



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 20, 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 Chaplain James Brooks of Advent Health Mission and Ministry
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. June 6, 2023 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 1 with Pegasus Engineering, LLC for grant management services for the FEMA Hazard Mitigation Grant Program (HMGP) Application for Flood Prone Home Elevations under Hurricane Ian (DR-4673-FL)
 - b. Approval of Task Authorization No. 2 with Pegasus Engineering, LLC for grant management services for the FEMA Hazard Mitigation Grant Program (HMGP) Application for Flood Prone Home Demolition and Reconstruction under Hurricane Ian (DR-4673-FL)
 - c. Ratification of the Emergency Standard Contract for Services CA8115 with Danus Utilities, Inc. for the emergency repair of a 4-inch sewer lateral located at 5435 Dubois Avenue
 - d. Approval of a Mitigation Credit Reservation and Purchase Agreement with Miami Alternatives, LLC for the transfer and sell of mitigation credits for the Port Orange Field Operations Facility development project

- e. Approval of a Standard Contract for Services to Verdego, LLC for landscaping services for retention ponds
- f. Approval to award ITB #23-05 for Officials and Scorekeepers to American Sports Officials, Inc
- g. Approval to award ITB #23-01 for Athletic Field Pest Control and Fertilization Services to TruGreen

8. Ratification of actions taken during Hurricane Ian and Nicole

- a. Resolution No. 23-21 - Ratification of Emergency Powers Taken During Hurricane Ian, Temporarily Extending the Waiver of Certain Permit Fees, and Temporarily Allowing for the use of Recreational Vehicles (RV)
- b. Resolution No. 23-22 - Ratification of Emergency Powers Taken During Hurricane Nicole, Temporarily Extending the Waiver of Certain Permit Fees, and Temporarily Allowing for the use of Recreational Vehicles (RV)

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

D. COUNCIL COMMENTS

- 9. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

- 10. Citizen Advisory Committee for TPO
- 11. Environmental Advisory Board Appointment (x2)

F. PUBLIC HEARING

- 12. First Reading - Ordinance No. 2023-04 - Code of Ordinances Amendment/Chapter 58, Article III - Special Events
- 13. First Reading - Ordinance No. 2023-05 - Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development (Case No. PRZA-23-0003)
- 14. First Reading - Ordinance No. 2023-06 - Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development (Case No. PRZA-23-0002)
- 15. Approval of the Development Order Modification for the Final Plat for Phase 2 of the Woodhaven Subdivision (Case No. SUBD-23-0003)

G. REGULAR AGENDA

- 16. First Reading - Ordinance No. 2023-07 - Amendment to Chapter 54, Article IV, Fire & Rescue Pension Fund of the Code of Ordinances

H. ADDITIONAL ITEMS

17. City Attorney

- a. City Attorney Annual Evaluation

18. City Manager

- a. Designation of Voting Delegate for Florida League of Cities Conference

I. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

- a. First Step Shelter - Mayor Don Burnette
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette and Update on events from Barbara Ann Heegan, President & CEO

J. 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
JUNE 6, 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 Mike Swingle of First Baptist Church of Harbor Oaks

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Don Burnette
	Absent:	Councilman Drew Bastian
	Also Present:	Wayne Clark, City Manager Matthew Jones, City Attorney Tracee Cody, Deputy City Clerk Meghan Meyer, Administrative Assistant

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. May 16, 2023 - Regular City Council Meeting
- b. May 23, 2023 - City Council Workshop

7. Bid Awards and Contract Items

- a. Approval to award ITB #22-19 for city wide tree trimming to Enviro Tree Service LLC of Apopka, FL

Regular City Council Meeting

June 6, 2023

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b. Approval of Ratification for CrowderGulf Joint Venture Change Order No. 1 to Task Authorization No. 1 under the Standard Contract for Services CA7232 as it relates to payment of actual expenses due to Hurricane Ian

c. Approval of the renewal agreements for bulk fuel from Mansfield Oil, Petroleum Traders Corporation and Gentry Oil based on pricing and terms as provided in the Volusia County consortium bid, ITB 19-B-70EM

8. Approval to Submit Application for the Federal Fiscal Year 2023 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

9. Resolution No. 23-19 - Approval of Fire Training Facilities Agreement

10. Resolution No. 23-20 - Approval of Florida Department of Transportation (FDOT) Agreement for State Highway Maintenance - Contract (ASW26) for Financial Project No.: 244608-1-78-03

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)

Robert Reinhagen, resident, discussed his concerns about a previous agenda item regarding a property owner building a tree house and not getting required permits. Mr. Reinhagen believes the property owners may have been misled by the real estate agents and the title company regarding the buffer zone and believes they should have a contractual obligation to inform current buyers of these requirements.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Vice Mayor Reed Foley provided an update to residents that reached out to him about street lights being out, particularly on Nova Road. It was discovered a sensor had been vandalized and the city staff made the necessary repairs and the street light should be properly working now. Vice Mayor Foley also reminded residents about the Mayor's golf tournament on June 17.

Councilman Scott Stiltner said a few words on the passing of former Port Orange Police Chief David Solana. He read his obituary and expressed his condolences to the family. He also wanted to remind residents to contact City staff to address concerns and not to rely primarily on social media posts.

Mayor Don Burnette announced "Coffee with the Mayor" will be held on June 21 at 10:30 a.m. and July 19 at 6:00 p.m. at the REC center.

SPECIAL REPORTS

12. Report from KemperSports on the Cypress Head Golf

Jeff Dayton, General Manager of KemperSports, provided financial information and details on the course conditions.

ADDITIONAL ITEMS

13. City Attorney

There was nothing further

14. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

15. City Council Committee Reports

a. River to Sea TPO - Vice Mayor Reed Foley

Vice Mayor Reed Foley provided details from the recent meeting.

b. General Employee's Pension Board - Councilman Scott Stiltner

Councilman Scott Stiltner provided details from their recent meeting.

ADJOURNMENT – 6:48 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B7a) Approval of Task Authorization No. 1 with Pegasus Engineering, LLC for grant management services for the FEMA Hazard Mitigation Grant Program (HMGP) Application for Flood Prone Home Elevations under Hurricane Ian (DR-4673-FL)

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to provide assistance in preparing and submitting FEMA Hazard Mitigation Grant Program (HMGP) applications. Staff is requesting the services of Pegasus Engineering, LLC to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed elevation of flood-prone homes. There are currently 23 homes on the elevation list and 2 on the demo/rebuild list. These numbers are fluid as a structure can go from being on the demolition and reconstruction list to the elevation list if the structural engineering reports state that the home can be elevated.

Task Authorization No.1 will not exceed \$36,000. Upon being selected for HMGP funding, the Pegasus fee will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

HMGP funding for structure elevation and demo/rebuild is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share. The homeowners who are voluntarily participating in this grant application will be responsible for the 25% non-federal cost share of the construction costs.

The total estimated cost to elevate the 23 homes and demo/rebuild 2 homes is \$7,500,000 (\$300,000 per home). The city will be requesting reimbursement of \$5,625,000 from FEMA at project completion and \$1,875,000 from the homeowners (\$75,000 per home) before the start of construction. The project is requested in the FY 24-28 Capital Improvement Plan.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 1	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 1.pdf
2.	Pegasus Master Contract CA8124	Pegasus Master Contract CA8124.pdf
3.	P-229744 Grant Services Proposal - Elevation	P-229744 Grant Services Proposal - Elevation.pdf
4.	Pegasus COI expires 09 18 2023	Pegasus COI expires 09 18 2023.pdf

Margaret Tomlinson

Created/Initiated - 6/1/2023

Tim Burman

Approved - 6/1/2023

John McKinney

Approved - 6/7/2023

Matthew Jones

Approved - 6/7/2023

Wayne Clark

Approved - 6/8/2023

Tracee Cody

Final Approval - 6/8/2023

TASK AUTHORIZATION NO. 1
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified 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 services relating to Hazard Mitigation Grant Program ("HMGP") application to the State of Florida Division of Emergency Management ("FDEM") in order to secure Florida Emergency Management Agency ("FEMA") for Flood Prone Home Elevations under Hurricane Ian (DR-4673-FL), and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within three hundred sixty-five (365) days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$36,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall 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. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and

current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 a 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) 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 29 C.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 is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1,

the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

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

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

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its

successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

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

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

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

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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.

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.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (1) 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 (1) 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 (1) of this section.

(3) *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 (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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”

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

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

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

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by

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.

- A. 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.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. 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>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *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—

(ii) 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 (iii) 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:

- a. 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;
- b. 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;

c. 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

d 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.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. 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:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) 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 (iv)(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 (iv)(1) of this clause:

a. 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.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) 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.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) 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.

(n) 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 section 1225 of 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.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) 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 pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, 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 the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program 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 Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) 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.

(w) 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.

(x) 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.

(y) 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.

(z) 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.

(aa) Build America, Buy America Act. 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.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Proposal

Consisting of 6 Pages



May 23, 2023

P-229744

Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: HMGP Grant Application Development for Flood Prone Home Elevations
under Hurricane Ian (DR-4673-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit our proposal to the City of Port Orange to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed elevation of the following structures:

1. 43 East Bayshore Drive
2. 111 Fleming Avenue
3. 113 Fleming Avenue
4. 4330 Halifax Drive
5. 481 Hopi Court
6. 105 Judges Lane
7. 5021 Palmetto Street
8. 5088 Palmetto Street
9. 524 Powers Avenue
10. 894 Reservation Court
11. 5707 Riverside Drive
12. 5715 Riverside Drive
13. 5817 Riverside Drive
14. 5951 Riverside Drive
15. 8 Venetian Circle
16. 632 Windward Court

Based on the documentation collected by the City of Port Orange associated with the sixteen (16) homes previously listed, it is our understanding that Pegasus Engineering will perform the following services:

1. Participate in a kick-off meeting with City staff to discuss project specifics.
2. Review all available documentation (i.e., flood loss history, elevation certificates, flood insurance declaration documents, required FEMA forms, etc.) provided by the City and the homeowners.
3. Perform a field review of the homes that will be part of the HMGP application.
4. Coordinate with the City regarding outstanding information needed to complete the coordination efforts with the homeowners for the grant application development (i.e., proposed elevation heights, etc.), as deemed necessary.
5. Coordinate with City and FDEM staff regarding specific grant-related concerns brought up by residents that are not covered in the Hazard Mitigation Assistance Guidance (2015 and 2023 versions), or Addendum (dated February 2015) that require additional clarification.
6. Coordinate with an elevation contractor regarding the elevation proposals, proposed costs, and feasibility of implementation associated with each structure. In case an elevation contractor is unable to generate quotes, Pegasus will research current local unit prices and prepare project cost of completion estimates for each home candidate included in the mitigation project.
7. Prepare the documentation needed for the Benefit Cost Analysis and collect supporting technical documentation associated with the various structures to be mitigated.
8. Prepare preliminary benefit cost analyses of each of the homes to be elevated in order to demonstrate the cost effectiveness of the mitigation plan (elevation). It is anticipated that Pegasus will submit to FDEM an overall Benefit Cost Analysis report that will combine the all the homes that are part of the elevation project into a single analysis. This task will be beneficial to the overall cost-effectiveness of all structures proposed to be elevated as a single Benefit Cost Ratio will be submitted as part of the HMGP application.

9. Coordinate with City staff to obtain / gather the following information required for the HMGP "general" application, including but not limited to:
 - Applicant Type
 - State Legislative / Congressional District(s) / House / Senate
 - Federal Tax Identification Number
 - Federal Information Processing Standards (FIPS) Code
 - National Flood Insurance Program (NFIP) Community Identification Number
 - Project milestones / schedule of work
 - LMS Letter
10. Prepare and submit the HMGP Pre-Award and Sub-Recipient Management Cost Request Forms and supporting documentation to FDEM in order to assist with funding fees incurred prior to the submittal of the HMGP application package (i.e., elevation certificates, structural engineering assessments, preparation of the HMGP grant application, etc.).
11. Address the following "required" information in order to satisfy the environmental review criteria:
 - Purpose and need for project – will problem be mitigated?
 - Detailed project description and scope of work
 - Project area maps (topographic and street)
 - Photographs of structures / project area
 - Alternatives actions (description, impacts, and estimated costs)
12. Prepare all required figures to accompany the HMGP application, including but not limited to USGS location maps, aerial maps, County maps, ground disturbance figures, alternative project figures, etc.
13. Prepare and submit to the City for review and approval a "draft" FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application (dated January 2020)
 - ✓ Project Worksheet
 - ✓ Benefit Cost Analysis (BCA)
 - ✓ Written Narratives
 - ✓ Supporting Figures and Exhibits (USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid

14. Prepare and submit a FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of August 29th, 2023, as established by FEMA.
15. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
16. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise the cost estimates, or the benefit / cost analyses as necessary to incorporate any changes to address FDEM's review comments.
17. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$36,000**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

Upon being selected for HMGP funding, the Pegasus fees previously noted will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

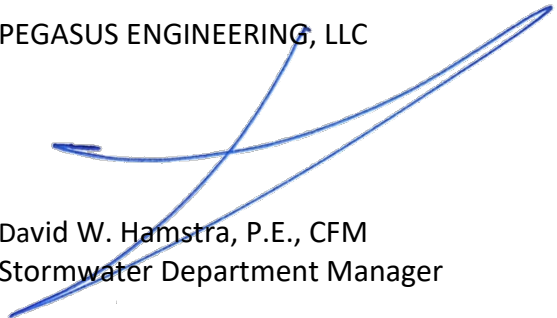
If requested by the City, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents) upon the successful HMGP funding obligation for the various structures by the State.

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Margaret Tomlinson, RLA, LEED AP
City of Port Orange
May 23, 2023

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, P.E., City of Port Orange
Debra Neher, City of Port Orange
Leylah Saavedra, Pegasus Engineering



EXHIBIT "A"
Manhour and Fee Estimate

HMGP Grant Application Development for Flood Prone Home Elevations
City of Port Orange, Florida



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Prepare for and participate in a kick-off meeting with City staff to discuss project specifics	4	4	0	0	0	8	\$1,520.00
Review all available documentation provided by the City and the homeowners	0	4	4	0	2	2	\$1,510.00
Perform a field review of the homes that will be part of the HMGP application	8	8	0	0	0	2	\$3,040.00
Coordinate with the City regarding outstanding information regarding coordination efforts with the homeowners	0	2	2	0	0	2	\$670.00
Coordinate with City/FDEM regarding specific grant-related resident concerns that are not covered in the HMA Guidance	0	8	0	0	4	2	\$1,820.00
Coordinate with an elevation contractor regarding elevation quotes or prepare cost estimates from current unit costs available	0	2	4	0	0	2	\$970.00
Prepare the documentation needed for the Benefit Cost Analysis	0	0	4	0	4	2	\$940.00
Prepare preliminary benefit cost analyses for all homes that are part of the mitigation project	0	12	0	0	0	2	\$2,220.00
Coordinate with City Staff and DEM regarding the "General" HMGP Requirements	0	2	0	0	0	2	\$370.00
Prepare and Submit the HMGP Pre-Award and Sub-Recipient Management Cost Request Packages to DEM	0	2	0	0	0	2	\$370.00
Prepare the required information for the environmental review	0	8	4	0	0	12	\$2,080.00
Prepare Supporting Figures and Exhibits for submittal to FDEM	0	2	0	16	0	18	\$2,290.00
Prepare and Submit a draft HMGP Application Package to the City for review and comment	0	30	4	4	4	42	\$6,970.00
Address any review comments associated with the City's technical review of the draft FEMA HMGP application package	0	2	0	2	1	5	\$695.00
Prepare and Submit a FEMA HMGP application package to FDEM via the online portal by 08/29/2023	0	4	0	4	4	12	\$1,560.00
Address FDEM's RFIs (Requests for Information) based on the programmatic, engineering and environmental State reviews	0	16	4	0	4	24	\$3,900.00
Coordinate with City staff regarding any additional information needed for RFI response completion	0	8	0	2	0	10	\$1,720.00
Attend City Commission Meetings encompassing discussions related to this mitigation project, as needed	0	4	0	2	0	6	\$980.00
Status Reports via Monthly Invoices, Project Administration and Review of Work Products	8	0	0	0	4	12	\$1,900.00
TASK HOURS	20	118	26	30	27	167	
TASK LABOR COSTS	\$3,900.00	\$21,830.00	\$3,900.00	\$3,600.00	\$2,295.00	\$35,525.00	\$35,525.00
PERCENT BREAKDOWN	11.0%	61.4%	11.0%	10.1%	6.5%	100.0%	

HMGP Grant Application Development	\$35,525.00
Other Reimbursable Costs (prints, copies, etc.)	\$475.00
TOTAL	\$36,000.00



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this 16 day of May, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 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 five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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 performance of any work or services to be provided but the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of 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."

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts 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. The Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

3. Contract Administration. The Community Development Director, Tim Burman, 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 25 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 closeout of the FEMA grant, 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 closeout of the FEMA grant 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.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	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 Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	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 - \$ To be determined.	
☐	Contractor Pollution Liability	<u>Limits:</u> 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 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		
☐			

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.

23. 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.

24. 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.

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

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

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

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 a 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) 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 29 C.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.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

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

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and trainees—

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

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

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

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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.

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.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) 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 (1) 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 (1) of this section.

(3) *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 (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) 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.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

"Clean Air Act"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

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

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

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) 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

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

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.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *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—

(ii) 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 (iii) 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:

- a. 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;
- b. 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;
- c. 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
- d. 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.

(iii) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. 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:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *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 (iv)(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 (iv)(1) of this clause:

a. 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.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) 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.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) 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.

(n) 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 section 1225 of 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.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) 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 pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, 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 the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program 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 Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) 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.

(w) 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.

(x) 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. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) 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.

(z) 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.

30. Build America, Buy America Act. 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.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

31. 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.

32. 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: Tim Burman, Community Development Director 1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - 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.

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall 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. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

34. 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.

35. 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.

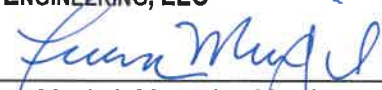
[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: SEAN BECK

P. Villanueva
Printed Name: Priscilla Villanueva

PEGASUS ENGINEERING, LLC

By: 
Fursan Munjed, Managing Member

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 corporation.

Date 5.9.2023

CITY OF PORT ORANGE

By:

Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By:

Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

***NOTE:** The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

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 establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

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 awarded engineering firm authorized representative. 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.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

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



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language ‘*especially SRC projects*’ as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term “SRC projects”. Could the City please clarify what “SRC” stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified 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 services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ _____. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall 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. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 a 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) 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 29 C.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 is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

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

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

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding.

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

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

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

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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.

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.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) 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 (1) 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 (1) of this section.

(3) *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 (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section.

(ii) **Further Compliance with the Contract Work Hours and Safety Standards Act.**

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) **Rights to Inventions Made Under a Contract or Agreement.**

(1) **Stafford Act Disaster Grants.** This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

"Clean Air Act"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

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

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

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

- A. 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.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. 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>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *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—

(ii) 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 (iii) 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:

a. 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;

b. 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;

c. 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

d 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.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. 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:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) 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 (iv)(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 (iv)(1) of this clause:

a. 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.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) 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.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) 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.

(n) 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 section 1225 of 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.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) 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 pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, 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 the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program 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 Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) 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.

(w) 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.

(x) 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.

(y) 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.

(z) 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.

(aa) Build America, Buy America Act. 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.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/1/2023

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
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 445-1117 FAX
(A/C, No): (321) 445-1076
E-MAIL
ADDRESS: certs@jcj-insurance.com

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Phoenix Insurance Co. (Travelers)		25623
INSURER B : Travelers Property & Casualty of America		25674
INSURER C : Travelers Casualty & Surety Co		19038
INSURER D : Berkley Insurance Company		32603
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 ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	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	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB5J589774	9/18/2022	9/18/2023	☒ 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
D	☒ Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



May 23, 2023

P-229744

Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: HMGP Grant Application Development for Flood Prone Home Elevations
under Hurricane Ian (DR-4673-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit our proposal to the City of Port Orange to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed elevation of the following structures:

1. 43 East Bayshore Drive
2. 111 Fleming Avenue
3. 113 Fleming Avenue
4. 4330 Halifax Drive
5. 481 Hopi Court
6. 105 Judges Lane
7. 5021 Palmetto Street
8. 5088 Palmetto Street
9. 524 Powers Avenue
10. 894 Reservation Court
11. 5707 Riverside Drive
12. 5715 Riverside Drive
13. 5817 Riverside Drive
14. 5951 Riverside Drive
15. 8 Venetian Circle
16. 632 Windward Court

Based on the documentation collected by the City of Port Orange associated with the sixteen (16) homes previously listed, it is our understanding that Pegasus Engineering will perform the following services:

1. Participate in a kick-off meeting with City staff to discuss project specifics.
2. Review all available documentation (i.e., flood loss history, elevation certificates, flood insurance declaration documents, required FEMA forms, etc.) provided by the City and the homeowners.
3. Perform a field review of the homes that will be part of the HMGP application.
4. Coordinate with the City regarding outstanding information needed to complete the coordination efforts with the homeowners for the grant application development (i.e., proposed elevation heights, etc.), as deemed necessary.
5. Coordinate with City and FDEM staff regarding specific grant-related concerns brought up by residents that are not covered in the Hazard Mitigation Assistance Guidance (2015 and 2023 versions), or Addendum (dated February 2015) that require additional clarification.
6. Coordinate with an elevation contractor regarding the elevation proposals, proposed costs, and feasibility of implementation associated with each structure. In case an elevation contractor is unable to generate quotes, Pegasus will research current local unit prices and prepare project cost of completion estimates for each home candidate included in the mitigation project.
7. Prepare the documentation needed for the Benefit Cost Analysis and collect supporting technical documentation associated with the various structures to be mitigated.
8. Prepare preliminary benefit cost analyses of each of the homes to be elevated in order to demonstrate the cost effectiveness of the mitigation plan (elevation). It is anticipated that Pegasus will submit to FDEM an overall Benefit Cost Analysis report that will combine the all the homes that are part of the elevation project into a single analysis. This task will be beneficial to the overall cost-effectiveness of all structures proposed to be elevated as a single Benefit Cost Ratio will be submitted as part of the HMGP application.

9. Coordinate with City staff to obtain / gather the following information required for the HMGP "general" application, including but not limited to:
 - Applicant Type
 - State Legislative / Congressional District(s) / House / Senate
 - Federal Tax Identification Number
 - Federal Information Processing Standards (FIPS) Code
 - National Flood Insurance Program (NFIP) Community Identification Number
 - Project milestones / schedule of work
 - LMS Letter
10. Prepare and submit the HMGP Pre-Award and Sub-Recipient Management Cost Request Forms and supporting documentation to FDEM in order to assist with funding fees incurred prior to the submittal of the HMGP application package (i.e., elevation certificates, structural engineering assessments, preparation of the HMGP grant application, etc.).
11. Address the following "required" information in order to satisfy the environmental review criteria:
 - Purpose and need for project – will problem be mitigated?
 - Detailed project description and scope of work
 - Project area maps (topographic and street)
 - Photographs of structures / project area
 - Alternatives actions (description, impacts, and estimated costs)
12. Prepare all required figures to accompany the HMGP application, including but not limited to USGS location maps, aerial maps, County maps, ground disturbance figures, alternative project figures, etc.
13. Prepare and submit to the City for review and approval a “draft” FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application (dated January 2020)
 - ✓ Project Worksheet
 - ✓ Benefit Cost Analysis (BCA)
 - ✓ Written Narratives
 - ✓ Supporting Figures and Exhibits (USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid

14. Prepare and submit a FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of August 29th, 2023, as established by FEMA.
15. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.
16. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise the cost estimates, or the benefit / cost analyses as necessary to incorporate any changes to address FDEM's review comments.
17. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$36,000**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

Upon being selected for HMGP funding, the Pegasus fees previously noted will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

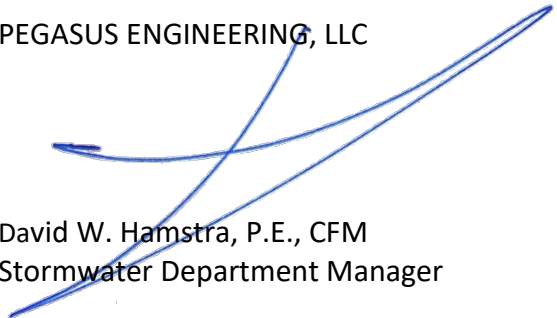
If requested by the City, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents) upon the successful HMGP funding obligation for the various structures by the State.

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Margaret Tomlinson, RLA, LEED AP
City of Port Orange
May 23, 2023

Respectfully,

PEGASUS ENGINEERING, LLC



David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, P.E., City of Port Orange
Debra Neher, City of Port Orange
Leylah Saavedra, Pegasus Engineering



EXHIBIT "A"
Manhour and Fee Estimate

HMGP Grant Application Development for Flood Prone Home Elevations
City of Port Orange, Florida



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whikehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Prepare for and participate in a kick-off meeting with City staff to discuss project specifics	4	4	0	0	0	8	\$1,520.00
Review all available documentation provided by the City and the homeowners	0	4	4	0	2	2	\$1,510.00
Perform a field review of the homes that will be part of the HMGP application	8	8	0	0	0	2	\$3,040.00
Coordinate with the City regarding outstanding information regarding coordination efforts with the homeowners	0	2	2	0	0	2	\$670.00
Coordinate with City/FDEM regarding specific grant-related resident concerns that are not covered in the HMA Guidance	0	8	0	0	4	2	\$1,820.00
Coordinate with an elevation contractor regarding elevation quotes or prepare cost estimates from current unit costs available	0	2	4	0	0	2	\$970.00
Prepare the documentation needed for the Benefit Cost Analysis	0	0	4	0	4	2	\$940.00
Prepare preliminary benefit cost analyses for all homes that are part of the mitigation project	0	12	0	0	0	2	\$2,220.00
Coordinate with City Staff and DEM regarding the "General" HMGP Requirements	0	2	0	0	0	2	\$370.00
Prepare and Submit the HMGP Pre-Award and Sub-Recipient Management Cost Request Packages to DEM	0	2	0	0	0	2	\$370.00
Prepare the required information for the environmental review	0	8	4	0	0	12	\$2,080.00
Prepare Supporting Figures and Exhibits for submittal to FDEM	0	2	0	16	0	18	\$2,290.00
Prepare and Submit a draft HMGP Application Package to the City for review and comment	0	30	4	4	4	42	\$6,970.00
Address any review comments associated with the City's technical review of the draft FEMA HMGP application package	0	2	0	2	1	5	\$695.00
Prepare and Submit a FEMA HMGP application package to FDEM via the online portal by 08/29/2023	0	4	0	4	4	12	\$1,560.00
Address FDEM's RFIs (Requests for Information) based on the programmatic, engineering and environmental State reviews	0	16	4	0	4	24	\$3,900.00
Coordinate with City staff regarding any additional information needed for RFI response completion	0	8	0	2	0	10	\$1,720.00
Attend City Commission Meetings encompassing discussions related to this mitigation project, as needed	0	4	0	2	0	6	\$980.00
Status Reports via Monthly Invoices, Project Administration and Review of Work Products	8	0	0	0	4	12	\$1,900.00
TASK HOURS	20	118	26	30	27	167	
TASK LABOR COSTS	\$3,900.00	\$21,830.00	\$3,900.00	\$3,600.00	\$2,295.00	\$35,525.00	\$35,525.00
PERCENT BREAKDOWN	11.0%	61.4%	11.0%	10.1%	6.5%	100.0%	

HMGP Grant Application Development	\$35,525.00
Other Reimbursable Costs (prints, copies, etc.)	\$475.00
TOTAL	\$36,000.00



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

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 JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	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 ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	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	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB5J589774	9/18/2022	9/18/2023	☒ 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
D	Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE, FLORIDA
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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B7b) Approval of Task Authorization No. 2 with Pegasus Engineering, LLC for grant management services for the FEMA Hazard Mitigation Grant Program (HMGP) Application for Flood Prone Home Demolition and Reconstruction under Hurricane Ian (DR-4673-FL)

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 2 with Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Pegasus Engineering, LLC has an existing contract with the City to provide assistance in preparing and submitting FEMA Hazard Mitigation Grant Program (HMGP) applications. Staff is requesting the services of Pegasus Engineering, LLC to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed demolition and reconstruction of flood-prone homes. There are currently 23 homes on the elevation list and 2 on the demo/rebuild list. These numbers are fluid as a structure can go from being on the elevation list to the demolition and reconstruction list if the structural engineering reports state that the home cannot be elevated.

Task Authorization No. 2 will not exceed \$25,000. Upon being selected for HMGP funding, the Pegasus fee will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

HMGP funding for structure elevation and demo/rebuild is a cost reimbursement grant that has a 75% federal / 25% non-federal cost share. The homeowners who are voluntarily participating in this grant application will be responsible for the 25% non-federal cost share of the construction costs.

The total estimated cost to elevate the 23 homes and demo/rebuild 2 homes is \$7,500,000 (\$300,000 per home). The city will be requesting reimbursement of \$5,625,000 from FEMA at project completion and \$1,875,000 from the homeowners (\$75,000 per home) before the start of construction. The project is requested in the FY 24-28 Capital Improvement Plan.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 2	Pegasus Engineering LLC RFSQ 23-11 Task Authorization No. 2.pdf
2.	P-229745 Grant Services Proposal - Demo Reconstruction	P-229745 Grant Services Proposal - Demo Reconstruction.pdf
3.	Pegasus Master Contract CA8124	Pegasus Master Contract CA8124.pdf
4.	Pegasus COI expires 09 18 2023	Pegasus COI expires 09 18 2023.pdf

Margaret Tomlinson	Created/Initiated - 6/1/2023
Tim Burman	Approved - 6/1/2023
John McKinney	Approved - 6/7/2023
Matthew Jones	Approved - 6/7/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/8/2023

TASK AUTHORIZATION NO. 2
Contract for Services dated May 16, 2023
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified 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 services relating to Hazard Mitigation Grant Program ("HMGP") application to the State of Florida Division of Emergency Management ("FDEM") in order to secure Florida Emergency Management Agency ("FEMA") for Flood Prone Home Demolition Reconstruction under Hurricane Ian (DR-4673-FL), and as more particularly described in Contractor's Proposal, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within three hundred sixty-five (365) days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$25,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall 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. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and

current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 a 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) 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 29 C.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 is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1,

the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

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

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

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

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

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and

mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its

successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon

request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

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

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor,

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

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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.

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.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any

violation of the clause set forth in paragraph (1) 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 (1) 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 (1) of this section.

(3) *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 (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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”

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

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

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

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by

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.

- A. 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.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. 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>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *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—

(ii) 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 (iii) 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:

- a. 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;
- b. 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;

c. 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

d 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.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. 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:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) 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 (iv)(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 (iv)(1) of this clause:

a. 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.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) 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.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) 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.

(n) 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 section 1225 of 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.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) 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 pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, 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 the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program 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 Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) 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.

(w) 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.

(x) 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.

(y) 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.

(z) 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.

(aa) Build America, Buy America Act. 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.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____ By: _____
Fursan Munjed, Managing Member

Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Proposal

Consisting of 5 Pages



May 23, 2023

P-229745

Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: HMGP Grant Application Development for Flood Prone Home
Demolition Reconstruction under Hurricane Ian (DR-4673-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit our proposal to the City of Port Orange to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed demolition and reconstruction of the following structures, at a minimum:

1. 990 Old Sugar Mill Road
2. 5624 Wood Street

Based on the documentation to be collected by the City of Port Orange associated with the homes previously listed, it is our understanding that Pegasus Engineering will perform the following services:

1. Participate in a kick-off meeting with City staff to discuss project specifics.
2. Review all available documentation (i.e., flood loss history, elevation certificates, flood insurance declaration documents, required FEMA forms, etc.) provided by the City and the homeowners.
3. Perform a field review of the homes that will be part of the HMGP application.

4. Coordinate with the City regarding outstanding information needed to complete the coordination efforts with the homeowners for the grant application development (i.e., proposed elevation heights, etc.), as deemed necessary.
5. Coordinate with City and FDEM staff regarding specific grant-related concerns brought up by residents that are not covered in the Hazard Mitigation Assistance Guidance (2015 and 2023 versions), or Addendum (dated February 2015) that require additional clarification.
6. Coordinate with a demolition/reconstruction contractor regarding corresponding quotes associated with each structure. In case a contractor is unable to generate quotes, Pegasus will research current local unit prices and prepare project cost of completion estimates for each home candidate included in the mitigation project.
7. Prepare the documentation needed for the Benefit Cost Analysis and collect supporting technical documentation associated with the various structures to be mitigated.
8. Prepare preliminary benefit cost analyses of each of the homes in order to demonstrate the cost effectiveness of the mitigation plan. It is anticipated that Pegasus will submit to FDEM an overall Benefit Cost Analysis report that will combine the all the homes that are part of the mitigation project into a single analysis. This task will be beneficial to the overall cost-effectiveness of all structures proposed to be mitigated as a single Benefit Cost Ratio will be submitted as part of the HMGP application.
9. Coordinate with City staff to obtain / gather the following information required for the HMGP "general" application, including but not limited to:
 - Applicant Type
 - State Legislative / Congressional District(s) / House / Senate
 - Federal Tax Identification Number
 - Federal Information Processing Standards (FIPS) Code
 - National Flood Insurance Program (NFIP) Community Identification Number
 - Project milestones / schedule of work
 - LMS Letter

10. Prepare and submit the HMGP Pre-Award and Sub-Recipient Management Cost Request Forms and supporting documentation to FDEM in order to assist with funding fees incurred prior to the submittal of the HMGP application package (i.e., elevation certificates, preparation of the HMGP grant application, etc.).
11. Address the following "required" information in order to satisfy the environmental review criteria:
 - Purpose and need for project – will problem be mitigated?
 - Detailed project description and scope of work
 - Project area maps (topographic and street)
 - Photographs of structures / project area
 - Alternatives actions (description, impacts, and estimated costs)
12. Prepare all required figures to accompany the HMGP application, including but not limited to USGS location maps, aerial maps, County maps, ground disturbance figures, alternative project figures, etc.
13. Prepare and submit to the City for review and approval a “draft” FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application (dated January 2020)
 - ✓ Project Worksheet
 - ✓ Benefit Cost Analysis (BCA)
 - ✓ Written Narratives
 - ✓ Supporting Figures and Exhibits (USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid
14. Prepare and submit a FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of August 29th, 2023, as established by FEMA.
15. Address Requests for Information (RFI) from DEM staff during the programmatic, engineering and environmental reviews of the HMGP application. These efforts will include direct coordination with FDEM representatives during the review of the HMGP application.

16. As part of FDEM's technical review process, Pegasus will coordinate with City staff to update and/or revise the cost estimates, or the benefit / cost analyses as necessary to incorporate any changes to address FDEM's review comments.
17. Attend City Commission Meetings with scheduled agenda items encompassing discussions related to this mitigation project, as needed.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$25,000**, in accordance with attached manhour and fee estimate (refer to Attachment "A").

Upon being selected for HMGP funding, the Pegasus fees previously noted will be eligible for reimbursement from FEMA as pre-award costs under a Sub-Recipient Management Cost allocation (100% Federal match).

If requested by the City, Pegasus Engineering would be pleased to submit a separate proposal to provide grant administration services (i.e., quarterly reports, reimbursement requests, close-out documents) upon the successful HMGP funding obligation for the various structures by the State.

We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, P.E., City of Port Orange
Debra Neher, City of Port Orange
Leylah Saavedra, Pegasus Engineering



EXHIBIT "A"
Manhour and Fee Estimate

HMGP Grant Application Development for Flood Prone Home Demolition Reconstruction
City of Port Orange, Florida



Task Description	Grant Program Manager (Hamstra, P.E.)	Grant Project Manager (Saavedra, P.E.)	Grant Management Specialist (Whitehart, P.E.)	Sr. Designer/ GIS Technician (Greenough)	Administrative Assistant (Villanueva)	Task Hours	Task Fees
Standard Hourly Rates	\$195.00	\$185.00	\$150.00	\$120.00	\$85.00		
Prepare for and participate in a kick-off meeting with City staff to discuss project specifics	4	4	0	0	0	8	\$1,520.00
Review all available documentation provided by the City and the homeowners	0	4	4	0	2	2	\$1,510.00
Perform a field review of the homes that will be part of the HMGP application	2	2	0	0	0	2	\$760.00
Coordinate with the City regarding outstanding information regarding coordination efforts with the homeowners	0	2	2	0	0	2	\$670.00
Coordinate with City/FDEM regarding specific grant-related resident concerns that are not covered in the HMA Guidance	0	8	0	0	4	2	\$1,820.00
Coordinate with a contractor regarding elevation quotes or prepare cost estimates from current unit costs available	0	1	2	0	0	2	\$485.00
Prepare the documentation needed for the Benefit Cost Analysis	0	0	1	0	1	2	\$235.00
Prepare preliminary benefit cost analyses for all homes that are part of the mitigation project	0	3	0	0	0	2	\$555.00
Coordinate with City Staff and DEM regarding the "General" HMGP Requirements	0	1	0	0	0	2	\$185.00
Prepare and Submit the HMGP Pre-Award and Sub-Recipient Management Cost Request Packages to DEM	0	1	0	0	0	1	\$185.00
Prepare the required information for the environmental review	0	2	2	0	0	4	\$670.00
Prepare Supporting Figures and Exhibits for submittal to FDEM	0	2	0	4	0	6	\$850.00
Prepare and Submit a draft HMGP Application Package to the City for review and comment	0	24	4	4	4	36	\$5,860.00
Address any review comments associated with the City's technical review of the draft FEMA HMGP application package	0	2	0	2	1	5	\$695.00
Prepare and Submit a FEMA HMGP application package to FDEM via the online portal by 08/29/2023	0	4	0	4	4	12	\$1,560.00
Address FDEM's RFIs (Requests for Information) based on the programmatic, engineering and environmental State reviews	0	12	4	0	4	20	\$3,160.00
Coordinate with City staff regarding any additional information needed for RFI response completion	0	4	0	2	0	6	\$980.00
Attend City Commission Meetings encompassing discussions related to this mitigation project, as needed	0	4	0	2	0	6	\$980.00
Status Reports via Monthly Invoices, Project Administration and Review of Work Products	8	0	0	0	4	12	\$1,900.00
TASK HOURS	14	80	19	18	24	132	
TASK LABOR COSTS	\$2,730.00	\$14,800.00	\$2,850.00	\$2,160.00	\$2,040.00	\$24,580.00	\$24,580.00
PERCENT BREAKDOWN	11.1%	60.2%	11.6%	8.8%	8.3%	100.0%	

HMGP Grant Application Development	\$24,580.00
Other Reimbursable Costs (prints, copies, etc.)	\$420.00
TOTAL	\$25,000.00



May 23, 2023

P-229745

Margaret Tomlinson, RLA, LEED AP
Construction & Engineering Manager
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage
Improvements Project Continuing Contract
Contract No. RFSQ #23-11**

**Subj: HMGP Grant Application Development for Flood Prone Home
Demolition Reconstruction under Hurricane Ian (DR-4673-FL)**

Dear Ms. Tomlinson:

As requested, we are pleased to submit our proposal to the City of Port Orange to prepare and submit a FEMA Hazard Mitigation Grant Program (HMGP) application to the State of Florida Division of Emergency Management (FDEM) in order to secure FEMA funding to offset the costs associated with the implementation of the proposed demolition and reconstruction of the following structures, at a minimum:

1. 990 Old Sugar Mill Road
2. 5624 Wood Street

Based on the documentation to be collected by the City of Port Orange associated with the homes previously listed, it is our understanding that Pegasus Engineering will perform the following services:

1. Participate in a kick-off meeting with City staff to discuss project specifics.
2. Review all available documentation (i.e., flood loss history, elevation certificates, flood insurance declaration documents, required FEMA forms, etc.) provided by the City and the homeowners.
3. Perform a field review of the homes that will be part of the HMGP application.

4. Coordinate with the City regarding outstanding information needed to complete the coordination efforts with the homeowners for the grant application development (i.e., proposed elevation heights, etc.), as deemed necessary.
5. Coordinate with City and FDEM staff regarding specific grant-related concerns brought up by residents that are not covered in the Hazard Mitigation Assistance Guidance (2015 and 2023 versions), or Addendum (dated February 2015) that require additional clarification.
6. Coordinate with a demolition/reconstruction contractor regarding corresponding quotes associated with each structure. In case a contractor is unable to generate quotes, Pegasus will research current local unit prices and prepare project cost of completion estimates for each home candidate included in the mitigation project.
7. Prepare the documentation needed for the Benefit Cost Analysis and collect supporting technical documentation associated with the various structures to be mitigated.
8. Prepare preliminary benefit cost analyses of each of the homes in order to demonstrate the cost effectiveness of the mitigation plan. It is anticipated that Pegasus will submit to FDEM an overall Benefit Cost Analysis report that will combine the all the homes that are part of the mitigation project into a single analysis. This task will be beneficial to the overall cost-effectiveness of all structures proposed to be mitigated as a single Benefit Cost Ratio will be submitted as part of the HMGP application.
9. Coordinate with City staff to obtain / gather the following information required for the HMGP "general" application, including but not limited to:
 - Applicant Type
 - State Legislative / Congressional District(s) / House / Senate
 - Federal Tax Identification Number
 - Federal Information Processing Standards (FIPS) Code
 - National Flood Insurance Program (NFIP) Community Identification Number
 - Project milestones / schedule of work
 - LMS Letter

10. Prepare and submit the HMGP Pre-Award and Sub-Recipient Management Cost Request Forms and supporting documentation to FDEM in order to assist with funding fees incurred prior to the submittal of the HMGP application package (i.e., elevation certificates, preparation of the HMGP grant application, etc.).
11. Address the following "required" information in order to satisfy the environmental review criteria:
 - Purpose and need for project – will problem be mitigated?
 - Detailed project description and scope of work
 - Project area maps (topographic and street)
 - Photographs of structures / project area
 - Alternatives actions (description, impacts, and estimated costs)
12. Prepare all required figures to accompany the HMGP application, including but not limited to USGS location maps, aerial maps, County maps, ground disturbance figures, alternative project figures, etc.
13. Prepare and submit to the City for review and approval a “draft” FEMA HMGP application package, which will include, but may not be limited to, the following information:
 - ✓ HMGP Application (dated January 2020)
 - ✓ Project Worksheet
 - ✓ Benefit Cost Analysis (BCA)
 - ✓ Written Narratives
 - ✓ Supporting Figures and Exhibits (USGS Topo Maps, FIRM Maps, etc.)
 - ✓ Budget / Costs Estimate, including materials, labor and fees paid
14. Prepare and submit a FEMA HMGP application package to FDEM via the online portal on or before the deadline for submission of August 29th, 2023, as established by FEMA.
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We appreciate the opportunity to serve the City of Port Orange on this important assignment. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

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PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Valerie Duhl, P.E., City of Port Orange
Debra Neher, City of Port Orange
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HMGP Grant Application Development for Flood Prone Home Demolition Reconstruction
City of Port Orange, Florida



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HMGP Grant Application Development	\$24,580.00
Other Reimbursable Costs (prints, copies, etc.)	\$420.00
TOTAL	\$25,000.00



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this 16 day of May, 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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 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 five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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 performance of any work or services to be provided but the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of 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."

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts 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. The Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

3. Contract Administration. The Community Development Director, Tim Burman, 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 25 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 closeout of the FEMA grant, 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 closeout of the FEMA grant 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.

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	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 Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	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 - \$ To be determined.	
☐	Contractor Pollution Liability	<u>Limits:</u> 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 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		
☐			

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.

23. 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.

24. 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.

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

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

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

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 a 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) 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 29 C.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.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

"(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

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

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and trainees—

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

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

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

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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.

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.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) 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 (1) 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 (1) of this section.

(3) *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 (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) 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.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

"Clean Air Act"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

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

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

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) 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

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

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.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *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—

(ii) 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 (iii) 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:

- a. 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;
- b. 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;
- c. 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
- d. 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.

(iii) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. 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:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *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 (iv)(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 (iv)(1) of this clause:

a. 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.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) 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.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) 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.

(n) 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 section 1225 of 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.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) 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 pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, 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 the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program 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 Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) 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.

(w) 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.

(x) 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. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) 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.

(z) 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.

30. Build America, Buy America Act. 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.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

31. 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.

32. 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: Tim Burman, Community Development Director 1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - 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.

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall 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. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

34. 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.

35. 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.

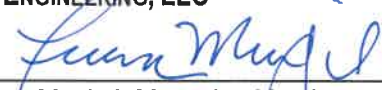
[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: SEAN BECK

P. Villanueva
Printed Name: Priscilla Villanueva

PEGASUS ENGINEERING, LLC

By: 
Fursan Munjed, Managing Member

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 corporation.

Date 5.9.2023

CITY OF PORT ORANGE

By:

Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By:

Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

***NOTE:** The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

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 establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

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 awarded engineering firm authorized representative. 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.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

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



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language 'especially SRC projects' as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term "SRC projects". Could the City please clarify what "SRC" stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified 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 services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ _____. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall 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. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 a 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) 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 29 C.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 is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

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

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

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding.

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

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

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

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

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.

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.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) 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 (1) 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 (1) of this section.

(3) *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 (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section.

(ii) **Further Compliance with the Contract Work Hours and Safety Standards Act.**

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) **Rights to Inventions Made Under a Contract or Agreement.**

(1) **Stafford Act Disaster Grants.** This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

"Clean Air Act"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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"

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.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

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

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

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

- A. 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.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. 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>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *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—

(ii) 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 (iii) 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:

a. 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;

b. 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;

c. 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

d 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.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. 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:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) 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 (iv)(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 (iv)(1) of this clause:

a. 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.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) 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.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) 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.

(n) 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 section 1225 of 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.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) 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 pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, 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 the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program 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 Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) 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.

(w) 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.

(x) 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.

(y) 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.

(z) 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.

(aa) Build America, Buy America Act. 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.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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:

PEGASUS ENGINEERING, LLC

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2023

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
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT
NAME:
PHONE
(A/C, No, Ext): (321) 445-1117 FAX
(A/C, No): (321) 445-1076
E-MAIL
ADDRESS: certs@jcj-insurance.com

INSURED

Pegasus Engineering LLC
301 W. SR 434, Suite 309
Winter Springs, FL 32708

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Phoenix Insurance Co. (Travelers)		25623
INSURER B : Travelers Property & Casualty of America		25674
INSURER C : Travelers Casualty & Surety Co		19038
INSURER D : Berkley Insurance Company		32603
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 ☒ PROJECT ☐ LOC OTHER:	X	X	6802H633696	9/18/2022	9/18/2023	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	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB5J589774	9/18/2022	9/18/2023	☒ 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
D	☒ Professional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate 2,000,000

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

RE: Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects; RFSQ #23-11

Certificate Holder is an Additional Insured with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



PEGAENG-01

ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

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PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co. (Travelers)	25623
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	6802H633696	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	CUP5D257010	9/18/2022	9/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB5J589774	9/18/2022	9/18/2023	☒ 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
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CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE, FLORIDA
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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B7c) Ratification of the Emergency Standard Contract for Services CA8115 with Danus Utilities, Inc. for the emergency repair of a 4-inch sewer lateral located at 5435 Dubois Avenue

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to ratify the Emergency Standard Contract for Services CA8115 with Danus Utilities, Inc. for the emergency repair of a 4-inch sewer lateral located at 5435 Dubois Avenue.

SUMMARY: The Engineering Department is requesting Council ratify the Emergency Standard Contract for Services with Danus Utilities, Inc. for the emergency repair of a 4-inch sewer lateral located at 5435 Dubois Avenue in the amount of \$53,882.00. Pursuant to Sec. 2-271 of the Code of Ordinances, the City Manager has the authority to issue an Emergency Purchase Order when deemed necessary with the action to be later ratified by Council.

In late February, the resident at 5435 Dubois Avenue notified the City that they were having problems with their sewer draining slowly and backing up. Field Operations crews had been dispatched to this location to clear the sewer line. The Field Crew then used the TV camera to view the pipe to determine what was causing the backups and discovered a break in the lateral sewer line close to the main. In order to stop further damage, a repair had to be completed as soon as possible.

The City Manager approved an emergency request for a Standard Contract for Services to Danus Utilities, Inc. to repair the 4-inch sewer lateral. The vendor was then issued a Notice to Proceed (NTP) and completed the repair. The invoice has been processed for payment.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Invoice and Purchase Order	Invoice and Purchase Order.pdf
2.	Executed Standard Contract for Services CA8115	Executed Standard Contract for Services CA8115.pdf
3.	Executed Notice to Proceed	Executed Notice to Proceed.pdf

Julia Wiggins	Created/Initiated - 5/22/2023
Richard Colby	Approved - 5/22/2023
Junos Reed	Approved - 5/22/2023
John McKinney	Approved - 5/25/2023
Matthew Jones	Approved - 6/7/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/8/2023

REP-010924

INVOICE

Remit To:

Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-804-0068
danusutilities.com
robert@danusutilities.com
407-878-1254

PROCESSED

MAY 17 2023

ENGINEERING

INVOICE NO: 6487

INVOICE DATE: May 15, 2023

CUSTOMER PO#: PO-002940

BILL TO: City of Port Orange

ADDRESS: PO Box 291759

Port Orange, FL 32129

PHONE: 386-506-5700

CONTACT: Graeme Gardiner

EMAIL: ggardiner@port-orange.org

DANUS UTILITIES JOB NAME AND NUMBER: 5435 Dubois Ave Repair - 6487

[illegible]

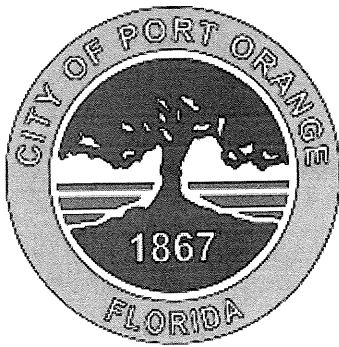
APPROVED FOR PAYMENT

Date: 5/16/2023

Thank you for your business!

APPROVED FOR PAYMENT

Date: 5/16/2007



CITY OF PORT ORANGE PURCHASE ORDER

PLEASE SEND INVOICE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5700
apbilling@port-orange.org

P.O. NUMBER

PO-002940

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 05/01/2023
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-003442

Page 1 of 4

VENDOR:

Danus Utilities Inc.
P.o. Box 291671
Port Orange, FL 32129
United States of America

SHIP TO:

City Engineer
City of Port Orange
1395 Dunlawton Ave
Port Orange, FL 32129
United States of America

Buyer:

Joseph Castro
(386) 506-5717
purchdiv@port-orange.org

Contract Number

DATE REQUIRED BY:
09/30/2023

FOB:
Destination

Service Lines					
Line Number	Item Name	Description	Start Date	End Date	Amount
1		EMERGENCY Professional Services relating to the emergency repairs to a 4-inch sewer lateral located at 5435 Dubois Avenue as described under the Standard Contract for Services CA8115 and Contractor's quote dated March 8,2023	04/26/2023	09/30/2023	53,882.00
TOTAL					53,882.00

Total: \$53,882.00

Memo: In accordance with the Standard Contract for Services
CA8115 dated 4/26/2023.
No work is to begin until a Notice to Proceed has been fully executed.

A handwritten signature in black ink, appearing to read "W. J. ...".

City Manager

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 26 day of April, 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 **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide emergency sewer lateral repairs at 5435 DuBois Avenue, and as more specifically described in Contractor's Proposal dated March 8, 2023, attached hereto as Exhibit "1" and made a part hereof by reference shall constitute the formal written contract between the City and Contractor.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and continue for a period of ninety (90) days ("Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Fifty-Three Thousand Eight Hundred Eighty-Two and 00/100 Dollars (\$53,882.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Engineering Director, Junos Reed, 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.	<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 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 - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☒	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

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

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

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

Copy to: City of Port Orange
Attention: Junos Reed, Engineering Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5751

Contractor: Danus Utilities, Inc.
Attention: Dan J. Pardus, President
2320 Beardall Avenue
Sanford, Florida 32771
(386) 882-6200 – Telephone
Raymond@danusutilities.com

P.O. Box 291671
Port Orange, Florida 32129

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

28. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses

Printed Name:

Robert H Brown

Printed Name:

Preston Pardo

DANUS UTILITIES, INC.

By:

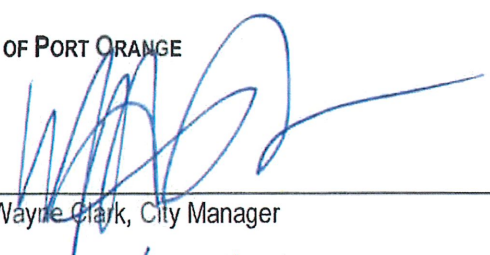
Dan J. Pardo, President

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:

4/24/23

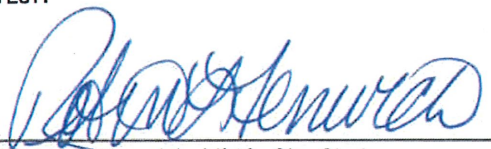
CITY OF PORT ORANGE

By: 

Wayne Clark, City Manager

Date: 4/26/2023

ATTEST:

By: 

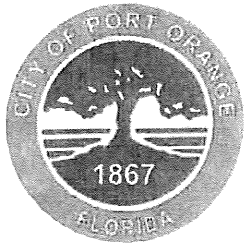
Robin L. Fenwick, MMC, City Clerk

Date: 4/26/2023

EXHIBIT "1"

Contractor's Quote

Consisting of 1 Page



CITY OF PORT 1000 CITY CENTER

CIRCLE

PORT ORANGE, FLORIDA 32129

TELEPHONE 386-506-5500

FAX 386-756-5290

www.Port-Orange.org

March 8, 2023

5435 Dubois Ave Repair.

The City of Port Orange would like to request a competitive quote to repair the 4-inch sewer lateral at 5435 Dubois Ave. The intent is to sawcut the pavement, excavate to the sewer lateral, make the necessary repairs, backfill and patch the road. The lump sum quote shall include all labor, dewatering and materials necessary to perform the work as itemized below. The City of Port Orange will not be providing the materials for the sewer lateral as described below.

I. 5435 Dubois Ave Repair.

1. Perform mobilization.
2. Provide approved MOT.
3. Sawcut and remove pavement.
4. Excavate approximately 14 feet and repair the 4- inch PVC sewer lateral.
5. Install approximately 10 LF of 4-inch PVC pipe.
6. Remove and replace all disturbed sod (match existing type).
7. Remove and replace all disturbed 4-inch-thick concrete sidewalk.
8. Remove and replace all disturbed drop concrete curb.
9. Backfill and compaction.
10. Install 12 inches min. of crushed concrete road base material.
11. Install 1 ½ inches of FDOT SP-9.5 asphalt patch.

Lump sum price quote \$ 53,882.00

Contractor Name DANUS UTILITIES INC

Date 3/20/2023

Signature of Contractor [Signature]

If emailing quote send to: rcolbys@port-orange.org



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Richard A Colby, Project Manager
Public Works and Utilities
1395 Dunlawton Ave.
Port Orange, FL 32129
Ph:(386)506-5754
jureed@port-orange.org

Issued To: Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

PROJECT TITLE: 5435 Dubois Ave. Emergency Sewer Lateral Repair.
PO NO. PO-002940

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with The Emergency Sewer Lateral Repair to 5435 Dubois Ave. dated May 1, 2023 and all terms and conditions of the agreement between the City of Port Orange and Danus Utilities INC. The **effective date** of this **Notice to Proceed** is May 3, 2023 with a **Substantial Completion** date of June 22, 2023 and a **Final Completion** by July 2, 2023

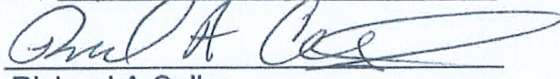
Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Richard A Colby, Project Manager via email and the original to the address below:

All future correspondence or requests for changes to the contract must be addressed to the Director.

ISSUED BY:

Owner: City of Port Orange

This 2nd day of May 2023.

By: 
Richard A Colby

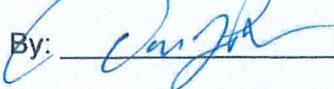
Title: Project Manager

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Danus Utilities, INC.

This 3 day of May, 2023

By: 

Title: President



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B7d) Approval of a Mitigation Credit Reservation and Purchase Agreement with Miami Alternatives, LLC for the transfer and sell of mitigation credits for the Port Orange Field Operations Facility development project

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve a Mitigation Credit Reservation and Purchase Agreement with Miami Alternatives, LLC for the transfer and sell of mitigation credits for the Port Orange Field Operations Facility development project.

SUMMARY: The Engineering Department is requesting Council to approve a Mitigation Credit Reservation and Purchase Agreement with Miami Alternatives, LLC, the owner of Farnton Mitigation Bank (FMB), for the transfer and selling of mitigation credits for the construction of the Public Utilities Field Operations Facility project for \$74,400.00.

To construct the stormwater management system for the proposed facility, small surface water and wetland are being impacted. As part of the Environmental Resource Permitting process, the St. Johns River Water Management District (SJRWMD) is requiring the city to purchase mitigation credits. SJRWMD requires the purchase of 0.62 herbaceous freshwater and the 0.07 forested freshwater Uniform Mitigation Assessment Method (UMAM) wetland mitigation credits. The city owns and operates a permitted wetland mitigation bank and can provide the 0.07 forested freshwater credits; however, the city's bank does not contain available credits for the 0.62 herbaceous freshwater credits. Therefore, the city will have to purchase the credits from Miami Alternative, LLC to offset these wetland impacts associated with the proposed development of the Port Orange Field Operations Facility, SJRWMD Application Number: 114055-3.

The number of credits to be purchased is 0.62 herbaceous freshwater state UMAM. The calculation is based on a per credit price of \$120,000 resulting in the total purchase amount of \$74,400.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Mitigation Agreement	Mitigation Agreement.pdf
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2.	PU Field Ops SJRWMD Mitigation Credit Calculation	PU Field Ops SJRWMD Mitigation Credit Calculation.pdf
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Julia Wiggins	Created/Initiated - 5/24/2023
Richard Colby	Approved - 5/24/2023
Junos Reed	Approved - 5/24/2023
John McKinney	Approved - 5/25/2023
Matthew Jones	Approved - 6/8/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/8/2023

MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (hereinafter "Agreement") is made by and between **Miami Alternatives, LLC**, a Delaware limited liability company (hereinafter "Seller"), and **City of Port Orange** (hereinafter "Buyer") (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, Seller owns the Farnton Mitigation Bank (FMB) with mitigation credits (hereinafter "Credits") available for transfer and sale under St. Johns River Water Management District (hereinafter "SJRWMD") Permit No. 4-127-76185-25 and U.S. Army Corps of Engineers Permit No. MBI/1998-01836(IP-ME);

WHEREAS, as part of the environmental permitting process involving the SJRWMD it is anticipated that Buyer's permits from the aforereferenced respective governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation;

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Property on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of project known as **Port Orange Field Operations Facility** (hereinafter "Project") SJRWMD Application Number: 114055-3;

WHEREAS, the number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be **0.62 herbaceous** freshwater state UMAM;

WHEREAS, Seller requires as part of this Agreement for Buyer to remit this Agreement and funds to Seller, in order to allow Seller to submit minor permit modifications (hereinafter "Minor Permit Modifications") for a debit of Credits from the SJRWMD LEDGER so that the aforesaid respective Credits can be transferred to the Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **Terms of Purchase.** The purchase price (hereinafter "Purchase Price") of the Credits is Seventy-Four Thousand Four Hundred Dollars (\$74,400.00) based on a per credit price of One Hundred Twenty Thousand Dollars (\$120,000.00) payable in cash, wired federal funds, cashier's check or check drawn on a U.S. banking institution. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by SJRWMD. A 10% deposit, in the amount of Seven Thousand Four Hundred Forty (\$7,440.00) shall accompany submittal of this Agreement. All payments shall be paid to

the account of Miami Alternatives, LLC at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611.

2. **Reservation Period.** This reservation shall commence upon the signing of this Agreement and the credit reservation shall expire the earlier of 90 days after the effective date or upon permit issuance. The deposit payment shall be paid to the account of Miami Alternatives, LLC at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611 on or before July 31, 2023, to complete the reservation in accordance with this agreement.
3. **Adjustment of Credit Reservation.** Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer. The Seller also agrees to increase the number of credits reserved, if available, at the following pricing: (1) state-only credits at one hundred twenty thousand dollars (\$120,000.00) per credit, (2) joint state and federal credits at one hundred thirty thousand dollars (\$130,000.00) per credit or (3) federal credits (WRAP only) in excess of the state credits will be fifty thousand dollars (\$50,000.00) per credit. The Deposit(s) in either a decreased need or an increased need will be applied to the final purchase price. In the case of a credit reservation adjustment within the reservation period identified above, an addendum to this agreement will be executed by both the Seller and Buyer.
4. **Covenants of Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from the SJRWMD for the Mitigation Property. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 4 shall survive the closing hereunder.
5. **Conditions of Transfer of Credit.** Prior to the transfer of Credits, Buyer shall provide a true and correct copy of the SJRWMD permit with exhibits and payment of the final balance. Upon receipt of above, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the agencies to effectuate the transfer of Credits as per the conditions of the Buyer's permit (i.e., copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) days to complete.
6. **Debit of Credits and Transfer.** Upon notification of the debit of the Credits by the SJRWMD, the same shall be transferred to Buyer together with documents evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from the SJRWMD of the Minor Permit Modification to its Environmental Resources Permit (hereinafter "ERP") evidencing the debit of credits. Once either transfer has been completed, the transfer shall be deemed to be completed.

7. Breach of Seller. If, for some reason, the Credits have not been conveyed to Buyer due to a breach of the Agreement by Seller, then Seller shall refund all monies received from Buyer upon written notice of said breach. Notwithstanding the foregoing, Seller shall have twenty (20) days to remedy said breach; and, if not cured, shall refund all monies to Buyer.
8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
10. Notices. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller: Miami Corporation Management, LLC
Managing Member Miami Alternatives, LLC
Attn: David C. Fuechtman
410 N. Michigan Avenue, Room 590
Chicago, IL 60611
(312) 644-6720
dfuechtman@miami-corp.com

Notices to Buyer: City of Port Orange
Attn: Junos Reed, P.E.
1000 City Center Circle
Port Orange, FL 32129

With a Copy to: The Mitigation Banking Group, Inc.
Attn: Victoria Colangelo
P.O. Box 540285
Winter Springs, Florida 32708
(407) 808-2222
victoria@mitigationbankinginc.com

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above

Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

11. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.
12. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
13. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
14. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
15. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

16. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
17. Effective Date. This Agreement is effective on the date on which the last of the parties signs this Agreement.
18. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.
19. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.
20. Execution of Documents. This Agreement shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The Seller shall retain one (1) fully executed original and the Buyer shall retain one (1) fully executed original.
21. Time is of the Essence. Time is of the essence under the terms of this Agreement.
22. Agreement Not Recordable. This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence of:

WITNESSES:

AS TO SELLER:

SELLER:

MIAMI ALTERNATIVES, LLC

By: _____

Name: _____

Title: _____

Date: _____

AS TO BUYER:

BUYER:

CITY OF PORT ORANGE

By: _____

Name: _____

Title: _____

Date: _____

Reed, Junos

Subject: FW: [EXT] RE: City of Port Orange Field Operations Facility (114055-3) Partial RAI 20035

From: Mallory Tatum

Sent: Monday, January 30, 2023 3:43 PM

To: JREED@port-orange.org

Cc: Sean Meade <smeade@zevcohen.com>; File <<file@zevcohen.com>>; Bill Lites <blites@zevcohen.com>; Bobby Ball <bball@zevcohen.com>

Subject: FW: City of Port Orange Field Operations Facility (114055-3) Partial RAI 20035

Hi Junos,

I met with Justin at SJRWMD late last week regarding the UMAMs out at the PO Ops... We were able to bring them down some. We will need to work on getting a reservation letter for 0.07 forested freshwater credits and 0.62 herbaceous freshwater credits.

We are going to be using PO's mitigation bank, correct?

Mallory Tatum | Environmental Scientist / Project Manager



300 Interchange Blvd. | Suite C

Ormond Beach, FL. 32174

P: 386-677-2482 | F: 386-677-2505 | M: 813-482-1014

mtatum@zevcohen.com | www.zevcohen.com



From: Justin Dahl [<mailto:JDahl@sjrwmd.com>]

Sent: Friday, January 27, 2023 3:01 PM

To: Mallory Tatum <mtatum@zevcohen.com>

Subject: RE: City of Port Orange Field Operations Facility (114055-3) Partial RAI 20035

Hello Mallory. As discussed, see UMAM scoring below. That'll calculate out to 0.07 forested freshwater credits and 0.62 herbaceous freshwater credits. Thanks!

[illegible]

www.sjrwmnd.com/ePermit



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B7e) Approval of a Standard Contract for Services to Verdego, LLC for landscaping services for retention ponds

DEPARTMENT: Public Works

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve a Standard Contract for Services to Verdego, LLC for landscaping services for retention ponds in an amount not to exceed \$69,750.00, annually; authorizing the Mayor and City Clerk to execute all necessary documents; and authorizing the City Manager's approval for annual renewals.

SUMMARY: Approval of a Standard Contract for Services is requested to be issued to Verdego, LLC, in an amount not to exceed \$69,750.00 for the initial two-year term, with three optional one-year renewals.

Landscaping for the retention ponds went out to bid and then under contract with Scotty Boy Landscaping and Maintenance, LLC in August 2019 with the last available renewal expiring August 1, 2023 and was last valued at \$62,228.00.

A request for quotation was sent to landscape companies, including the current contract holder, and three companies submitted competitive quotes for review. Public Works staff recommends award of this work to the lowest quotation, with Verdego, LLC, final value of \$69,750.00. This quote is below the staff's original estimated price of \$75,000.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	VerdeGo, LLC - Standard Contract for Services	VerdeGo, LLC - Standard Contract for Services.pdf
2.	Landscape Maintenance Retention Ponds Scope of Services rev2	Landscape Maintenance Retention Ponds Scope of Services rev2.docx
3.	Landscape Services for Retention Ponds Rev 2 Bid form	Landscape Services for Retention Ponds Rev 2 Bid form.xlsx
4.	Retention Pond Mowing - Map	Retention Pond Mowing - Map.pdf
5.	Addendum 1	Addendum 1.docx
6.	05222023_Proposal - yellowstone	05222023_Proposal - yellowstone.pdf

7.	VerdeGo - City of Port Orange Retention Ponds	VerdeGo - City of Port Orange Retention Ponds.pdf
8.	RFQ Landscaping Services for Retention Ponds - Scotty Boy Landscaping	RFQ Landscaping Services for Retention Ponds - Scotty Boy Landscaping.pdf
9.	Port Orange COI	Port Orange COI.pdf

Denyce Frey	Created/Initiated - 5/30/2023
Tom DiEulio	Approved - 5/30/2023
John McKinney	Approved - 6/1/2023
Matthew Jones	Approved - 6/2/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/8/2023



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 **VERDEGO, LLC** ("Contractor"), a Florida limited liability corporation, whose principal address is 3335 North State Street, Bunnell, Florida 32110. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide landscaping services for retention ponds, and as more further described in Scope of Work, Addendum 1, Retention Pond Mowing Map, and Contractors Schedule of Unit Pricing, attached hereto as Exhibit "1." Contractor represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). The Contract shall commence upon execution of the Contract by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: This Contract may be renewed for three (3) optional one-year periods, upon written agreement of the Parties, City Manager approval, and budget appropriation.

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 Notice to Proceed and written Purchas Order issued and executed by the City and signed by the Contractor. 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 an amount not to exceed budget appropriation 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 Administration. The Public Works Director, Thomas DiEulio, 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 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).	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> 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.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	

☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond 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. 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.

22. 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.

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

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

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

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

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

Copy to: City of Port Orange
Attention: Thomas P. DiEulio, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5752

Contractor: VerdeGo, LLC
Attention: T.J. McNitt, President
3335 North State Street
Bunnell, Florida 32110
(386) 437-3122 - Telephone
dsimmons@verdego.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.

28. Contract Construction

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

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

Witnesses:

Printed Name: _____

Printed Name: _____

HEARTLAND FLORIDA, LLC
By U.S. FACILITY SERVICES, LLC
By VERDEGO LANDSCAPE, LLC

.

By: _____

Printed Name: _____

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.

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote, Section 3 Scope of Work, Addendum No. 1, Retention Pond Mowing Map

Consisting of 9 Pages

SCHEDULE OF UNIT PRICING							
CITY OF PORT ORANGE LANDSCAPING SERVICES for RETENTION PONDS							
Completed Schedule of Unit Pricing form MUST be included with Submission							
Contractors are required to complete all fields shaded in green. All other fields will be automatically calculated.							
			NAME OF BUSINESS:		VerdeGo Landscape LLC		
			CONTACT PERSON:		Billy Genovese		
			EMAIL ADDRESS:		bgenovese@verdego.com		
			AUTHORIZED NAME:				
			AUTHORIZED				
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH APPLICATION	TOTAL ANNUAL COST
				MOW	PER YEAR		
1	Commonwealth Boulevard Retention Pond	30,488	0.7	35	24	130	\$ 970.00
2	Frederick Avenue Retention Pond	95,931	2.2	130	24	N/A	\$ 3,120.00
3	Westridge Avenue Retention Pond	42,821	0.98	105	24	65	\$ 2,585.00
4	Farmbrook Road Retention Pond	47,000	1.08	70	24	65	\$ 1,745.00
5	Nova Road Retention Pond #1	60,040	1.38	95	24	65	\$ 2,345.00
6	Nova Road Retention Pond #2	90,125	2.07	95	24	65	\$ 2,345.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	135	24	N/A	\$ 3,240.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	200	24	N/A	\$ 4,800.00
9	Nova Road Retention Pond #5	65,075	1.49	75	24	N/A	\$ 1,800.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	50	24	N/A	\$ 1,200.00
11	Devon Street Retention Pond	47,060	1.5	35	24	N/A	\$ 840.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	30	24	N/A	\$ 720.00
13	Taylor Woods Retention Pond	125,550	2.88	120	24	N/A	\$ 2,880.00
14	Nixon Lane	26,220	0.60	55	24	N/A	\$ 1,320.00
15	Tompkins Drive Retention Pond	40,316	0.93	60	24	N/A	\$ 1,440.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	35	24	N/A	\$ 840.00
17	Canal View Boulevard Retention Pond	65,574	1.51	100	24	N/A	\$ 2,400.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	185	24	N/A	\$ 4,440.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	50	24	N/A	\$ 1,200.00
20	Causeway Retention Pond (west end)	4,784	0.11	30	24	N/A	\$ 720.00
21	Cambridge Pump Station Retention Pond	228,300	5.24	450	24	N/A	\$ 10,800.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	65	24	N/A	\$ 1,560.00
23	Public Utilities Easement	15,210	0.35	45	24	N/A	\$ 1,080.00
24	Baywood Retention Pond	16,000	0.37	35	24	N/A	\$ 840.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	40	24	N/A	\$ 960.00
26	Viking Drive Retention Pond	10,800	0.25	25	24	N/A	\$ 600.00
27a	Stillwood Court Retention Pond 1	13,500	0.31	30	24	N/A	\$ 720.00
27b	Stillwood Court Retention Pond 2	5,500	0.13	25	24	N/A	\$ 600.00
28	Cross Creek Dry Retention Ponds (3 Ponds)	90,000	2.07	120	24	N/A	\$ 2,880.00
29	Sugar House Dr Pond	40,000	0.92	80	24	N/A	\$ 1,920.00
30	Miles Drive Retention Pond	56,750	1.30	70	24	N/A	\$ 1,680.00
31	5096 Orange Blvd. Retention Pond	18,260	0.42	40	24	N/A	\$ 960.00
32	West Bayshore Dr.	13,200	0.30	30	24	N/A	\$ 720.00
33	Raintree Drive	25,000	0.57	50	24	N/A	\$ 1,200.00
34	Southport Dr	100,000	2.30	95	24	N/A	\$ 2,280.00
						TOTAL PRICE	\$ 69,750.00

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:

Professional Landscaping Maintenance Service

Retention Ponds

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES:

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

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

RETENTION POND MAINTENANCE

Class "D" Maintenance Level

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

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

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

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Bermuda and Zoysia – 1-2 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including

but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS:

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

STRING TRIMMING OF TURFGRASS:

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

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS:

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

ADJUSTING AND REMOVING TREE STAKE KITS:

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

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS:

Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

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

CREPE MYRTLE TREES:

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

WEEDING OF LANDSCAPE PLANTING BEDS:

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

REMOVING DEAD PLANT MATERIAL:

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

REMOVING DEAD PLANT MATERIAL:

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

EROSION:

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

ADDITIONAL REQUIREMENTS

EQUIPMENT:

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

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

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

EQUIPMENT STORAGE:

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

EQUIPMENT FUELING AND LUBRICATING:

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

CONTRACTOR SCHEDULE:

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

FREEZE DAMAGE:

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

REPLACEMENT OF PLANT MATERIALS:

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

TRAFFIC REGULATION:

The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations. The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

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

EXTRAORDINARY OCCURRENCES:

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

CONTRACT PERFORMANCE:

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

- Failure to resolve complaints within twenty-four (24) hour period.
- Failure to provide safe equipment.
- Failure to provide required documentation in a timely and accurate manner.
- Failure to report damage to irrigation system(s).
- Failure to report property damage or personal injury.
- Failure to remove all trash from the site(s).
- Failure to perform scheduled service.
- Landscape employees not adhering to uniform/protective clothing requirements.

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

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

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):

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

CONTRACT TERMS AND RATE ADJUSTMENT:

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 3 years in annual increments, upon agreement of both parties.

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

SUPERVISION:

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

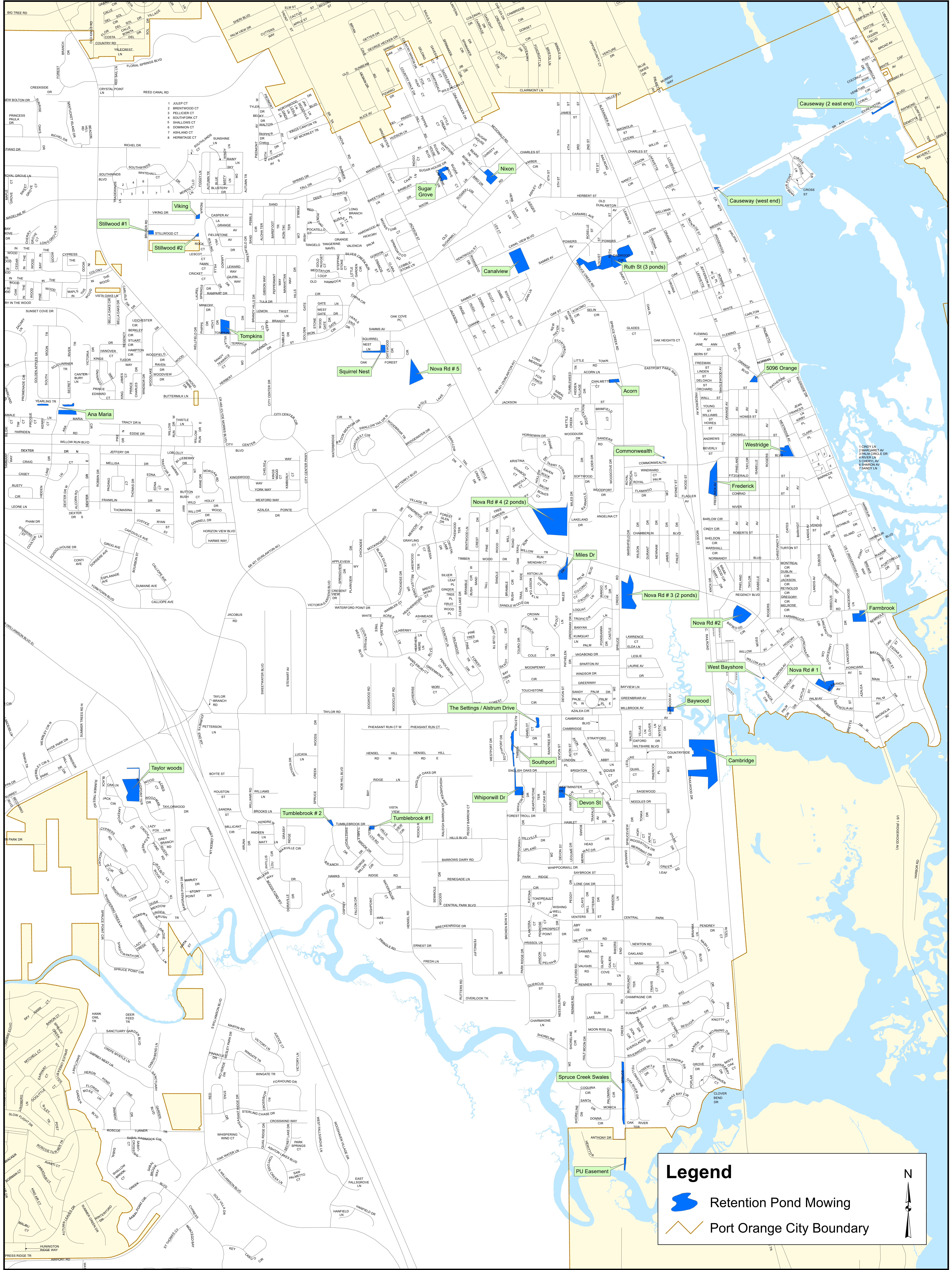
The Contractor shall comply with all City regulations.

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

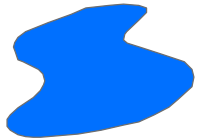
CONTACT PERSON:

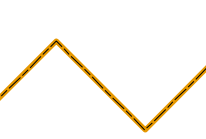
The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

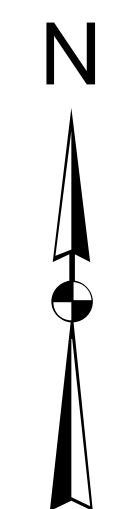
All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.



Legend

Retention Pond Mowing

Port Orange City Boundary



N

Professional Landscaping Maintenance Service

Retention Ponds

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES:

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

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

RETENTION POND MAINTENANCE

Class "D" Maintenance Level

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

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

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

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Bermuda and Zoysia – 1-2 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including

but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS:

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

STRING TRIMMING OF TURFGRASS:

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

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS:

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

ADJUSTING AND REMOVING TREE STAKE KITS:

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

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS:

Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

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

CREPE MYRTLE TREES:

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

WEEDING OF LANDSCAPE PLANTING BEDS:

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

REMOVING DEAD PLANT MATERIAL:

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

REMOVING DEAD PLANT MATERIAL:

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

EROSION:

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

ADDITIONAL REQUIREMENTS

EQUIPMENT:

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

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

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

EQUIPMENT STORAGE:

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

EQUIPMENT FUELING AND LUBRICATING:

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

CONTRACTOR SCHEDULE:

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

FREEZE DAMAGE:

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

REPLACEMENT OF PLANT MATERIALS:

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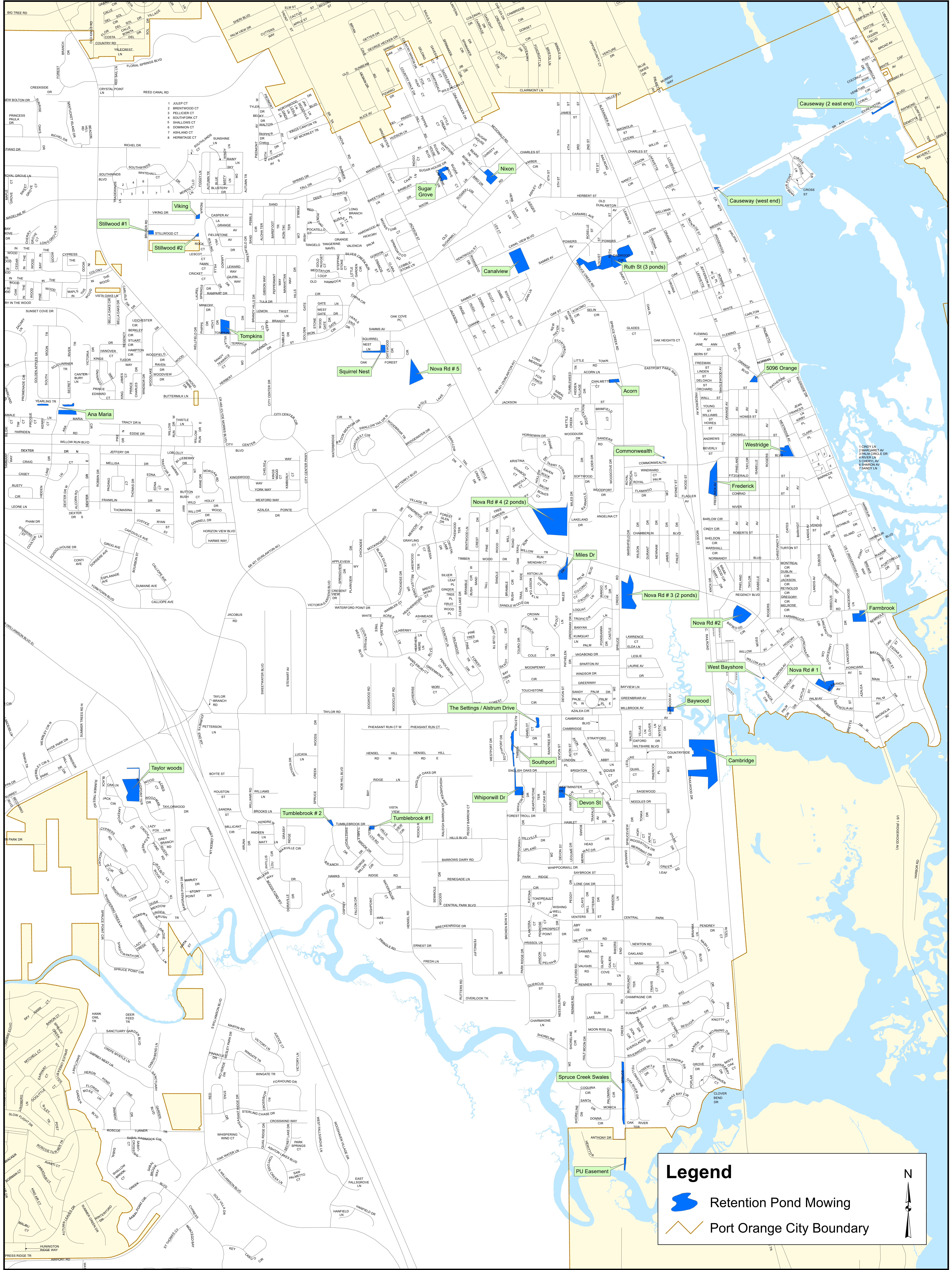
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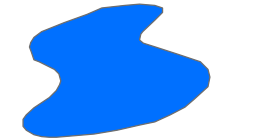
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SCHEDULE OF UNIT PRICING							
CITY OF PORT ORANGE LANDSCAPING SERVICES for RETENTION PONDS							
Completed Schedule of Unit Pricing form MUST be included with Submission							
Contractors are required to complete all fields shaded in green. All other fields will be automatically calculated.							
			NAME OF BUSINESS:				
			CONTACT PERSON:				
			EMAIL ADDRESS:				
			AUTHORIZED NAME:				
			AUTHORIZED				
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH	TOTAL ANNUAL COST
				MOW	PER YEAR	APPLICATION	
1	Commonwealth Boulevard Retention Pond	30,488	0.7		24		\$ -
2	Frederick Avenue Retention Pond	95,931	2.2		24	N/A	\$ -
3	Westridge Avenue Retention Pond	42,821	0.98		24		\$ -
4	Farmbrook Road Retention Pond	47,000	1.08		24		\$ -
5	Nova Road Retention Pond #1	60,040	1.38		24		\$ -
6	Nova Road Retention Pond #2	90,125	2.07		24		\$ -
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24	N/A	\$ -
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24	N/A	\$ -
9	Nova Road Retention Pond #5	65,075	1.49		24	N/A	\$ -
10	Whippoorwill Drive Retention Pond	61,348	1.41		24	N/A	\$ -
11	Devon Street Retention Pond	47,060	1.5		24	N/A	\$ -
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24	N/A	\$ -
13	Taylor Woods Retention Pond	125,550	2.88		24	N/A	\$ -
14	Nixon Lane	26,220	0.60		24	N/A	\$ -
15	Tompkins Drive Retention Pond	40,316	0.93		24	N/A	\$ -
16	Squirrel Nest Lane Retention Pond	20,000	0.46		24	N/A	\$ -
17	Canal View Boulevard Retention Pond	65,574	1.51		24	N/A	\$ -
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24	N/A	\$ -
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6		24	N/A	\$ -
20	Causeway Retention Pond (west end)	4,784	0.11		24	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24		24	N/A	\$ -
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33		24	N/A	\$ -
23	Public Utilities Easement	15,210	0.35		24	N/A	\$ -
24	Baywood Retention Pond	16,000	0.37		24	N/A	\$ -
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43		24	N/A	\$ -
26	Viking Drive Retention Pond	10,800	0.25		24	N/A	\$ -
27a	Stillwood Court Retention Pond 1	13,500	0.31		24	N/A	\$ -
27b	Stillwood Court Retention Pond 2	5,500	0.13		24	N/A	\$ -
28	Cross Creek Dry Retention Ponds (3 Ponds)	90,000	2.07		24	N/A	\$ -
29	Sugar House Dr Pond	40,000	0.92		24	N/A	\$ -
30	Miles Drive Retention Pond	56,750	1.30		24	N/A	\$ -
31	5096 Orange Blvd. Retention Pond	18,260	0.42		24	N/A	\$ -
32	West Bayshore Dr.	13,200	0.30		24	N/A	\$ -
33	Raintree Drive	25,000	0.57		24	N/A	\$ -
34	Southport Dr	100,000	2.30		24	N/A	\$ -
						TOTAL PRICE	\$ -

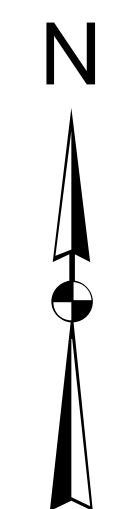
NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:



Legend

Retention Pond Mowing

Port Orange City Boundary





CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #1

Request for Quote – Landscape Services for Retention Ponds

To All Quoters:

The following changes, clarifications and additions are hereby made part of the RFQ and specifications for the above referenced project dated May 18th, 2023 and prepared by the City of Port Orange as fully and completely as if the same were fully set forth therein.

A. **CLARIFICATIONS:**

Map Reference “The Settings – Alstrum” = Bid Tab Reference “Raintree Dr”

Map Reference “Ana Maria” = Bid Tab Reference “Cross Creek Dry Retention (3 ponds)”

B. **CHANGES TO SPECIFICATIONS:**

None

C. **QUESTIONS AND ANSWERS:**

Question #1 – I do not see Raintree Dr on the Map. However, I do see “The Settings – Atrium Dr”. Are these the same? If not, will you please provide location of pond on Raintree Dr

Answer #1 – The map references “The Settings – Alstrum” and this refers to the pond on Raintree Dr.

Question #2 – Anna Maria is NOT Bid Sheet but it is shown on the Map. Is it included or not?

Answer #2 – Ana Maria is referenced on the map as “Cross Creek Dry Retention (3 ponds), they are one and the same.

Question #3 – Item 28 – Cross Creek Dry Retention (3 ponds) I have not been able to locate on the map. Please provide location

Answer #3 – See answer #2 above.

Question #4 – I noticed mulch is included in the scope of work however, there is no mulch at 5 sites. Will mulch be added, if so, what is the estimated amount to be put down

Answer #4 – You are correct, there is no mulch at 5 sites. If mulch is already present it is to be maintained; it is not required to be added to any areas that it is not currently residing.

Question #5 – Could you please provide me with the name of the current provider and the contract dollar amount. Also, are there any renewal options left on the current contract?

Answer #5 – The current contract is with Scotty Boy Landscaping & Maintenance, LLC. The initial contract term was for 2 years, ending 8/2/2021. The contract has 2 one year renewal options, both of which were executed, expiring 8/1/2023. The annual contract value was \$62,228.00 at the time of award in 2019 and remains the same for the last year ending 2023.

The scope of services is comparable to the RFQ presented here, however, this RFQ does not require a Payment and Performance Bond.

In all other respects, except as specifically stated herein, the subject RFQ remains unchanged.

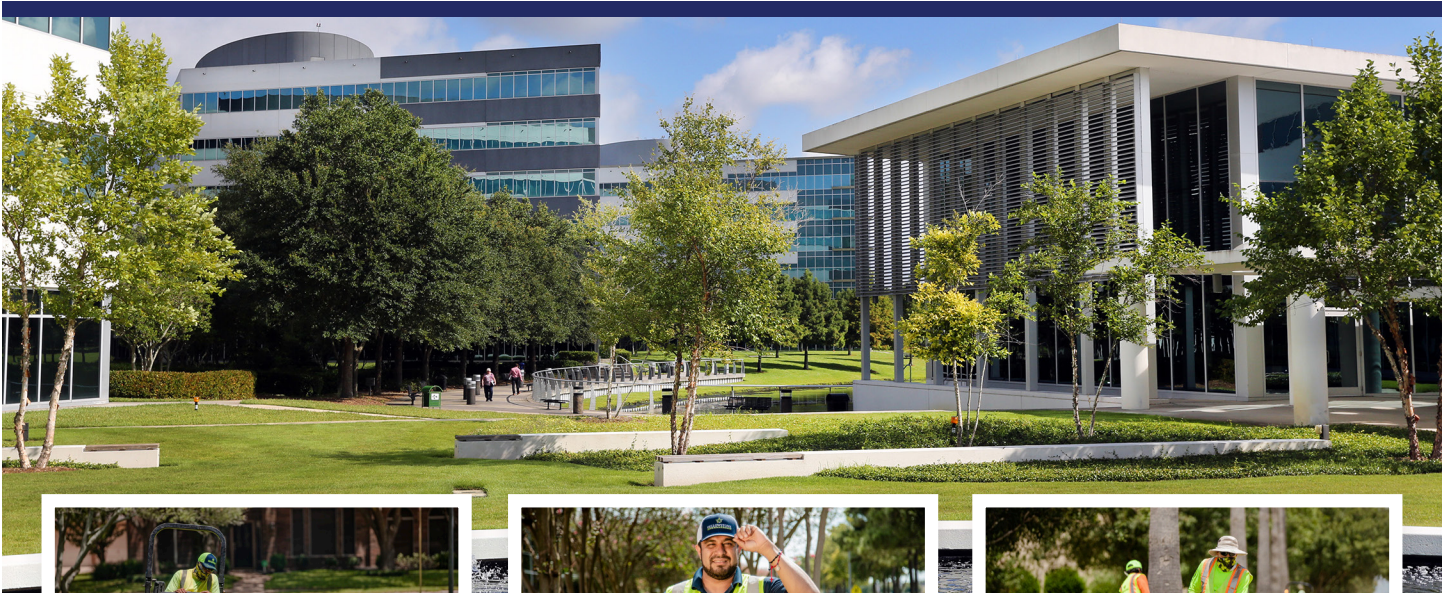
END OF ADDENDUM #1

Denyce Frey
Administrative Supervisor
dfrey@port-orange.org



Capabilities Statement

Commercial Landscaping Services



CORPORATE OVERVIEW

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. Since then, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, tree care, irrigation, and snow & ice management services.

As the landscape industry's largest privately held company, we are proud to serve more than three thousand client properties from over 50 local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

COMPANY DATA

Business Entity Name: Yellowstone Landscape - Southeast LLC
Headquarters Address: 3235 N State St, Bunnell, FL 32110
FEI/EIN Number: 20-2993503
Incorporation Date: 01.28.2008 (Delaware)

SERVICES OFFERED



**Landscape
Maintenance**



**Landscape
Enhancements**



**Landscape
Installation**



**Commercial
Tree Care**



**Irrigation & Water
Management**



**Snow & Ice
Management**

Financial Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 4000 clients from 45 local branch operations facilities across 12 states in the South, Southwest, and Midwest. In 2019 Yellowstone's growth reached a level that made us the **largest, privately-owned landscape service company in North America**.

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$358,000,000 in 2020. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$40 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:

Kyle Blummer
Antares Capital, L.P.
Chicago, IL 60661
P: 312-638-4042

Trusted by Clients Across the Country



Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

These local operating teams are supported by the collective strength of a national leader in commercial landscaping services.

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. Just do what's right.

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to our valued clients across the country.

Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a **safe, healthy work environment**, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to **behave professionally and remain alert** to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination of targeted management tools rather than broad blanket applications to create an environment free from pests and disease.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment. Our firm's EFI equipment purchases over the past 6 years have dramatically reduced greenhouse gas emissions over previously used carbuerated models.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Landscape Maintenance



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into your **Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.

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.

Print or type.
See Specific Instructions on page 3.

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

Yellowstone Landscape - Southeast LLC

2 Business name/disregarded entity name, if different from above

dba Yellowstone Landscape

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) ►

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.

3235 N. State Street, PO BOX 849

Requester's name and address (optional)

6 City, state, and ZIP code

Bunnell, FL 32110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	2	9	9	3	5	0	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

01/05/2023

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2023

3/2/2023

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No):																					
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER B :</td><td>ACE Property and Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Safety National Casualty Corporation	15105	INSURER B :	ACE Property and Casualty Insurance Company	20699	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES Main NI COI's **CERTIFICATE NUMBER:** 19337206 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide&Herbicide ☒ SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	GL6676218	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	XOOG72569647	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	LDS4066360	4/1/2022	4/1/2023	☒ 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

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19337206
Evidence of Coverage

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscape Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Boren's Grass Groomers, LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC



CITY OF PORT ORANGE

VENDOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Landscape Services for Retention Ponds

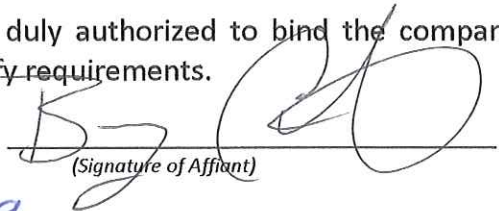
I, the undersigned, hereby certify that Yellowstone Landscape [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure 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 Yellowstone Landscape [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit (print out the first 2 pages and send along with this form).

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

Barry Critcher, Business Development Manager
(Print or Type Name, Title)


(Signature of Affiant)

20-2993503
(Federal Employer ID Number – FEIN)

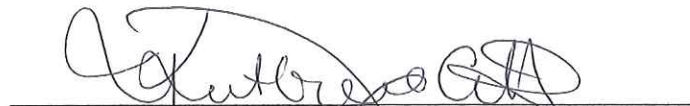
647969
(E-Verify Number)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 22nd day of May, 20 23, by Barry Critcher as Business Development Yellowstone Landscape on behalf of the company. He/she is personally known to me or has produced FLCD (TYPE OF ID) as identification.



Katherine Collins
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG971104
Expires 3/18/2024


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

This document must be completed and returned with your Submittal

Client Company: Yellowstone Landscape - Southeast, LLC

[Client Companies](#) > Yellowstone Landscape - Southeast, LLC

Yellowstone Landscape - Southeast, LLC Profile **ACTIVE**

Company Information

Company Name	Doing Business As (DBA) Name
Yellowstone Landscape - Southeast, LLC	---
Company ID	Enrollment Date
648969	Mar 04, 2013
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
202993503	---
DUNS Number	Total Number of Employees
---	500 to 999
NAICS Code	Sector
561	Administrative and Support and Waste Management and Remediation Services
Subsector	
Administrative and Support Services	

Client Company: ALSW, LLC a subsidiary of Yellowstone Landscape - Southeast, LLC

[Client Companies](#) > [ALSW, LLC a subsidiary of Yellowstone Landscape - Southeast, LLC](#)

ALSW, LLC a subsidiary of Yellowstone Landscape - Southeast, LLC Profile **ACTIVE**

Company Information

Company Name

ALSW, LLC a subsidiary of Yellowstone Landscape - Southeast, LLC

Doing Business As (DBA) Name

ALSW, LLC a subsidiary of Yellowstone Landscape - Southeast, LLC

Company ID

648975

Enrollment Date

Mar 04, 2013

Employer Identification Number (EIN)

203078428

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

500 to 999

NAICS Code

561

Sector

Administrative and Support and Waste Management and Remediation Services

Subsector

Administrative and Support Services

SCHEDULE OF UNIT PRICING							
CITY OF PORT ORANGE LANDSCAPING SERVICES for RETENTION PONDS							
Completed Schedule of Unit Pricing form MUST be included with Submission							
Contractors are required to complete all fields shaded in green. All other fields will be automatically calculated.							
Yellowstone Landscape - Southeast, LLC			NAME OF BUSINESS:				
Barry Critcher			CONTACT PERSON:				
bcritcher@yellowstonelandscape.com			EMAIL ADDRESS:				
Barry Critcher			AUTHORIZED NAME:				
Barry Critcher			AUTHORIZED				
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH	TOTAL ANNUAL COST
				MOW	PER YEAR	APPLICATION	
1	Commonwealth Boulevard Retention Pond	30,488	0.7	75	24	300	\$ 2,100.00
2	Frederick Avenue Retention Pond	95,931	2.2	200	24	N/A	\$ 4,800.00
3	Westridge Avenue Retention Pond	42,821	0.98	100	24	650	\$ 3,050.00
4	Farmbrook Road Retention Pond	47,000	1.08	150	24	500	\$ 4,100.00
5	Nova Road Retention Pond #1	60,040	1.38	150	24	250	\$ 3,850.00
6	Nova Road Retention Pond #2	90,125	2.07	200	24	250	\$ 5,050.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	275	24	N/A	\$ 6,600.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	150	24	N/A	\$ 3,600.00
9	Nova Road Retention Pond #5	65,075	1.49	150	24	N/A	\$ 3,600.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	150	24	N/A	\$ 3,600.00
11	Devon Street Retention Pond	47,060	1.5	150	24	N/A	\$ 3,600.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	75	24	N/A	\$ 1,800.00
13	Taylor Woods Retention Pond	125,550	2.88	250	24	N/A	\$ 6,000.00
14	Nixon Lane	26,220	0.60	75	24	N/A	\$ 1,800.00
15	Tompkins Drive Retention Pond	40,316	0.93	100	24	N/A	\$ 2,400.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	75	24	N/A	\$ 1,800.00
17	Canal View Boulevard Retention Pond	65,574	1.51	150	24	N/A	\$ 3,600.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	250	24	N/A	\$ 6,000.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	75	24	N/A	\$ 1,800.00
20	Causeway Retention Pond (west end)	4,784	0.11	50	24	N/A	\$ 1,200.00
21	Cambridge Pump Station Retention Pond	228,300	5.24	375	24	N/A	\$ 9,000.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	150	24	N/A	\$ 3,600.00
23	Public Utilities Easement	15,210	0.35	50	24	N/A	\$ 1,200.00
24	Baywood Retention Pond	16,000	0.37	50	24	N/A	\$ 1,200.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	50	24	N/A	\$ 1,200.00
26	Viking Drive Retention Pond	10,800	0.25	50	24	N/A	\$ 1,200.00
27a	Stillwood Court Retention Pond 1	13,500	0.31	50	24	N/A	\$ 1,200.00
27b	Stillwood Court Retention Pond 2	5,500	0.13	50	24	N/A	\$ 1,200.00
28	Cross Creek Dry Retention Ponds (3 Ponds)	90,000	2.07	200	24	N/A	\$ 4,800.00
29	Sugar House Dr Pond	40,000	0.92	100	24	N/A	\$ 2,400.00
30	Miles Drive Retention Pond	56,750	1.30	100	24	N/A	\$ 2,400.00
31	5096 Orange Blvd. Retention Pond	18,260	0.42	50	24	N/A	\$ 1,200.00
32	West Bayshore Dr.	13,200	0.30	50	24	N/A	\$ 1,200.00
33	Raintree Drive	25,000	0.57	75	24	N/A	\$ 1,800.00
34	Southport Dr	100,000	2.30	200	24	N/A	\$ 4,800.00
						TOTAL PRICE	\$ 108,750.00

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:

NA



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #1

Request for Quote – Landscape Services for Retention Ponds

To All Quoters:

The following changes, clarifications and additions are hereby made part of the RFQ and specifications for the above referenced project dated May 18th, 2023 and prepared by the City of Port Orange as fully and completely as if the same were fully set forth therein.

A. CLARIFICATIONS:

Map Reference “The Settings – Alstrum” = Bid Tab Reference “Raintree Dr”

Map Reference “Ana Maria” = Bid Tab Reference “Cross Creek Dry Retention (3 ponds)”

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question #1 – I do not see Raintree Dr on the Map. However, I do see “The Settings – Atrium Dr”. Are these the same? If not, will you please provide location of pond on Raintree Dr

Answer #1 – The map references “The Settings – Alstrum” and this refers to the pond on Raintree Dr.

Question #2 – Anna Maria is NOT Bid Sheet but it is shown on the Map. Is it included or not?

Answer #2 – Ana Maria is referenced on the map as “Cross Creek Dry Retention (3 ponds), they are one and the same.

Question #3 – Item 28 – Cross Creek Dry Retention (3 ponds) I have not been able to locate on the map. Please provide location

Answer #3 – See answer #2 above.

Question #4 – I noticed mulch is included in the scope of work however, there is no mulch at 5 sites. Will mulch be added, if so, what is the estimated amount to be put down

Answer #4 – You are correct, there is no mulch at 5 sites. If mulch is already present it is to be maintained; it is not required to be added to any areas that it is not currently residing.

Question #5 – Could you please provide me with the name of the current provider and the contract dollar amount. Also, are there any renewal options left on the current contract?

Answer #5 – The current contract is with Scotty Boy Landscaping & Maintenance, LLC. The initial contract term was for 2 years, ending 8/2/2021. The contract has 2 one year renewal options, both of which were executed, expiring 8/1/2023. The annual contract value was \$62,228.00 at the time of award in 2019 and remains the same for the last year ending 2023.

The scope of services is comparable to the RFQ presented here, however, this RFQ does not require a Payment and Performance Bond.

In all other respects, except as specifically stated herein, the subject RFQ remains unchanged.

END OF ADDENDUM #1

Denyce Frey
Administrative Supervisor
dfrey@port-orange.org

SCHEDULE OF UNIT PRICING							
CITY OF PORT ORANGE LANDSCAPING SERVICES for RETENTION PONDS							
Completed Schedule of Unit Pricing form MUST be included with Submission							
Contractors are required to complete all fields shaded in green. All other fields will be automatically calculated.							
			NAME OF BUSINESS:		VerdeGo Landscape LLC		
			CONTACT PERSON:		Billy Genovese		
			EMAIL ADDRESS:		bgenovese@verdego.com		
			AUTHORIZED NAME:				
			AUTHORIZED				
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH APPLICATION	TOTAL ANNUAL COST
				MOW	PER YEAR		
1	Commonwealth Boulevard Retention Pond	30,488	0.7	35	24	130	\$ 970.00
2	Frederick Avenue Retention Pond	95,931	2.2	130	24	N/A	\$ 3,120.00
3	Westridge Avenue Retention Pond	42,821	0.98	105	24	65	\$ 2,585.00
4	Farmbrook Road Retention Pond	47,000	1.08	70	24	65	\$ 1,745.00
5	Nova Road Retention Pond #1	60,040	1.38	95	24	65	\$ 2,345.00
6	Nova Road Retention Pond #2	90,125	2.07	95	24	65	\$ 2,345.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	135	24	N/A	\$ 3,240.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	200	24	N/A	\$ 4,800.00
9	Nova Road Retention Pond #5	65,075	1.49	75	24	N/A	\$ 1,800.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	50	24	N/A	\$ 1,200.00
11	Devon Street Retention Pond	47,060	1.5	35	24	N/A	\$ 840.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	30	24	N/A	\$ 720.00
13	Taylor Woods Retention Pond	125,550	2.88	120	24	N/A	\$ 2,880.00
14	Nixon Lane	26,220	0.60	55	24	N/A	\$ 1,320.00
15	Tompkins Drive Retention Pond	40,316	0.93	60	24	N/A	\$ 1,440.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	35	24	N/A	\$ 840.00
17	Canal View Boulevard Retention Pond	65,574	1.51	100	24	N/A	\$ 2,400.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	185	24	N/A	\$ 4,440.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	50	24	N/A	\$ 1,200.00
20	Causeway Retention Pond (west end)	4,784	0.11	30	24	N/A	\$ 720.00
21	Cambridge Pump Station Retention Pond	228,300	5.24	450	24	N/A	\$ 10,800.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	65	24	N/A	\$ 1,560.00
23	Public Utilities Easement	15,210	0.35	45	24	N/A	\$ 1,080.00
24	Baywood Retention Pond	16,000	0.37	35	24	N/A	\$ 840.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	40	24	N/A	\$ 960.00
26	Viking Drive Retention Pond	10,800	0.25	25	24	N/A	\$ 600.00
27a	Stillwood Court Retention Pond 1	13,500	0.31	30	24	N/A	\$ 720.00
27b	Stillwood Court Retention Pond 2	5,500	0.13	25	24	N/A	\$ 600.00
28	Cross Creek Dry Retention Ponds (3 Ponds)	90,000	2.07	120	24	N/A	\$ 2,880.00
29	Sugar House Dr Pond	40,000	0.92	80	24	N/A	\$ 1,920.00
30	Miles Drive Retention Pond	56,750	1.30	70	24	N/A	\$ 1,680.00
31	5096 Orange Blvd. Retention Pond	18,260	0.42	40	24	N/A	\$ 960.00
32	West Bayshore Dr.	13,200	0.30	30	24	N/A	\$ 720.00
33	Raintree Drive	25,000	0.57	50	24	N/A	\$ 1,200.00
34	Southport Dr	100,000	2.30	95	24	N/A	\$ 2,280.00
						TOTAL PRICE	\$ 69,750.00

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2022

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 E-MAIL ADDRESS: tasha.felts@bbbrown.com FAX (A/C, No): (615) 385-8360
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:
	NAIC # 25674 25682

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 ☒ PROJECT ☐ 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)

SAMPLE
CERTIFICATE**CERTIFICATE HOLDER****CANCELLATION**

VERDEGO LLC / VERDEGO LANDSCAPE LLC PO BOX 789 3335 N. STATE STREET BUNNELL FL 32110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF PORT ORANGE

VENDOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: RFQ for Landscape Services for Retention Ponds work in the City of Port Orange

I, the undersigned, hereby certify that VerdeGo Landscape [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.

I acknowledge that it is my responsibility to ensure 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 VerdeGo Landscape [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit (print out the first 2 pages and send along with this form).

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

William Genovese - Dir. of Business Development
(Print or Type Name, Title)

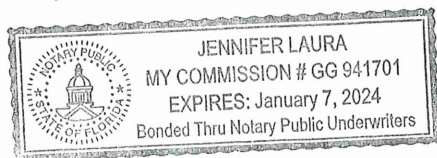
[Signature]
(Signature of Affiant)

27-4398666
(Federal Employer ID Number - FEIN)

Company ID 941484
(E-Verify Number)
ETN - 810985485

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of MAY, 20 23, by William Genovese as Dir. of Business Development of VerdeGo Landscape on behalf of the company. He/she is personally known to me or has produced [Signature] (TYPE OF ID) as identification.



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

This document must be completed and returned with your Submittal

 An official website of the United States government
[Here's how you know](#)



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Verdego Landscape, LLC

Doing Business As (DBA) Name

Company ID

941484

Enrollment Date

Jan 27, 2016

Employer Identification Number (EIN)

810985485

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

561

Sector Administrative and Support and Waste Management and Remediation Services

Subsector

Administrative and Support Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

39 Audubon Lane
Flagler Beach, FL 32136

Mailing Address

PO Box 35
Bunnell, FL 32110

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

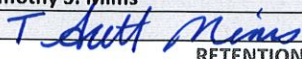
Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



SCHEDULE OF UNIT PRICING							
CITY OF PORT ORANGE LANDSCAPING SERVICES for RETENTION PONDS							
Completed Schedule of Unit Pricing form MUST be Included with Submission							
Contractors are required to complete all fields shaded in green. All other fields will be automatically calculated.							
Scotty Boy Landscaping & Maintenance LLC		NAME OF BUSINESS:					
Timothy (Scott) Mims		CONTACT PERSON:					
scottyboylandscaping@gmail.com		EMAIL ADDRESS:					
Timothy S. Mims		AUTHORIZED NAME:					
		AUTHORIZED SIGNATURE:					
RETENTION PONDS MAINTENANCE LEVELS							
Class "D" Maintenance				TURF MAINTENANCE			
	Name	SQUARE FOOTAGE	ACRES	NUMBER COST PER No. MOWS		COST PER MULCH APPLICATION	TOTAL ANNUAL COST
				MOW	PER YEAR		
1	Commonwealth Boulevard Retention Pond	30,488	0.7	51	24	N/A	\$ 1,224.00
2	Frederick Avenue Retention Pond	95,931	2.2	159	24	N/A	\$ 3,816.00
3	Westridge Avenue Retention Pond	42,821	0.98	71	24	N/A	\$ 1,704.00
4	Farmbrook Road Retention Pond	47,000	1.08	78	24	N/A	\$ 1,872.00
5	Nova Road Retention Pond #1	60,040	1.38	100	24	N/A	\$ 2,400.00
6	Nova Road Retention Pond #2	90,125	2.07	150	24	N/A	\$ 3,600.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	210	24	N/A	\$ 5,040.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	103	24	N/A	\$ 2,472.00
9	Nova Road Retention Pond #5	65,075	1.49	107	24	N/A	\$ 2,568.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	102	24	N/A	\$ 2,448.00
11	Devon Street Retention Pond	47,060	1.5	108	24	N/A	\$ 2,592.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	39	24	N/A	\$ 936.00
13	Taylor Woods Retention Pond	125,550	2.88	208	24	N/A	\$ 4,992.00
14	Nixon Lane	26,220	0.60	44	24	N/A	\$ 1,056.00
15	Tompkins Drive Retention Pond	40,316	0.93	67	24	N/A	\$ 1,608.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	33	24	N/A	\$ 792.00
17	Canal View Boulevard Retention Pond	65,574	1.51	109	24	N/A	\$ 2,616.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	198	24	N/A	\$ 4,752.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	43	24	N/A	\$ 1,032.00
20	Causeway Retention Pond (west end)	4,784	0.11	10	24	N/A	\$ 240.00
21	Cambridge Pump Station Retention Pond	228,300	5.24	378	24	N/A	\$ 9,072.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	100	24	N/A	\$ 2,400.00
23	Public Utilities Easement	15,210	0.35	25	24	N/A	\$ 600.00
24	Baywood Retention Pond	16,000	0.37	27	24	N/A	\$ 648.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	30	24	N/A	\$ 720.00
26	Viking Drive Retention Pond	10,800	0.25	20	24	N/A	\$ 480.00
27a	Stillwood Court Retention Pond 1	13,500	0.31	23	24	N/A	\$ 552.00
27b	Stillwood Court Retention Pond 2	5,500	0.13	10	24	N/A	\$ 240.00
28	Cross Creek Dry Retention Ponds (3 Ponds)	90,000	2.07	150	24	N/A	\$ 3,600.00
29	Sugar House Dr Pond	40,000	0.92	66	24	N/A	\$ 1,584.00
30	Miles Drive Retention Pond	56,750	1.30	94	24	N/A	\$ 2,256.00
31	5096 Orange Blvd. Retention Pond	18,260	0.42	30	24	N/A	\$ 720.00
32	West Bayshore Dr.	13,200	0.30	25	24	N/A	\$ 600.00
33	Raintree Drive	25,000	0.57	40	24	N/A	\$ 960.00
34	Southport Dr	100,000	2.30	165	24	N/A	\$ 3,960.00
						TOTAL PRICE	\$ 76,152.00

NOTE: PLACE PRICE IN HIGHLIGHTED CELLS:



CITY OF PORT ORANGE VENDOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: RFQ for Landscaping Services for Retention Ponds

I, the undersigned, hereby certify that Scotty Boy Landscaping [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.

I acknowledge that it is my responsibility to ensure 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 Scotty Boy Landscaping [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit (print out the first 2 pages and send along with this form).

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

T. Scott Mims
(Print or Type Name, Title)

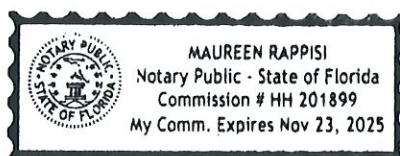
47-1373272
(Federal Employer ID Number – FEIN)

T. Scott Mims
(Signature of Affiant)

1348161
(E-Verify Number)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of May, 20 23, by T. Scott Mims as owner of Scotty Boy Landscaping on behalf of the company. He/she is personally known to me or has produced n/a (TYPE OF ID) as identification.



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



Company ID Number: 1348161

Approved by:

Employer Scotty Boy Landscaping and Maintenance LLC	
Name (Please Type or Print) Stephanie E Mims	Title
Signature Electronically Signed	Date 10/05/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/05/2018



Company ID Number: 1348161

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Scotty Boy Landscaping and Maintenance LLC
Company Facility Address	1303 Dexter Drive W Port Orange, FL 32129
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	471373272
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2023

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 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:	Y	Y	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	Y	Y	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	Y	Y	CUP-0W036142-22-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 Public Works 407 Virginia Ave. Port Orange FL 32127	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B7f) Approval to award ITB #23-05 for Officials and Scorekeepers to American Sports Officials, Inc

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve award of ITB #23-05 for Officials and Scorekeepers to American Sports Officials Inc. and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: On May 17, 2023, Purchasing received one (1) bid submittal for ITB #23-05 Officials and Scorekeepers from American Sports Officials Inc. (ASO). These officials are used by the department for youth and adult sports leagues. This bid is for \$145,460 and is a \$58,000 increase from the prior contract. The department has made the adjustment in the FY24 proposed budget and will absorb the difference in the FY23 budget potentially using increased revenues to cover some of the cost. The Parks & Recreation department recommends approval for a contract with ASO to provide officials and scorekeepers for league play and tournaments for Athletics.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	American Sports Officials, Inc. - Standard Contract for Services ITB 23-05 Officials and Scorekeepers	American Sports Officials, Inc. - Standard Contract for Services ITB 23-05 Officials and Scorekeepers.pdf
2.	23_05 Notice of Intent to Award 5.19.2023	23_05 Notice of Intent to Award 5.19.2023.docx
3.	ITB #23-05 Bid Tabulation 5.19.2023	ITB #23-05 Bid Tabulation 5.19.2023.xlsx
4.	American Sports Officials 5.17.2023 submittal	American Sports Officials 5.17.2023 submittal.pdf
5.	ITB 23-05 Officials and Scorekeepers FINAL(4.17.2023)	ITB 23-05 Officials and Scorekeepers FINAL(4.17.2023).pdf
6.	CM Waiver for Auto insurance for umpire association	FW insurance for umpire association.txt
7.	WC Exemption	WC Exemption.pdf

Peter Ferreira	Created/Initiated - 5/24/2023
Susan Lovallo	Approved - 5/24/2023
John McKinney	Approved - 5/25/2023
Matthew Jones	Approved - 6/2/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/8/2023



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 **AMERICAN SPORTS OFFICIALS, INC.** ("Contractor"), a Florida corporation, whose principal address is 1908 Sun Valley Street, Titusville, Florida 32780. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Officials and Scorekeepers, and as more specifically described in Intent to Bid 23-05 ("ITB 23-05"). This Contract together with ITB 23-05, 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 Work of ITB 23-01, and the Bid Tabulation as submitted by Contractor in Contractor's Submittal are attached hereto as Exhibit "1." A complete copy of ITB 23-05 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: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). The Contract shall commence upon execution of the Contract by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: This Contract may be renewed for three (3) optional one-year periods, upon written agreement of the Parties, City Manager approval, and budget appropriation, unless either Party provides at least thirty (30) days notice to the other Party of their intent not to renew the Contract.

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 Notice to Proceed and written Purchas Order issued and executed by the City and signed by the Contractor. 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 budget appropriation 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 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."

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. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit, attached hereto as Exhibit "2." Any Contractor utilizing sub-contractors or independent contractors, shall ensure that said sub-contractor or independent contractor has completed and returned to the City, the City's Release and Waiver of Liability, attached hereto as Exhibit "2," prior to the sub-contractor or independent contractor commencing any work or services as provided by this Contract.

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, subcontractors, or independent contractors not maintain the insurance coverages required herein, or provide an executed release and waiver of liability, as provided in Exhibit "2," 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 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>	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 Comprehensive Business, Automobile Liability.		

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. 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.

22. 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.

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

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

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5852
Contractor:	American Sports Officials, Inc. Attention: Royce M. Morrison, Jr., CEO 1994 Spruce Creek Circle North Port Orange, Florida 32128 (386) 682-9156 - Telephone Jlavin12@att.net - E-Mail 1908 Sun Valley Street Titusville, Florida 32780

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

28. Contract Construction

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

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

Witnesses:

AMERICAN SPORTS OFFICIALS, INC.

Printed Name: _____

Printed Name: _____

By: _____

Royce M. Morrison, Jr, CEO

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.

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote, Section 3 Scope of Work

Consisting of 7 Pages



(ATTACHMENT 1) SCHEDULE OF UNIT PRICING

ITB #23-05

OFFICIALS AND SCOREKEEPERS

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

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

NAME OF BUSINESS:

American Sports Officials, Inc.

CONTACT PERSON:

John Lavin

EMAIL ADDRESS:

JLAVIN12@ATT.NET

AUTHORIZED SIGNATURE:

[Signature]

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Youth Sports Leagues

LOT #	DESCRIPTION	QTY (Games)	Number of Officials or Scorekeepers	Price Per Official or Scorekeeper	Price Per Game	Price Per League
A	BASEBALL - Official					
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 45.00	\$ 55.00	\$ 4,235.00
	Under 10 Yrs Old (1 hr & 15 min Games)	35	2	\$ 50.00	\$ 110.00	\$ 3,850.00
	Under 12 Yrs Old (1 hr & 15 min Games)	35	2	\$ 55.00	\$ 120.00	\$ 4,200.00
	Under 15 Yrs Old (1 hr & 30 min Games)	21	2	\$ 65.00	\$ 140.00	\$ 2,940.00
	BASEBALL - Scorekeeper					
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 25.00	\$ 30.00	\$ 2,310.00
	Under 10 Yrs Old (1 hr & 15 min Games)	35	1	\$ 25.00	\$ 30.00	\$ 1,050.00
	Under 12 Yrs Old (1 hr & 15 min Games)	35	1	\$ 25.00	\$ 30.00	\$ 1,050.00
	Under 15 Yrs Old (1 hr & 30 min Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH BASEBALL:					\$ 20,265.00
B	SOFTBALL - Official					
	Under 9 Yrs Old (1 hr & 15 min Games)	29	1	\$ 50.00	\$ 60.00	\$ 1,740.00
	Under 12 Yrs Old (1 hr & 15 min Games)	29	2	\$ 55.00	\$ 120.00	\$ 3,480.00
	Under 15 Yrs Old (1 hr & 15 min Games)	21	2	\$ 65.00	\$ 140.00	\$ 2,940.00
	SOFTBALL - Scorekeeper					
	Under 9 Yrs Old (1 hr & 15 min Games)	29	1	\$ 25.00	\$ 30.00	\$ 870.00
	Under 12 Yrs Old (1 hr & 15 min Games)	29	1	\$ 25.00	\$ 30.00	\$ 870.00
	Under 15 Yrs Old (1 hr & 15 min Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH SOFTBALL:					\$ 10,530.00
C	VOLLEYBALL - Official					
	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 40.00	\$ 50.00	\$ 1,050.00
	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 45.00	\$ 55.00	\$ 1,155.00
	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 50.00	\$ 60.00	\$ 1,260.00
	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 60.00	\$ 70.00	\$ 1,470.00
	VOLLEYBALL - Scorekeeper					
	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00

	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH VOLLEYBALL:					\$ 7,455.00
D	BASKETBALL - Official					
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2	\$ 40.00	\$ 90.00	\$ 1,890.00
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2	\$ 45.00	\$ 100.00	\$ 6,500.00
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 45.00	\$ 100.00	\$ 2,100.00
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2	\$ 55.00	\$ 120.00	\$ 3,840.00
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 55.00	\$ 120.00	\$ 2,520.00
	BASKETBALL - Scorekeeper					
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1	\$ 25.00	\$ 30.00	\$ 1,950.00
	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1	\$ 25.00	\$ 30.00	\$ 1,950.00
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1	\$ 25.00	\$ 30.00	\$ 1,950.00
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1	\$ 25.00	\$ 30.00	\$ 960.00
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH BASKETBALL:					\$ 37,250.00
E	SOCCER - Official					
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 45.00	\$ 100.00	\$ 6,500.00
	Under 14 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 50.00	\$ 110.00	\$ 2,310.00
	Under 14 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 50.00	\$ 110.00	\$ 2,310.00
	TOTAL FOR YOUTH SOCCER:					\$ 16,970.00
F	FLAG FOOTBALL - Official					
	Under 8 Yrs Old Co-Ed (2 - 16 min Halves)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 13 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	TOTAL FOR YOUTH FLAG FOOTBALL:					\$ 17,550.00
LOT #	DESCRIPTION	QTY (Games)	Number of Officials or Scorekeepers	Price Per Official or Scorekeeper	Price Per Game	Price Per League
Adult Sports Leagues						
G	SOFTBALL - Women's					
	Official (1 hr & 15 min Games)	26	1	\$ 35.00	\$ 45.00	\$ 1,170.00
	Scorekeeper (1 hr & 15 min Games)	26	1	\$ 25.00	\$ 30.00	\$ 780.00
	TOTAL FOR ADULT SOFTBALL - WOMEN'S:					\$ 1,950.00
H	SOFTBALL - Men's					
	Official (1 hr & 15 min Games)	97	1	\$ 35.00	\$ 45.00	\$ 4,365.00
	Scorekeeper (1 hr & 15 min Games)	97	1	\$ 25.00	\$ 30.00	\$ 2,910.00
	TOTAL FOR ADULT SOFTBALL - MEN'S:					\$ 7,275.00
I	SOFTBALL - Co-Ed					
	Official (1 hr & 15 min Games)	74	1	\$ 35.00	\$ 45.00	\$ 3,330.00
	Scorekeeper (1 hr & 15 min Games)	74	1	\$ 25.00	\$ 30.00	\$ 2,220.00

	TOTAL FOR ADULT SOFTBALL - CO-ED:					\$ 5,550.00
	<i>SOCCER - Co-Ed</i>					
J	Official (2 - 25 min Halves)	48	2	\$ 55.00	\$ 120.00	\$ 5,760.00
	TOTAL FOR ADULT SOCCER - CO-ED:					\$ 5,760.00
	<i>SOCCER - Women's</i>					
K	Official (2 - 25 min Halves)	27	2	\$ 55.00	\$ 120.00	\$ 3,240.00
	TOTAL FOR ADULT SOCCER - WOMEN'S:					\$ 3,240.00
	<i>KICKBALL - Co-Ed</i>					
L	Official (1 hr & 15 min Games)	76	1	\$ 40.00	\$ 50.00	\$ 3,800.00
	TOTAL FOR ADULT KICKBALL - CO-ED:					\$ 3,800.00
	<i>FLAG FOOTBALL - Co-Ed</i>					
M	Official (2 - 20 min Halves)	65	2	\$ 45.00	\$ 100.00	\$ 6,500.00
	TOTAL FOR ADULT FLAG FOOTBALL - CO-ED:					\$ 6,500.00
	<i>VOLLEYBALL - Co-Ed</i>					
N	Official (2 out of 3 games)	21	1	\$ 55.00	\$ 65.00	\$ 1,365.00
	TOTAL FOR ADULT VOLLEYBALL - CO-ED:					\$ 1,365.00
	GRAND TOTAL FOR ALL LOTS:					\$ 145,460.00

SECTION 3 – SCOPE OF WORK

A. Personnel

- a. The Contractor is responsible for all Level one (1) background checks of all Officials or Scorekeepers in accordance with Section 435.03 of the Florida Statutes.
- b. The City of Port Orange reserves the right to review all Level one (1) background checks upon request.
- c. The City shall communicate its evaluation to the Contractor within Forty-Eight (48) hours which deems any Official or Scorekeeper unqualified to officiate in league games and/or tournaments. League Coordinator retains the right to refuse any Official or Scorekeeper for any reason at any time.
- d. The Contractor provides the City of Port Orange with trained and qualified Officials and Scorekeepers for all regularly scheduled season games and tournaments and various internal sports programming.
- e. The Contractor trains and evaluates all Officials and Scorekeepers for the various sports leagues. It is mandatory that all Officials maintain a professional demeanor and appearance, including the proper uniform and equipment, as well as physical condition required by governing official's associations.
- f. It is the Contractor's responsibility to ensure that each Official and Scorekeeper provides his/her own transportation. Furthermore, it is the Contractor's responsibility to ensure all Official's wear the proper uniform and equipment. It is not the responsibility of the City of Port Orange to provide or pay for an Official's uniform or equipment.
- g. The Contractor provides all payroll and payment services for each Official and Scorekeeper.
- h. Officials and Scorekeepers are overseeing and officiating sports events on behalf of the City of Port Orange. As such, they are authorized and required to enforce all pertinent rules and bylaws established for various sports leagues, with no deviation. Officials Association Rules which may pertain are:
 - 1. Babe Ruth League
 - 2. National Collegiate Athletic Association (NCAA)
 - 3. National Federation of State High School Association (NFHS)
 - 4. Florida Youth Basketball Association (FYBA)
 - 5. National Softball Association (NSA)
- i. Local bylaws may be written by the Parks and Recreation Department which may supplement and, in some cases, modify the rules. The League Coordinator or any field representative reserves the authority to modify the rules for the good of the programs. Such modifications shall be in writing.

B. Pre-Season

- a. The Contractor shall meet with the League Coordinator at least two (2) weeks prior to the start of each scheduled season to discuss rules, financial, and personnel changes regarding the programs.
- b. The Contractor shall allow the City of Port Orange access to view the scheduling software they utilize.
- c. The Contractor shall meet with all hired Officials and Scorekeepers to discuss league regulations and rules.

C. Game Day

- a. Officials and Scorekeepers shall arrive at their assigned game sites a mandatory fifteen (15) minutes prior to the scheduled game, at which time the Officials and Scorekeepers will report for game supplies and information regarding schedule changes.

- b. Game cancellations by the City may result in payment of Officials and Scorekeepers if games are cancelled within 90 minutes of official game start time.
- c. Officials and Scorekeepers shall begin each contest at the scheduled game time.
- d. Officials and Scorekeepers shall interpret and convey the playing rules and regulations as governed by the Recreation Division and governing associations.
- e. Officials shall forfeit any game due to excessive unsportsmanlike conduct including, but not limited to, the use of profanity, fighting, and/or any incidents related to the use of drugs or alcohol.
- f. If any coach, player, or spectator is ejected from a game, or there are protests or any other problems, all pertinent information shall be annotated on the game sheet/card by the Official(s). Ejections must include the name of the individual ejected. Protests may be made by any team representative at any time during the game. The Official(s) shall notify the Contractor in writing, the following day of any ejections, protests, and/or unusual circumstances. If the following day is a weekend or holiday, notification will be made on the first normal workday following the weekend or holiday. Additionally, the Contractor shall notify the League Coordinator within twenty-four (24) hours of said incident. Such notification shall include a written report from the actual game; with a detailed description of all the circumstances surrounding the incident which gave rise to the protest or ejection. Regarding protests, only the League Coordinator can make the final determination of whether the protest is valid based on the governing rules. The City Parks and Recreation Department shall make the final determination on protest; no further appeals can be made after the final decision.

D. Estimated Games, Contests and Tournaments

The U stands for under; for example, 10U means 10 and under.

Youth Sports:

Lot A - Baseball

8U	77 X 1 Official (One hour and 15-minute games)
10U	35 X 2 Officials (One hour and 15-minute games)
12U	35 X 2 Officials (One hour and 15-minute games)
15U	21 X 2 Officials (One hour and 30-minute games)
8U	77 X 1 Scorekeeper (One hour and 15-minute games)
10U	35 X 1 Scorekeeper (One hour and 15-minute games)
12U	35 X 1 Scorekeeper (One hour and 15-minute games)
15U	21 X 1 Scorekeeper (One hour and 30-minute games)

Lot B - Softball

9U	29 X 1 Official (One hour and 15-minute games)
12U	29 X 2 Officials (One hour and 15-minute games)
15U	21 X 2 Officials (One hour and 15-minute games)
9U	29 X 1 Scorekeeper (One hour and 15-minute games)
12U	29 X 1 Scorekeeper (One hour and 15-minute games)
15U	29 X 1 Scorekeeper (One hour and 15-minute games)

Lot C - Volleyball

9U 21 X 1 Official (2 out of 3 games)
12U 21 X 1 Official (2 out of 3 games)
14U 21 X 1 Official (2 out of 3 games)
16U 21 X 1 Official (2 out of 3 games)

9U 21 X 1 Scorekeeper (2 out of 3 games)
12U 21 X 1 Scorekeeper (2 out of 3 games)
14U 21 X 1 Scorekeeper (2 out of 3 games)
16U 21 X 1 Scorekeeper (2 out of 3 games)

Lot D - Basketball

8U co-ed 65 X 2 Officials (4 – 8-minute quarters)
10U boys 65 X 2 Officials (4 – 8-minute quarters)
10U girls 21 X 2 Officials (4 - 8-minute quarters)
13U boys 65 X 2 Officials (4 - 9-minute quarters)
13U girls 21 X 2 Officials (4 - 9-minute quarters)
16U boys 32 X 2 Officials (4 – 9-minute quarters)
16U girls 21 X 2 Officials (4 – 9-minute quarters)

8U co-ed 65 X 1 Scorekeeper (4 – 8-minute quarters)
10U boys 65 X 1 Scorekeeper (4 – 8-minute quarters)
10U girls 21 X 1 Scorekeeper (4 - 8-minute quarters)
13U Boys 65 X 1 Scorekeeper (4 - 9-minute quarters)
13U girls 21 X 1 Scorekeeper (4 - 9-minute quarters)
16U boys 32 X 1 Scorekeeper (4 – 9-minute quarters)
16U girls 21 X 1 Scorekeeper (4 – 9-minute quarters)

Lot E - Soccer

U8 co-ed 65 X 2 Officials (4 – 8-minute quarters)
U10 co-ed 65 X 2 Officials (4 – 8-minute quarters)
U14 boys 21 X 2 Officials (2 – 20-minute halves)
U14 girls 21 X 2 Officials (2 – 20-minute halves)

Lot F - Flag Football

8U co-ed 65 X 2 Officials (2 – 16-minute halves)
10U co-ed 65 X 2 Officials (2 – 16-minute halves)
13U co-ed 65 X 2 Officials (2- 20-minute halves)

Adult Sports:**Lot G – Women’s Softball**

26 X 1 Official (One hour and 15-minute games)
26 X 1 Scorekeeper (One hour and 15-minute games)

Lot H -Men’s softball

97 X 1 Official (One hour and 15-minute games)
97 X 1 Scorekeeper (One hour and 15-minute games)

Lot I - Co-ed softball

74 X 1 Official (One hour and 15-minute games)
74 X 1 Scorekeeper (One hour and 15-minute games)

Lot J - Co-ed Soccer

48 X 2 Official (2 – 25-minute halves)

Lot K – Women’s Soccer

27 X 2 Official (2 - 25-minute halves)

Lot L - Co-ed Kickball

76 X 1 Official (One hour and 15-minute games)

Lot M - Co-ed Flag Football

65 X 2 Official (2 – 20 min halves)

Lot N – Coed Volleyball

21 X 1 Official (2 out of 3 games)

Please note: Games, Tournaments, and sports may be added and or subtracted during the contract year. Sufficient notice (at least 90 minutes prior to game time) will be given for any changes to Officials and scorekeepers.

END OF SECTION

EXHIBIT "2"

Leased Employee Affidavit and Release and Waiver of Liability

Consisting of 2 Pages

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employ 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 agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

RELEASE AND WAIVER OF LIABILITY

I, _____, am an independent contractor ("Independent Contractor") who having entered into an agreement with _____, ("Contractor") to provide services to the Contractor in my capacity as an independent contractor and separate of the City, do hereby execute this Release and Waiver of Liability ("Release"), releasing the City of Port Orange, and each of its successors, assigns, elected officials, officers, employees, and agents (collectively referred to herein as the "City") from any and all liability, claim, or demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the services provided to the City by the Contractor in a contract dated _____ for provision of _____ ("Contract"), or occurring while I am engaged by the Contractor in my capacity as an independent contractor providing said services, as more fully set forth hereinbelow. Independent Contractor understands that he/she is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of services provided to the City.

1. **Waiver and Release.** I, Independent Contractor, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge, and hold harmless, City from any and all liability, claim, or demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the provision of services under the Contract, or occurring while I am engaged by the Contractor in my capacity as an independent contractor providing said services. I understand and acknowledge that this Release discharges the City from any liability or claim that I may have against the City with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the provision of services under the Contract, or occurring while I am engaged by the Contractor in my capacity as an independent contractor, providing said services.
2. **Insurance.** Further, I understand that the City does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers' compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of the City beyond what may be offered freely in the event of injury or medical expense incurred by me.
3. **Medical Treatment.** I hereby release and discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as an Independent Contractor providing services to the Contractor, as it relates to the Contract.
4. **Assumption of Risk.** I understand that the services I provide to the Contractor in furtherance of the Contract may include inherently dangerous activities. As an Independent Contractor, I hereby expressly assume the risk of injury or harm from these activities and release the City from any and all liability.
5. **Independent Contractor.** I am an independent contractor as I am an individual engaged in an independent trade, occupation, profession, or business, with no employees. I have been hired as an independent contractor by the Contractor who is providing services to the City of Port Orange. The actual work performed by me is not overseen or instructed by the City of Port Orange. I am compensated by the Contractor at a fixed or contract rate. The business operations of the City of Port Orange are separate and distinct from my services being provided as a result of my agreement with the Contractor.
6. **Other.** As an Independent Contractor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that if any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and enter into this Release and Waiver of Liability willingly and voluntarily.

Independent Contractor:

(Signature)

(Printed Name)

Date: _____



NOTICE OF INTENT TO AWARD

ITB #23-05 OFFICIALS AND SCOREKEEPERS

May 22, 2023

On May 17, 2023 Purchasing received one (1) bid submittal for ITB #23-05 Officials and Scorekeepers.

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

American Sports Officials, Inc.

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at <https://www.port-orange.org/776/Agendas-and-Minutes>.

Chip Kent
Purchasing Agent

"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, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on May 25, 2023 at 8:00 a.m. E.S.T.



ITB #23-05 OFFICIALS AND SCOREKEEPERS BID TABULATION

Bids Received May 17, 2023 @2:30 PM

Bidder: AMERICAN SPORTS OFFICIALS			
LOT #	DESCRIPTION	QTY (Games)	Number of Officials or Scorekeepers
A	BASEBALL - Official		
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1
	Under 10 Yrs Old (1 hr & 15 min Games)	35	2
	Under 12 Yrs Old (1 hr & 15 min Games)	35	2
	Under 15 Yrs Old (1 hr & 30 min Games)	21	2
	BASEBALL - Scorekeeper		
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1
	Under 10 Yrs Old (1 hr & 15 min Games)	35	1
	Under 12 Yrs Old (1 hr & 15 min Games)	35	1
	Under 15 Yrs Old (1 hr & 30 min Games)	21	1
TC			
B	SOFTBALL - Official		
	Under 9 Yrs Old (1 hr & 15 min Games)	29	1
	Under 12 Yrs Old (1 hr & 15 min Games)	29	2
	Under 15 Yrs Old (1 hr & 15 min Games)	21	2
	SOFTBALL - Scorekeeper		
	Under 9 Yrs Old (1 hr & 15 min Games)	29	1
	Under 12 Yrs Old (1 hr & 15 min Games)	29	1
	Under 15 Yrs Old (1 hr & 15 min Games)	21	1
TC			
C	VOLLEYBALL - Official		
	Under 9 Yrs Old (2 out of 3 Games)	21	1
	Under 12 Yrs Old (2 out of 3 Games)	21	1
	Under 14 Yrs Old (2 out of 3 Games)	21	1
	Under 16 Yrs Old (2 out of 3 Games)	21	1
	VOLLEYBALL - Scorekeeper		
	Under 9 Yrs Old (2 out of 3 Games)	21	1
	Under 12 Yrs Old (2 out of 3 Games)	21	1
	Under 14 Yrs Old (2 out of 3 Games)	21	1
	Under 16 Yrs Old (2 out of 3 Games)	21	1

	TOTAL		
D	BASKETBALL - Official		
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2
	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2
	BASKETBALL - Scorekeeper		
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1
	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1
TOTAL			
E	SOCCER - Official		
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2
	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2
	Under 14 Yrs Old Boys (2 - 20 min Halves)	21	2
	Under 14 Yrs Old Girls (2 - 20 min Halves)	21	2
F	FLAG FOOTBALL - Official		
	Under 8 Yrs Old Co-Ed (2 - 16 min Halves)	65	2
	Under 10 Yrs Old Co-Ed (2 - 20 min Halves)	65	2
	Under 13 Yrs Old Co-Ed (2 - 20 min Halves)	65	2
TOTAL FLAG FOOTBALL			
Adult Sports Leagues			
G	SOFTBALL - Women's		
	Official (1 hr & 15 min Games)	26	1
	Scorekeeper (1 hr & 15 min Games)	26	1
TOTAL FOR A			
H	SOFTBALL - Men's		
	Official (1 hr & 15 min Games)	97	1
	Scorekeeper (1 hr & 15 min Games)	97	1
TOTAL FOR B			
I	SOFTBALL - Co-Ed		
	Official (1 hr & 15 min Games)	74	1
	Scorekeeper (1 hr & 15 min Games)	74	1
TOTAL FOR C			
J	SOCCER - Co-Ed		
	Official (2 - 25 min Halves)	48	2

	TOTAL		
K	SOCCER - Women's		
	Official (2 - 25 min Halves)	27	2
	TOTAL FOR		
L	KICKBALL - Co-Ed		
	Official (1 hr & 15 min Games)	76	1
	TOTAL FO		
M	FLAG FOOTBALL - Co-Ed		
	Official (2 - 20 min Halves)	65	2
	TOTAL FOR ADU		
N	VOLLEYBALL - Co-Ed		
	Official (2 out of 3 games)	21	1
	TOTAL FOR A		
GRAN			

EPERS

PM

CIALS

Price Per Official or Scorekeeper	Price Per Game	Price Per League
\$ 45.00	\$ 55.00	\$ 4,235.00
\$ 50.00	\$ 110.00	\$ 3,850.00
\$ 55.00	\$ 120.00	\$ 4,200.00
\$ 65.00	\$ 140.00	\$ 2,940.00
\$ 25.00	\$ 30.00	\$ 2,310.00
\$ 25.00	\$ 30.00	\$ 1,050.00
\$ 25.00	\$ 30.00	\$ 1,050.00
\$ 25.00	\$ 30.00	\$ 630.00
TOTAL FOR YOUTH BASEBALL:		\$ 20,265.00
\$ 50.00	\$ 60.00	\$ 1,740.00
\$ 55.00	\$ 120.00	\$ 3,480.00
\$ 65.00	\$ 140.00	\$ 2,940.00
\$ 25.00	\$ 30.00	\$ 870.00
\$ 25.00	\$ 30.00	\$ 870.00
\$ 25.00	\$ 30.00	\$ 630.00
TOTAL FOR YOUTH SOFTBALL:		\$ 10,530.00
\$ 40.00	\$ 50.00	\$ 1,050.00
\$ 45.00	\$ 55.00	\$ 1,155.00
\$ 50.00	\$ 60.00	\$ 1,260.00
\$ 60.00	\$ 70.00	\$ 1,470.00
\$ 25.00	\$ 30.00	\$ 630.00
\$ 25.00	\$ 30.00	\$ 630.00
\$ 25.00	\$ 30.00	\$ 630.00
\$ 25.00	\$ 30.00	\$ 630.00

AL FOR YOUTH VOLLEYBALL:		\$ 7,455.00
\$ 40.00	\$ 90.00	\$ 5,850.00
\$ 40.00	\$ 90.00	\$ 5,850.00
\$ 40.00	\$ 90.00	\$ 1,890.00
\$ 45.00	\$ 100.00	\$ 6,500.00
\$ 45.00	\$ 100.00	\$ 2,100.00
\$ 55.00	\$ 120.00	\$ 3,840.00
\$ 55.00	\$ 120.00	\$ 2,520.00
\$ 25.00	\$ 30.00	\$ 1,950.00
\$ 25.00	\$ 30.00	\$ 1,950.00
\$ 25.00	\$ 30.00	\$ 630.00
\$ 25.00	\$ 30.00	\$ 1,950.00
\$ 25.00	\$ 30.00	\$ 630.00
\$ 25.00	\$ 30.00	\$ 960.00
\$ 25.00	\$ 30.00	\$ 630.00
AL FOR YOUTH BASKETBALL:		\$ 37,250.00
\$ 40.00	\$ 90.00	\$ 5,850.00
\$ 45.00	\$ 100.00	\$ 6,500.00
\$ 50.00	\$ 110.00	\$ 2,310.00
\$ 50.00	\$ 110.00	\$ 2,310.00
TOTAL FOR YOUTH SOCCER:		\$ 16,970.00
\$ 40.00	\$ 90.00	\$ 5,850.00
\$ 40.00	\$ 90.00	\$ 5,850.00
\$ 40.00	\$ 90.00	\$ 5,850.00
FOR YOUTH FLAG FOOTBALL:		\$ 17,550.00
\$ 35.00	\$ 45.00	\$ 1,170.00
\$ 25.00	\$ 30.00	\$ 780.00
ADULT SOFTBALL - WOMEN'S:		\$ 1,950.00
\$ 35.00	\$ 45.00	\$ 4,365.00
\$ 25.00	\$ 30.00	\$ 2,910.00
OR ADULT SOFTBALL - MEN'S:		\$ 7,275.00
\$ 35.00	\$ 45.00	\$ 3,330.00
\$ 25.00	\$ 30.00	\$ 2,220.00
OR ADULT SOFTBALL - CO-ED:		\$ 5,550.00
\$ 55.00	\$ 120.00	\$ 5,760.00

FOR ADULT SOCCER - CO-ED:		\$ 5,760.00
\$ 55.00	\$ 120.00	\$ 3,240.00
R ADULT SOCCER - WOMEN'S:		\$ 3,240.00
\$ 40.00	\$ 50.00	\$ 3,800.00
OR ADULT KICKBALL - CO-ED:		\$ 3,800.00
\$ 45.00	\$ 100.00	\$ 6,500.00
ULT FLAG FOOTBALL - CO-ED:		\$ 6,500.00
\$ 55.00	\$ 65.00	\$ 1,365.00
ADULT VOLLEYBALL - CO-ED:		\$ 1,365.00
ND TOTAL FOR ALL LOTS:		\$ 145,460.00

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☐ Form 7.2 – Bidder’s Acknowledgement Form
- ☐ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☐ Form 7.4 – Drug Free Preference Statement
- ☐ Form 7.5 – Public Entity Crimes Statement
- ☐ Form 7.6 – Anti-Collusion Form
- ☐ Form 7.7 – Statement of Bidder’s Qualifications
- ☐ Form 7.8 – Professional References for Previous Experience
- ☐ Form 7.9 – Local Business Affidavit of Eligibility
- ☐ Form 7.10 – E-Verify Affidavit
- ☐ Form 7.11 – E-Verify Registration Waiver Affidavit
- ☐ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ☒ Form 7.13 – No Submittal Response Form
- ☐ (Attachment 1) – Schedule of Unit Pricing
- ☐ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ☐ Submission of one (1) original marked “ORIGINAL” and one (1) digital (flash drive) version in PDF format

BY: AMERICAN SPORTS OFFICIALS, INC.
Name of Business

[Signature]
Authorized Signature

5/17/23
Date

This document must be completed and returned with your Submittal

FORM 7.2 - BIDDER'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

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

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 ITB.

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

AMERICAN SPORTS OFFICIALS, INC.

Name of Business

[Signature]

Authorized Signature

JOHN LAVIN, CFO

Printed Name and Title

26-2330015

Federal Identification No.

STATE OF: FLORIDA COUNTY OF: VOLUNIA

1994 SPRUCE CREEK CIR. N.

Mailing Address

PORT ORANGE, FL. 32128

City, State & Zip Code

(386) 682-9156

Telephone Number

jlarin12@att.net

E-mail Address

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

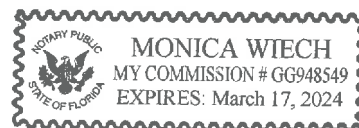
17 day of May, 2023, by John Lavin and who:

☒ I personally know to me; or ☐ has produced _____ as identification.

Monica Wiech

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.3 - ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change 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:

American Sports Officials, Inc.
Name of Business

[Signature]
Authorized Signature

JOHN LAVIN, CFO
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

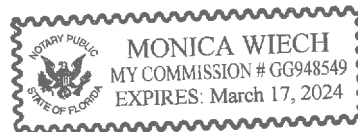
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

17 day of May, 2023, by John Lavin and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Monica Wiech
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 7.4 - DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance 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.

AMERICAN Sports Officials, Inc.

Name of Business

[Signature]

Authorized Signature

JOHN LAVIN, CFO

Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

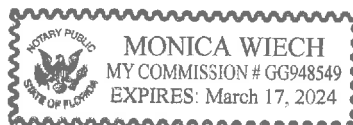
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2023, by John Lavin and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Monica Wiech

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

**FORM 7.5 – 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 John Lavin, who, being by me first duly sworn, made the following statement:

1. The business address of AMERICAN SPORTS OFFICIALS, INC. (name of Offeror or business) is 1994 SPRUCE CREEK CIRCLE N. PORT ORANGE, FL. 32128.
2. My relationship to AMERICAN SPORTS OFFICIALS, INC. (name of Offeror or business) is CFO (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: Volusia

Name of Business

Authorized Signature

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2023, by John Lavin and who:

☒ I 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 7.6 - ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: AMERICAN SPORTS OFFICIALS, INC.

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

PRINTED SIGNATURE: JOHN LAVIN

TITLE: CFO

ADDRESS: 1994 SPENCE CREEK CIR. N.

CITY, STATE AND ZIP CODE: PORT ORANGE, FL. 32128

TELEPHONE: (386) 682-9156 FAX: _____

F.E.I.N.: 26-2330015

NO bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 - STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of 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 Bidder: AMERICAN SPORTS OFFICIALS, INC.
- B. Permanent main office address: 1994 SPENCE CREEK CIR. N. FORT CRESCENT FL. 32128
- C. Date organized: 3/29/2008
- 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? 3/29/2008
- ☒ F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) USE SEPARATE SHEET & ATTACH TO SUBMITTAL SEE FORM 7.8
- G. General character of work performed by your company OFFICIALS SERVICES
- H. Have you ever defaulted on a contract? If so, where and why? NO
- ☒ I. Background and experience of the principal members of your organization, including the officers: USE SEPARATE SHEET & ATTACH TO SUBMITTAL. SEE ATTACHED.
- J. 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, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Bidder's Qualifications.

STATE OF: Florida

COUNTY OF: Volusia

AMERICAN SPORTS OFFICIALS, INC.
Name of Business

[Signature]
Authorized Signature

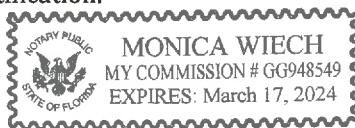
JOHN LAVIN, CFO
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 17 day of May, 2023, by John Lavin and who:

☒ I personally know to me; or ☐ has produced _____ as identification.

Monica Wiech
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

American Sports Officials, Inc.

1994 Spruce Creek Circle N.

Port Orange, FL. 32128

OVERVIEW

ASO was formed in 2008 at the request of league administrators to unify officiating needs. ASO was formed to create a place where officials could be recruited, trained and assigned. One of the founding principles was to take the unique needs of every customer and provide officials and training to facilitate those needs. ASO has become into one of the fastest growing, innovative, and most respected officiating companies in the country. Our relationships in the sports world create a network that covers the United States and Internationally. Our staff, commitment to training excellence and dedicated customer service ensure continued growth and success of ASO and its customers.

HISTORY

Prior to ASO various contractors and entities were randomly assigning leagues and events in Central Florida. In 2008 a couple leagues were looking for a centralized Company to provide officiating needs. In March on 2008 Royce "Scooter" Morrison Founded American Sports Officials, Inc. Scooter took a new approach that each league would be served based on their specific need. This approach brought customer service to this industry. Scooter brought his training knowledge into play creating a uniform standard when it comes to officiating. Leagues appreciated this approach and the company began to expand and grow. In 2008 ASO had 2 leagues and 30 officials, by 2010 there were 5 leagues and 70 officials. ASO served the greater Space Coast during these years.

In January 2012 ASO acquired the contracts of John Lavin in Volusia County. John was independently assigning several leagues in the

Greater Volusia County Area. John and Scooter were long-time friends and colleagues and entered into a partnership. ASO was now servicing the Volusia/Flagler, Space Coast and Treasure Coast areas with over 150 officials and many new customers. John and Scooter continued to drive training and excellence as core values which has shown consistent growth in ASO in all areas.

In June of 2013 yet another growth opportunity arose on the ASO horizon. The acquisition of Greater Orlando Sports Officials, LLC (GOSO) presented itself and John and Scooter moved forward to acquire GOSO. This merger expanded ASO to all of Central Florida and presented a 250 member Official Roster.

In review two sports professionals in neighboring markets with similar visions and goals merged to create what is ASO, Inc. Their friendship and passions are their bond that creates their commitment to sports excellence and each other. Their unique gifts, talents and expertise provide the platform that supports unlimited potential for this Company.

Experience – The Team

ROYCE "SCOOTER" MORRISON, JR.

Founder and Chief Executive Officer

Royce "Scooter" Morrison, Jr. is an accomplished four-sport official of football, basketball, wrestling, and his personal favorite, baseball. Morrison began his umpiring career in the youth and recreation leagues of Central Florida in 1991. As the CEO and Founder of American Sports Officials, Inc., his role includes recruiting, training, assigning, and overseeing administration in the company. Supporting the directors of the business, Morrison oversees business development and growth, while maintaining an involvement in daily operations.

He has served as a clinic leader and instructor for the FHSAA and the association's 2-man and 3-man camps and clinics. When asked about his feelings towards officiating after all of these years, Morrison said, "It's more than a profession or a pastime, it's a passion."

CAREER HIGHLIGHTS:

15+ Amateur National Championships Finals
8 - FHSAA Final Four
2001-Present: Collegiate (NCAA/NJCAA)
2005 – Present: Collegiate D3
2004- 2013: Florida Collegiate Umpires (D1,D2, NAIA, JUCO)
2007-2013: Sunshine State Conference Staff
2006 – 2013: NAIA Sun Conference Staff
2010: Florida Winter Baseball League
2007: 2013 Florida College Summer League - Staff
2004: Present (excl 2006) - MLB/MiLB Spring Training
2007: 2010 Florida State League (Substitute)
2007: Present - Gulf Coast League (Substitute)
2015: Present - Assignor / UIC Florida Collegiate Summer League
2015: Present - Assignor/ UIC Florida Futures League
2015: Present - OUTS (Oceanside Umpire Training Seminar) Instructor
2004-2014 – Florida Football Alliance (Minor League Football) Crew Chief
2007 – FFA Championship
2008 – FFA All Star Selection
2014 – FFA Championship / Crew Chief
2010 – 2014 – South Eastern Football League Crew Chief
2004- Present Member of FHSAA
2014-2016 Vice President of Orange Baseball Association
2015- Present – President of A-1 Officials Association

JOHN F. LAVIN**Chief Financial Officer**

John F. Lavin is the CFO of American Sports Officials and handles all of the financial aspects of the company. His responsibilities include managing the Arbiter pay system and accounts payable. He also manages registering all officials and keeping their records current in the Arbiter assigning system, while overseeing all recruiting, training, and assigning of football officials. Lavin has seventeen years' experience as a college baseball official in highly successful athletic conferences within the states of Florida and Georgia. Lavin has created a successful track record for mentoring officials, managing officials' education programs, recruiting new officials, and

developing officiating talent for the college, high school, and youth levels in Volusia and Flagler counties.

CAREER HIGHLIGHTS:

- NCAA Baseball Conference Umpire in the following conferences: American Athletic (4 years; Fetchiet) Atlantic Sun (8 years; Thompson), Big East (6 years; Fetchiet), CUSA (3 years; Fetchiet) MEAC (3 years; Porter) Gulf South (14 years; Magnusson), Peach Belt (11 years; Thompson) and Sunshine State (12 years; Magnusson).
- NCAA Division I Baseball Umpire for non-conference baseball assignments in the following conferences:
 - AAC, ACC, Big Ten, Big South, Conference USA, SEC, Southern and Sun Belt
- NAIA Baseball Umpire in the following conference: Sun Conference
- NJCAA Baseball Umpire in the Mid-Florida Conference.
- 24 year High School Football Official; (3) FHSAA State Football Championship games, meritorious achievement award recipient in both Baseball and Football.
- 12 years as local High School Football Assignor (A-1 Officials Association; 03-14)
- 10 years as local High School Baseball Assignor (A-1 Officials Association; 04-11)
- 4-year term on FHSAA Football Officials Advisory Committee

CUSTOMER SERVICE / ASSIGNING

American Sports Officials Inc. uses the Arbiter assigning system. Arbiter is the largest sports assigning program in the country, it is owned and operated by the NCAA and is used worldwide. The unique benefits of this program provide instant real time access to schedules, games, and officials.

Arbiter also allows our customers instant access to real time information as well. Coaches, administrators, game management, finance departments can have access to the program which enables them to efficiently and effectively communicate with officials, validate game information as well as contact our administration.

Arbiter is the standard of excellence in sports assigning.

Availability is also key for our customers. We work extremely hard to ensure that we always have someone on call for any immediate customer needs. Having this number of managers allows our customers almost instant access any time of day.

American Sports Officials has the largest concentration of sports officials in East Central Florida, we also have the largest talented roster. We are very proud of a great concentration of upper level officials which brings professionalism and training to enhance our product.

We work in a professional manner with all of our customers to communicate effectively the needs of each league so that we may bring maximum impact to our customers sporting events. The ultimate goal is our customers' success.

Experience

We currently assign and manage officials for the following organizations....

All American Bowl
City of Debary
City of Deland
City of New Smyrna Beach
City of Port Orange
Delaney Park Little League
ERAU Club Baseball
Florida Collegiate Summer League
Lake Mary Little League
Longwood Babe Ruth
Orlando Babe Ruth
Oviedo Babe Ruth
Perfect Game Youth Florida
City of Sanford
Southeast Volusia Baseball League
Stetson Club Baseball
UBIC Academy

Winter Park Youth Baseball

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: CITY OF SANFORD
Contact Person: JOHN POLK
City, State: SANFORD, FLORIDA
Telephone Number: (407) 302-1021
Email Address: JOHN.POLK@sanfordfl.gov
Description of goods/services provided: OFFICIALS SERVICES
Contract Amount: \$75,000.00
Start/End Date of Contract: 1/5/23 – 1/5/28
2. Company Name: CITY OF DELAND
Contact Person: NICK PUGLIESE
City, State: DELAND, FLORIDA
Telephone Number: (386) 626-7287
Email Address: pugliese@deland.org
Description of goods/services provided: OFFICIALS SERVICES
Contract Amount: \$20,000.00
Start/End Date of Contract: 1/12/2023 – 1/11/2024
3. Company Name: CITY OF DEBRAY
Contact Person: DEANEY LEHMAN
City, State: DEBRAY, FLORIDA
Telephone Number: (386) 601-0202
Email Address: dlehman@debray.org
Description of goods/services provided: OFFICIALS SERVICES
Contract Amount: \$18,000.00
Start/End Date of Contract: 7/22/2022 – 11/30/2023

This document must be completed and returned with your Submittal.

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

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

1. Contact Name: CITY OF SANFORD, JOHN POLK
Phone: (407) 302-1021

Current Client: ☒ Yes ☐ No

Number of years of service provided: 2

Description of service: OFFICIALS SERVICES FOR THE SPORTS OF
BASEBALL, BASKETBALL, SOFTBALL & FLAG FOOTBALL

2. Contact Name: CITY OF DAND, NICK PUGLIESE
Phone: (386) 626-7287

Current Client: ☒ Yes ☐ No

Number of years of service provided: 5

Description of service: OFFICIALS SERVICES FOR THE SPORTS OF
SOFTBALL & KICKBALL

3. Contact Name: CITY OF DEBAY, DELANEY LATHAN
Phone: (386) 601-0202

Current Client: ☒ Yes ☐ No

Number of years of service provided: 4

Description of service: OFFICIAL SERVICES FOR THE SPORT OF
FLAG FOOTBALL.

This document must be completed and returned with your Submittal.

FORM 7.9 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Business Name: AMERICAN SPORTS OFFICIALS, INC. Contact Person/Title: JOHN LAVIN, CFO
Mailing Address: 1994 SPURGE CREEK CIR. N. City, State, Zip: PORT ORANGE, FL. 32128
Phone Number: (386) 682-9156 Email address: jlavin12@att.net

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business
Within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☐ State of Florida
FEIN (Federal Employer Identification Number): 26-2330015
Business Structure: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION - I understand that:

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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

STATE OF: FLORIDA
COUNTY OF: Volusia

AMERICAN SPORTS OFFICIALS, INC.
Name of Business
[Signature]
Authorized Signature
JOHN LAVIN, CFO
Printed Name and Title

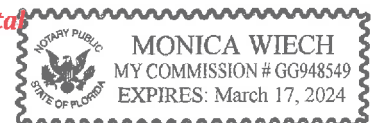
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2023, by John Lavin and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Monica Wiech
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.11 - E-VERIFY REGISTRATION WAIVER AFFIDAVIT

STATE OF FLORIDA

COUNTY OF VOLUSIA

I, JOHN LAVIN, am the owner or authorized representative (circle one) of the following business or business entity AMERICAN SPORTS OFFICIALS, INC. I hereby acknowledge that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity on behalf of which I am submitting this sworn statement. Further, I hereby certify that the following statement is true regarding why my business or business entity is not eligible to register with the Department of Homeland Security E-Verify System (check one):

- ☐ I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract.
- ☐ I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- ☐ I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract.
- ☐ I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- ☐ My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number for payments under this contract.
- ☒ My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee and I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- ☐ My business entity is a corporation, limited liability company, partnership, general partnership or equivalent corporate entity, organized outside of the United States that is registered with the United States Internal Revenue Services, pursuant to I.R.C. Section 882, and the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes, and has received a Federal Tax Identification Number (TIN) and Certificate of Authority permitting business transactions within the United States and the State of Florida. My entity has no physical locations or employees within the United States and will be using the IRS TIN for payments under this contract.

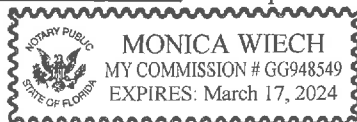
By signing this affidavit, I do hereby swear and affirm that the above-marked statement is true and correct and that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

JOHN LAVIN
Sole Proprietor/Authorized Representative

Printed Name

SWORN AND SUBSCRIBED BEFORE ME by means of [XX] physical presence this 17 day of May, 2023 by John Lavin, who is personally known to me or has produced _____ as identification.



Monica Wiech

Notary Public, State of Florida at Large

Printed, typed, or stamped name, commission and expiration of commission term

This document to be completed and returned with your Submittal

FORM 7.12- 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 proposal been convicted for had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AMERICAN SPORTS OFFICIALS, INC.
Organization Name

ITB #23-05
Bid Number or Project Name

JOHN LAVIN, CEO
Name and Title of Authorized Representative

[Signature] 5/17/23
Signature Date

This document must be completed and returned with your Submittal



(ATTACHMENT 1) SCHEDULE OF UNIT PRICING

ITB #23-05

OFFICIALS AND SCOREKEEPERS

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

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

NAME OF BUSINESS: American Sports Officials, Inc.

CONTACT PERSON: John Lavin

EMAIL ADDRESS: JLAVIN12@ATT.NET

AUTHORIZED SIGNATURE: *[Signature]*

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Youth Sports Leagues

LOT #	DESCRIPTION	QTY (Games)	Number of Officials or Scorekeepers	Price Per Official or Scorekeeper	Price Per Game	Price Per League
A	BASEBALL - Official					
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 45.00	\$ 55.00	\$ 4,235.00
	Under 10 Yrs Old (1 hr & 15 min Games)	35	2	\$ 50.00	\$ 110.00	\$ 3,850.00
	Under 12 Yrs Old (1 hr & 15 min Games)	35	2	\$ 55.00	\$ 120.00	\$ 4,200.00
	Under 15 Yrs Old (1 hr & 30 min Games)	21	2	\$ 65.00	\$ 140.00	\$ 2,940.00
	BASEBALL - Scorekeeper					
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1	\$ 25.00	\$ 30.00	\$ 2,310.00
	Under 10 Yrs Old (1 hr & 15 min Games)	35	1	\$ 25.00	\$ 30.00	\$ 1,050.00
	Under 12 Yrs Old (1 hr & 15 min Games)	35	1	\$ 25.00	\$ 30.00	\$ 1,050.00
	Under 15 Yrs Old (1 hr & 30 min Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH BASEBALL:					\$ 20,265.00
B	SOFTBALL - Official					
	Under 9 Yrs Old (1 hr & 15 min Games)	29	1	\$ 50.00	\$ 60.00	\$ 1,740.00
	Under 12 Yrs Old (1 hr & 15 min Games)	29	2	\$ 55.00	\$ 120.00	\$ 3,480.00
	Under 15 Yrs Old (1 hr & 15 min Games)	21	2	\$ 65.00	\$ 140.00	\$ 2,940.00
	SOFTBALL - Scorekeeper					
	Under 9 Yrs Old (1 hr & 15 min Games)	29	1	\$ 25.00	\$ 30.00	\$ 870.00
	Under 12 Yrs Old (1 hr & 15 min Games)	29	1	\$ 25.00	\$ 30.00	\$ 870.00
	Under 15 Yrs Old (1 hr & 15 min Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH SOFTBALL:					\$ 10,530.00
C	VOLLEYBALL - Official					
	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 40.00	\$ 50.00	\$ 1,050.00
	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 45.00	\$ 55.00	\$ 1,155.00
	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 50.00	\$ 60.00	\$ 1,260.00
	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 60.00	\$ 70.00	\$ 1,470.00
	VOLLEYBALL - Scorekeeper					
	Under 9 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 12 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 14 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00

	Under 16 Yrs Old (2 out of 3 Games)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH VOLLEYBALL:					\$ 7,455.00
D	BASKETBALL - Official					
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2	\$ 40.00	\$ 90.00	\$ 1,890.00
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2	\$ 45.00	\$ 100.00	\$ 6,500.00
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 45.00	\$ 100.00	\$ 2,100.00
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2	\$ 55.00	\$ 120.00	\$ 3,840.00
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2	\$ 55.00	\$ 120.00	\$ 2,520.00
	BASKETBALL - Scorekeeper					
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1	\$ 25.00	\$ 30.00	\$ 1,950.00
	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1	\$ 25.00	\$ 30.00	\$ 1,950.00
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1	\$ 25.00	\$ 30.00	\$ 1,950.00
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1	\$ 25.00	\$ 30.00	\$ 960.00
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1	\$ 25.00	\$ 30.00	\$ 630.00
	TOTAL FOR YOUTH BASKETBALL:					\$ 37,250.00
E	SOCCER - Official					
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2	\$ 45.00	\$ 100.00	\$ 6,500.00
	Under 14 Yrs Old Boys (2 - 20 min Halves)	21	2	\$ 50.00	\$ 110.00	\$ 2,310.00
	Under 14 Yrs Old Girls (2 - 20 min Halves)	21	2	\$ 50.00	\$ 110.00	\$ 2,310.00
	TOTAL FOR YOUTH SOCCER:					\$ 16,970.00
F	FLAG FOOTBALL - Official					
	Under 8 Yrs Old Co-Ed (2 - 16 min Halves)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 10 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	Under 13 Yrs Old Co-Ed (2 - 20 min Halves)	65	2	\$ 40.00	\$ 90.00	\$ 5,850.00
	TOTAL FOR YOUTH FLAG FOOTBALL:					\$ 17,550.00
LOT #	DESCRIPTION	QTY (Games)	Number of Officials or Scorekeepers	Price Per Official or Scorekeeper	Price Per Game	Price Per League
Adult Sports Leagues						
G	SOFTBALL - Women's					
	Official (1 hr & 15 min Games)	26	1	\$ 35.00	\$ 45.00	\$ 1,170.00
	Scorekeeper (1 hr & 15 min Games)	26	1	\$ 25.00	\$ 30.00	\$ 780.00
	TOTAL FOR ADULT SOFTBALL - WOMEN'S:					\$ 1,950.00
H	SOFTBALL - Men's					
	Official (1 hr & 15 min Games)	97	1	\$ 35.00	\$ 45.00	\$ 4,365.00
	Scorekeeper (1 hr & 15 min Games)	97	1	\$ 25.00	\$ 30.00	\$ 2,910.00
	TOTAL FOR ADULT SOFTBALL - MEN'S:					\$ 7,275.00
I	SOFTBALL - Co-Ed					
	Official (1 hr & 15 min Games)	74	1	\$ 35.00	\$ 45.00	\$ 3,330.00
	Scorekeeper (1 hr & 15 min Games)	74	1	\$ 25.00	\$ 30.00	\$ 2,220.00

	TOTAL FOR ADULT SOFTBALL - CO-ED:					\$ 5,550.00
	<i>SOCCER - Co-Ed</i>					
J	Official (2 - 25 min Halves)	48	2	\$ 55.00	\$ 120.00	\$ 5,760.00
	TOTAL FOR ADULT SOCCER - CO-ED:					\$ 5,760.00
	<i>SOCCER - Women's</i>					
K	Official (2 - 25 min Halves)	27	2	\$ 55.00	\$ 120.00	\$ 3,240.00
	TOTAL FOR ADULT SOCCER - WOMEN'S:					\$ 3,240.00
	<i>KICKBALL - Co-Ed</i>					
L	Official (1 hr & 15 min Games)	76	1	\$ 40.00	\$ 50.00	\$ 3,800.00
	TOTAL FOR ADULT KICKBALL - CO-ED:					\$ 3,800.00
	<i>FLAG FOOTBALL - Co-Ed</i>					
M	Official (2 - 20 min Halves)	65	2	\$ 45.00	\$ 100.00	\$ 6,500.00
	TOTAL FOR ADULT FLAG FOOTBALL - CO-ED:					\$ 6,500.00
	<i>VOLLEYBALL - Co-Ed</i>					
N	Official (2 out of 3 games)	21	1	\$ 55.00	\$ 65.00	\$ 1,365.00
	TOTAL FOR ADULT VOLLEYBALL - CO-ED:					\$ 1,365.00
	GRAND TOTAL FOR ALL LOTS:					\$ 145,460.00



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

Detail by Entity Name

Florida Profit Corporation

AMERICAN SPORTS OFFICIALS INC.

Filing Information

Document Number P08000034639

FEI/EIN Number 26-2330015

Date Filed 04/04/2008

Effective Date 03/29/2008

State FL

Status ACTIVE

Principal Address

1908 Sun Valley St

Titusville, FL 32780

Changed: 02/08/2019

Mailing Address

1994 SPRUCE CREEK CIRCLE N

PORT ORANGE, FL 32128

Changed: 02/09/2018

Registered Agent Name & Address

Goldstein and Associates CPA

5455 North Highway US 1

Suite 1

COCOA, FL 32927

Name Changed: 02/08/2019

Address Changed: 06/08/2020

Officer/Director Detail

Name & Address

Title CEO

MORRISON, ROYCE MJR.

1908 SUN VALLEY STREET

TITUSVILLE, FL 32780

Title CFO

Lavin, John
1994 Spruce Creek Circle N.
Port Orange, FL 32128

Annual Reports

Report Year	Filed Date
2021	04/15/2021
2022	04/21/2022
2023	04/10/2023

Document Images

04/10/2023 -- ANNUAL REPORT	View image in PDF format
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04/09/2012 -- ANNUAL REPORT	View image in PDF format
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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID ITB #23-05 Officials and Scorekeepers



City of Port Orange Purchasing Division
Prepared by: Chip Kent, Purchasing Agent
Release Date: April 19, 2023

Bid Due Date & Time: May 17, 2023 @ 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5740
purchdiv@port-orange.org; www.port-orange.org



Legal Notice to Proposers

ITB #23-05 Officials and Scorekeepers

Notice is hereby given that the City of Port Orange is soliciting bids for ITB#23-05 Officials and Scorekeepers. Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 17, 2023** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

DESCRIPTION: To provide Officials and Scorekeepers for league play/tournaments for the Parks and Recreation Department.

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

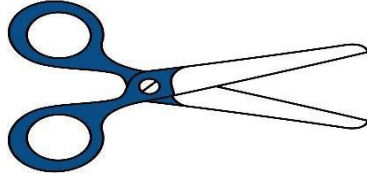
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com. Local Bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to Purchasing Agent, Chip Kent at ckent@port-orange.org, and purchdiv@port-orange.org and reference "Questions on **ITB #23-05 Officials and Scorekeepers** in the subject line. The last day for questions will be May 03, 2023, by 5:00 P.M.

[Remainder of this page left intentionally blank]

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



SEALED BID - DO NOT OPEN

SEALED BID NO.: ITB #23-05

BID TITLE: Officials and Scorekeepers

DUE DATE/TIME: May 17, 2023, AT 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

DELIVER TO: CITY OF PORT ORANGE CITY CLERK'S OFFICE
ATTN: Chip Kent, Purchasing Agent
PURCHASING DIVISION
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 of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) to provide Officials and Scorekeepers for league play/tournaments for the Parks and Recreation Department.

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original and one (1) digital (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	April 19, 2023
Deadline for Questions	May 03, 2023
Addendum Posting (If Needed)	May 10, 2023
Bids Due	May 17, 2023
City Council Meeting for Approval of Recommendation of Award	To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Chip Kent, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed, and Bidders shall clearly indicate on the outside of their bid the following:

- Invitation to Bid (ITB) Number and Title
- Date of Opening
- Name of Bidder
- Address of Bidder

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

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

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

All bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

QUESTIONS REGARDING THIS ITB

All questions shall reference **ITB #23-05 Officials and Scorekeepers** in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Chip Kent, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
Ckent@port-orange.org and
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their bids. Addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

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

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

CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS

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

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

NO LOBBYING

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

SCHEDULE OF UNIT PRICING

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form (7.2).

BID SUBMISSION AND WITHDRAWAL

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

CORRECTION OF BIDS

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

WITHDRAWAL OF BIDS

NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

LITIGATION HISTORY

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

DEBARMENT HISTORY

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

REJECTION OF BIDS

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

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

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

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

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SECTION 3 – SCOPE OF WORK

A. Personnel

- a. The Contractor is responsible for all Level one (1) background checks of all Officials or Scorekeepers in accordance with Section 435.03 of the Florida Statutes.
- b. The City of Port Orange reserves the right to review all Level one (1) background checks upon request.
- c. The City shall communicate its evaluation to the Contractor within Forty-Eight (48) hours which deems any Official or Scorekeeper unqualified to officiate in league games and/or tournaments. League Coordinator retains the right to refuse any Official or Scorekeeper for any reason at any time.
- d. The Contractor provides the City of Port Orange with trained and qualified Officials and Scorekeepers for all regularly scheduled season games and tournaments and various internal sports programming.
- e. The Contractor trains and evaluates all Officials and Scorekeepers for the various sports leagues. It is mandatory that all Officials maintain a professional demeanor and appearance, including the proper uniform and equipment, as well as physical condition required by governing official's associations.
- f. It is the Contractor's responsibility to ensure that each Official and Scorekeeper provides his/her own transportation. Furthermore, it is the Contractor's responsibility to ensure all Official's wear the proper uniform and equipment. It is not the responsibility of the City of Port Orange to provide or pay for an Official's uniform or equipment.
- g. The Contractor provides all payroll and payment services for each Official and Scorekeeper.
- h. Officials and Scorekeepers are overseeing and officiating sports events on behalf of the City of Port Orange. As such, they are authorized and required to enforce all pertinent rules and bylaws established for various sports leagues, with no deviation. Officials Association Rules which may pertain are:
 - 1. Babe Ruth League
 - 2. National Collegiate Athletic Association (NCAA)
 - 3. National Federation of State High School Association (NFHS)
 - 4. Florida Youth Basketball Association (FYBA)
 - 5. National Softball Association (NSA)
- i. Local bylaws may be written by the Parks and Recreation Department which may supplement and, in some cases, modify the rules. The League Coordinator or any field representative reserves the authority to modify the rules for the good of the programs. Such modifications shall be in writing.

B. Pre-Season

- a. The Contractor shall meet with the League Coordinator at least two (2) weeks prior to the start of each scheduled season to discuss rules, financial, and personnel changes regarding the programs.
- b. The Contractor shall allow the City of Port Orange access to view the scheduling software they utilize.
- c. The Contractor shall meet with all hired Officials and Scorekeepers to discuss league regulations and rules.

C. Game Day

- a. Officials and Scorekeepers shall arrive at their assigned game sites a mandatory fifteen (15) minutes prior to the scheduled game, at which time the Officials and Scorekeepers will report for game supplies and information regarding schedule changes.

- b. Game cancellations by the City may result in payment of Officials and Scorekeepers if games are cancelled within 90 minutes of official game start time.
- c. Officials and Scorekeepers shall begin each contest at the scheduled game time.
- d. Officials and Scorekeepers shall interpret and convey the playing rules and regulations as governed by the Recreation Division and governing associations.
- e. Officials shall forfeit any game due to excessive unsportsmanlike conduct including, but not limited to, the use of profanity, fighting, and/or any incidents related to the use of drugs or alcohol.
- f. If any coach, player, or spectator is ejected from a game, or there are protests or any other problems, all pertinent information shall be annotated on the game sheet/card by the Official(s). Ejections must include the name of the individual ejected. Protests may be made by any team representative at any time during the game. The Official(s) shall notify the Contractor in writing, the following day of any ejections, protests, and/or unusual circumstances. If the following day is a weekend or holiday, notification will be made on the first normal workday following the weekend or holiday. Additionally, the Contractor shall notify the League Coordinator within twenty-four (24) hours of said incident. Such notification shall include a written report from the actual game; with a detailed description of all the circumstances surrounding the incident which gave rise to the protest or ejection. Regarding protests, only the League Coordinator can make the final determination of whether the protest is valid based on the governing rules. The City Parks and Recreation Department shall make the final determination on protest; no further appeals can be made after the final decision.

D. Estimated Games, Contests and Tournaments

The U stands for under; for example, 10U means 10 and under.

Youth Sports:

Lot A - Baseball

8U	77 X 1 Official (One hour and 15-minute games)
10U	35 X 2 Officials (One hour and 15-minute games)
12U	35 X 2 Officials (One hour and 15-minute games)
15U	21 X 2 Officials (One hour and 30-minute games)
8U	77 X 1 Scorekeeper (One hour and 15-minute games)
10U	35 X 1 Scorekeeper (One hour and 15-minute games)
12U	35 X 1 Scorekeeper (One hour and 15-minute games)
15U	21 X 1 Scorekeeper (One hour and 30-minute games)

Lot B - Softball

9U	29 X 1 Official (One hour and 15-minute games)
12U	29 X 2 Officials (One hour and 15-minute games)
15U	21 X 2 Officials (One hour and 15-minute games)
9U	29 X 1 Scorekeeper (One hour and 15-minute games)
12U	29 X 1 Scorekeeper (One hour and 15-minute games)
15U	29 X 1 Scorekeeper (One hour and 15-minute games)

Lot C - Volleyball

9U 21 X 1 Official (2 out of 3 games)
12U 21 X 1 Official (2 out of 3 games)
14U 21 X 1 Official (2 out of 3 games)
16U 21 X 1 Official (2 out of 3 games)

9U 21 X 1 Scorekeeper (2 out of 3 games)
12U 21 X 1 Scorekeeper (2 out of 3 games)
14U 21 X 1 Scorekeeper (2 out of 3 games)
16U 21 X 1 Scorekeeper (2 out of 3 games)

Lot D - Basketball

8U co-ed 65 X 2 Officials (4 – 8-minute quarters)
10U boys 65 X 2 Officials (4 – 8-minute quarters)
10U girls 21 X 2 Officials (4 - 8-minute quarters)
13U boys 65 X 2 Officials (4 - 9-minute quarters)
13U girls 21 X 2 Officials (4 - 9-minute quarters)
16U boys 32 X 2 Officials (4 – 9-minute quarters)
16U girls 21 X 2 Officials (4 – 9-minute quarters)

8U co-ed 65 X 1 Scorekeeper (4 – 8-minute quarters)
10U boys 65 X 1 Scorekeeper (4 – 8-minute quarters)
10U girls 21 X 1 Scorekeeper (4 - 8-minute quarters)
13U Boys 65 X 1 Scorekeeper (4 - 9-minute quarters)
13U girls 21 X 1 Scorekeeper (4 - 9-minute quarters)
16U boys 32 X 1 Scorekeeper (4 – 9-minute quarters)
16U girls 21 X 1 Scorekeeper (4 – 9-minute quarters)

Lot E - Soccer

U8 co-ed 65 X 2 Officials (4 – 8-minute quarters)
U10 co-ed 65 X 2 Officials (4 – 8-minute quarters)
U14 boys 21 X 2 Officials (2 – 20-minute halves)
U14 girls 21 X 2 Officials (2 – 20-minute halves)

Lot F - Flag Football

8U co-ed 65 X 2 Officials (2 – 16-minute halves)
10U co-ed 65 X 2 Officials (2 – 16-minute halves)
13U co-ed 65 X 2 Officials (2- 20-minute halves)

Adult Sports:**Lot G – Women’s Softball**

26 X 1 Official (One hour and 15-minute games)
26 X 1 Scorekeeper (One hour and 15-minute games)

Lot H -Men’s softball

97 X 1 Official (One hour and 15-minute games)
97 X 1 Scorekeeper (One hour and 15-minute games)

Lot I - Co-ed softball

74 X 1 Official (One hour and 15-minute games)
74 X 1 Scorekeeper (One hour and 15-minute games)

Lot J - Co-ed Soccer

48 X 2 Official (2 – 25-minute halves)

Lot K – Women’s Soccer

27 X 2 Official (2 - 25-minute halves)

Lot L - Co-ed Kickball

76 X 1 Official (One hour and 15-minute games)

Lot M - Co-ed Flag Football

65 X 2 Official (2 – 20 min halves)

Lot N – Coed Volleyball

21 X 1 Official (2 out of 3 games)

Please note: Games, Tournaments, and sports may be added and or subtracted during the contract year. Sufficient notice (at least 90 minutes prior to game time) will be given for any changes to Officials and scorekeepers.

END OF SECTION

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers 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.
18. **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 proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
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 DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
25. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
26. **Issues** means points, matters, or concerns to be addressed during negotiations.

27. **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.
28. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
29. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
30. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
31. **Negotiator** is a member of the negotiation team.
32. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
33. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSO)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

- 46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
- 48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
- 49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
- 50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
- 51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
- 52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
- 53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
- 54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
- 55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
- 56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

[Remainder of page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the number of addenda received on the "Bidder's Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Bidder to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at <https://www.port-orange.org/bids.aspx>. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

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

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

14. **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.

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

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

17. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Bidder is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000, time and/or scope of the awarded Contract. The Bidder shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

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

19. **CONDUCT OF BIDDERS**

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

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the

award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

21. **CONFLICT OF INTEREST**

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

22. **CONFLICT OF INSTRUCTIONS**

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

23. **CONTRACT**

Any acquisition above the \$100,000 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. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

24. **CONTRACT OBLIGATION**

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

25. **CONTRACT RENEWALS**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY BIDDER**

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

28. **DAMAGE**

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

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

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

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

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

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

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER**

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

35. **EVALUATION**

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

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Drug free workplace policy in place.

47. **INDEMNIFICATION/HOLD HARMLESS**

- (a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.
- (b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance

within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

51. **INSURANCE REQUIREMENTS**

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

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<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.	<u>Contract Amount</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	• 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 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.		

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52. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

53. **IRREVOCABILITY OF RESPONSES**

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

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

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

55. **LEGAL REQUIREMENTS**

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

56. **LICENSES, PERMITS AND TAXES**

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

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

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

58. **LOCAL PREFERENCE**

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

59. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so

stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

60. **NAME BRANDS**

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

61. **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.

62. **NON-EXCLUSIVITY OF CONTRACT**

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

63. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

64. **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.

65. **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.

66. **OTHER AGENCIES**

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

67. **PATENTS/COPYRIGHTS**

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

68. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Only Bidders attending a

mandatory pre-bid conference will be eligible to submit a Response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

69. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

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

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

71. **PRICING**

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of one hundred twenty (120) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of one hundred twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one hundred twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Schedule of Unit Pricing form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit pricing for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

72. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

73. **PROPRIETARY INFORMATION**

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

74. **PROTECTION**

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

75. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Bidder list.

76. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

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

that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

78. **PURCHASE ORDER AND DELIVERY**

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

79. **QUALITY**

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

80. **QUESTIONS/INTERPRETATIONS**

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

81. **RECORDS/AUDIT**

- (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
- (b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

82. **RECYCLED MATERIALS**

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

83. **REJECTING OF RESPONSES/REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and

all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

84. **REQUEST FOR ADDITIONAL INFORMATION**

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

85. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

86. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Response due date.

87. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

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

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

89. **SAMPLES**

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

90. **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.

91. **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.

92. **SIGNATURE REQUIRED**

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

93. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

94. **SILENCE OF SPECIFICATIONS**

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

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

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, City of Port Orange, Purchasing Division, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

96. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <https://dos.myflorida.com/sunbiz/manage-business/certification/>. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

97. **SUBCONTRACTING**

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

98. **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included.

Materials such as legal documents and contractual agreements that the Bidder wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

99. **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.

100. **TERM CONTRACTS**

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

101. **TERMINATION CONVENIENCE – NOTICE**

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

102. **TERMINATION - NOTICE**

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

103. **TITLE TRANSFER**

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

104. **UNBALANCED BID**

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

105. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The

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

106. **VARIANCES**

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

107. **WAIVER OF IRREGULARITIES**

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

108. **WARRANTIES**

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

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SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of one hundred twenty (120) days from the ITB opening date.

AWARD RECOMMENDATION:

The City shall make awards for this Invitation to Bid either based on lowest responsible and responsive Bidder for the Grand Total of all lots combined or by the lowest responsible and responsive Bidder for each individual lot. If the City chooses to award by individual lots, the lowest responsible and responsive Bidder for each lot may be awarded one or multiple lots. All awards shall be based on Bidder's pricing submitted on (Attachment 1) Schedule of Unit Pricing. Bidders may submit to one (1) or more lots.

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

PRICING:

There may be occasions when participants within an age group in the Lot will vary depending on the number of registrants. The Bidder must hold original pricing submitted. For example, if the league is 12U age group and we need to adjust to add 13-year-olds, the pricing must stay at 12U as we are still abiding by 12U rules.

CONTRACT TERM:

The initial term of this agreement shall be for a period of two (2) years upon agreement of both parties. Three (3) additional one (1) year renewal terms are available, subject to City Manager approval and department budget approval of council unless either party provides at least thirty (30) days prior written notice to the other party of their intent not to renew the agreement.

NOTICE OF INTENT TO AWARD:

Notice of Intent to Award will occur after bid opening and complete review of submitted bid information.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal by completing Form 7.7 Statement of Bidder's Qualifications in its entirety.

E-VERIFY REGISTRATION:

Florida Statute 448.095 requires most employers to register with and hire employees using the E-Verify system. Bidders who do not complete Form 7.10 E-Verify Affidavit and include proof of their E-Verify registration must complete and include with their bid submittal Form 7.11-E-Verify Registration Waiver Affidavit. Failure of the Bidder to include with their bid submittal whichever one of these documents apply to them will result in deeming the Bidder non-responsive.

LICENSES AND PERMITS:

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

NOTICE:

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

WORKERS COMPENSATION EXEMPTION:

After the Notice of Intent to Award is posted, the intended awarded Bidder/s will be required to provide their Certificate of Insurance that includes Workers' Compensation insurance. In lieu of providing Workers' Compensation insurance for Officials and Scorekeepers, the intended awarded Contractor must complete and return to the City the Statement of Exemption from Workers' Compensation Requirement provided herein.

If the awarded Contractor does not provide Workers' Compensation insurance, each Official and Scorekeeper will be required to complete a Release and Waiver of Liability (example attached herein). The City's Parks and

Recreation department will be responsible for collecting and storing these forms for the Officials and Scorekeepers who are not covered by Workers' Compensation Insurance.

INSURANCE REQUIREMENTS

The awarded contractor will not be required to include Comprehensive Business Automobile Liability insurance coverage. All other coverages shown on the Standard Insurance Requirements in Section 5 – General Terms and Conditions will be required.

PRICING ADJUSTMENTS:

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in the initial contract term.

At the end of the initial contract term, any renewals provided pursuant to this solicitation shall be subject to review and approval by the City and appropriated budget.

The City Manager shall have the authority to exercise any renewals included in this solicitation, subject to approval by council at the initial award of the contract, and the terms and conditions, including but not limited to pricing, as well as current market conditions are favorable for the city.

Any request for cost adjustment contemplated for a renewal term that may be approved by the City shall be subject to the following: 1) The cost adjustment will be considered only if increases or decreases occur in the industry; 2) Such request for adjustment shall be based on the latest yearly percentage increase/decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept of Labor and increase shall not exceed five percent (5%). (Should the latest yearly percentage increase in the CPI-U exceed 5%, the adjustment request must be 5% or less. Should the latest yearly percentage increase in the CPI-U be less than 5%, the adjustment request must be less than or equal to the CPI-U increase.) 3) Cost adjustment shall be fully documented and submitted to the City of Port Orange Parks Manager at least ninety (90) days prior to the contract anniversary date.

The yearly increase or decrease in the CPI shall be the latest Index published and available for six months prior to the end of the contract year then in effect, as compared to the Index for the comparable month one-year prior. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal. All rate adjustments shall be requested by the Contractor with sufficient supporting documentation to be considered by the City.

If no adjustment request is timely received from the Contractor, the Parties agree that the renewal term may be exercised without a rate adjustment. Late rate adjustment requests will not be considered.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ___ Form 7.2 – Bidder’s Acknowledgement Form
- ___ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 7.4 – Drug Free Preference Statement
- ___ Form 7.5 – Public Entity Crimes Statement
- ___ Form 7.6 – Anti-Collusion Form
- ___ Form 7.7 – Statement of Bidder’s Qualifications
- ___ Form 7.8 – Professional References for Previous Experience
- ___ Form 7.9 – Local Business Affidavit of Eligibility
- ___ Form 7.10 – E-Verify Affidavit
- ___ Form 7.11 – E-Verify Registration Waiver Affidavit
- ___ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 7.13 – No Submittal Response Form
- ___ (Attachment 1) – Schedule of Unit Pricing
- ___ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ___ Submission of one (1) original marked “ORIGINAL” and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

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

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 ITB.

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

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 _____, 2023, 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 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change 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 _____, 2023, 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 must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance 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 _____, 2023, 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 7.5 – 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 Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____
_____ (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such 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 _____, 2023, 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 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of 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 Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the 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 defaulted on a contract? If so, where and why? _____
- I. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- J. 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, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Bidder’s Qualifications.

STATE OF: _____	_____ Name of Business
COUNTY OF: _____	_____ Authorized Signature
	_____ Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, 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 must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/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 Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

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

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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

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 _____, 2023, 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 7.10 – E-VERIFY AFFIDAVIT

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

Project Name: _____

Solicitation Number: _____

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

I acknowledge that it is my responsibility to ensure 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 _____, 2023, 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 7.11 – E-VERIFY REGISTRATION WAIVER AFFIDAVIT

STATE OF FLORIDA
COUNTY OF VOLUSIA

I, _____, am the owner or authorized representative (*circle one*) of the following business or business entity _____. I hereby acknowledge that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity on behalf of which I am submitting this sworn statement. Further, I hereby certify that the following statement is true regarding why my business or business entity is not eligible to register with the Department of Homeland Security E-Verify System (*check one*):

- ☐ I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract.
- ☐ I am a sole proprietor doing business in Florida under my legal name with no employees and am not required to register with the State of Florida, Department of State, Division of Corporations. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- ☐ I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number to receive payments under this contract.
- ☐ I am a sole proprietor doing business in Florida under a fictitious name registered with the State of Florida, Department of State, Division of Corporations with only myself as an employee. I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- ☐ My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee. I will be using my personal Social Security Number as my Taxpayer Identification Number for payments under this contract.
- ☐ My business entity is registered as a corporation, limited liability company, partnership or general partnership with the State of Florida, Department of State, Division of Corporations, with only myself as an employee and I will be using a Federal Employer Identification Number as my Taxpayer Identification Number for payments under this contract.
- ☐ My business entity is a corporation, limited liability company, partnership, general partnership or equivalent corporate entity, organized outside of the United States that is registered with the United States Internal Revenue Services, pursuant to I.R.C. Section 882, and the State of Florida, Department of State, Division of Corporations, pursuant to section 607.1501, Florida Statutes, and has received a Federal Tax Identification Number (TIN) and Certificate of Authority permitting business transactions within the United States and the State of Florida. My entity has no physical locations or employees within the United States and will be using the IRS TIN for payments under this contract.

By signing this affidavit, I do hereby swear and affirm that the above-marked statement is true and correct and that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

SWORN AND SUBSCRIBED BEFORE ME by means of [XX] physical presence this ____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

Printed, typed, or stamped name, commission and expiration of commission term

This document to be completed and returned with your Submittal

FORM 7.12- 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 proposal been convicted for had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name and Title of Authorized Representative

Signature

Date

This document must be completed and returned with your Submittal

FORM 7.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response 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 response”.

- ☐ 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.

ATTACHMENT 1 – SCHEDULE OF UNIT PRICING

 (ATTACHMENT 1) SCHEDULE OF UNIT PRICING ITB #23-05 OFFICIALS AND SCOREKEEPERS							
Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.							
NAME OF BUSINESS:							
CONTACT PERSON:							
EMAIL ADDRESS:							
AUTHORIZED SIGNATURE:							
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK							
Youth Sports Leagues							
LOT #	DESCRIPTION	QTY (Games)	Number of Officials or Scorekeepers	Price Per Official or Scorekeeper	Price Per Game	Price Per League	
A	<i>BASEBALL - Official</i>						
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1				
	Under 10 Yrs Old (1 hr & 15 min Games)	35	2				
	Under 12 Yrs Old (1 hr & 15 min Games)	35	2				
	Under 15 Yrs Old (1 hr & 30 min Games)	21	2				
	<i>BASEBALL - Scorekeeper</i>						
	Under 8 Yrs Old (1 hr & 15 min Games)	77	1				
	Under 10 Yrs Old (1 hr & 15 min Games)	35	1				
	Under 12 Yrs Old (1 hr & 15 min Games)	35	1				
	Under 15 Yrs Old (1 hr & 30 min Games)	21	1				
	TOTAL FOR YOUTH BASEBALL:						
	B	<i>SOFTBALL - Official</i>					
		Under 9 Yrs Old (1 hr & 15 min Games)	29	1			
		Under 12 Yrs Old (1 hr & 15 min Games)	29	2			
Under 15 Yrs Old (1 hr & 15 min Games)		21	2				
<i>SOFTBALL - Scorekeeper</i>							
Under 9 Yrs Old (1 hr & 15 min Games)		29	1				
Under 12 Yrs Old (1 hr & 15 min Games)		29	1				
Under 15 Yrs Old (1 hr & 15 min Games)		21	1				
TOTAL FOR YOUTH SOFTBALL:							

C	VOLLEYBALL - Official				
	Under 9 Yrs Old (2 out of 3 Games)	21	1		
	Under 12 Yrs Old (2 out of 3 Games)	21	1		
	Under 14 Yrs Old (2 out of 3 Games)	21	1		
	Under 16 Yrs Old (2 out of 3 Games)	21	1		
	VOLLEYBALL - Scorekeeper				
	Under 9 Yrs Old (2 out of 3 Games)	21	1		
	Under 12 Yrs Old (2 out of 3 Games)	21	1		
	Under 14 Yrs Old (2 out of 3 Games)	21	1		
	Under 16 Yrs Old (2 out of 3 Games)	21	1		
	TOTAL FOR YOUTH VOLLEYBALL:				
	BASKETBALL - Official				
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2		
D	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	2		
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	2		
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	2		
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	2		
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	2		
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	2		
	BASKETBALL - Scorekeeper				
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	1		
	Under 10 Yrs Old Boys (4 - 8 min Quarters)	65	1		
	Under 10 Yrs Old Girls (4 - 8 min Quarters)	21	1		
	Under 13 Yrs Old Boys (4 - 9 min Quarters)	65	1		
	Under 13 Yrs Old Girls (4 - 9 min Quarters)	21	1		
	Under 16 Yrs Old Boys (4 - 9 min Quarters)	32	1		
	Under 16 Yrs Old Girls (4 - 9 min Quarters)	21	1		
	TOTAL FOR YOUTH BASKETBALL:				

E	SOCCER - Official				
	Under 8 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2		
	Under 10 Yrs Old Co-Ed (4 - 8 min Quarters)	65	2		
	Under 14 Yrs Old Boys (2 - 20 min Halves)	21	2		
	Under 14 Yrs Old Girls (2 - 20 min Halves)	21	2		
	TOTAL FOR YOUTH SOCCER:				
F	FLAG FOOTBALL - Official				
	Under 8 Yrs Old Co-Ed (2 - 16 min Halves)	65	2		
	Under 10 Yrs Old Co-Ed (2 - 20 min Halves)	65	2		
	Under 13 Yrs Old Co-Ed (2 - 20 min Halves)	65	2		
	TOTAL FOR YOUTH FLAG FOOTBALL:				
Adult Sports Leagues					
G	SOFTBALL - Women's				
	Official (1 hr & 15 min Games)	26	1		
	Scorekeeper (1 hr & 15 min Games)	26	1		
	TOTAL FOR ADULT SOFTBALL - WOMEN'S:				
H	SOFTBALL - Men's				
	Official (1 hr & 15 min Games)	97	1		
	Scorekeeper (1 hr & 15 min Games)	97	1		
	TOTAL FOR ADULT SOFTBALL - MEN'S:				
I	SOFTBALL - Co-Ed				
	Official (1 hr & 15 min Games)	74	1		
	Scorekeeper (1 hr & 15 min Games)	74	1		
	TOTAL FOR ADULT SOFTBALL - CO-ED:				
J	SOCCER - Co-Ed				
	Official (2 - 25 min Halves)	48	2		
	TOTAL FOR ADULT SOCCER - CO-ED:				
K	SOCCER - Women's				
	Official (2 - 25 min Halves)	27	2		
	TOTAL FOR ADULT SOCCER - WOMEN'S:				
L	KICKBALL - Co-Ed				
	Official (1 hr & 15 min Games)	76	1		
	TOTAL FOR ADULT KICKBALL - CO-ED:				
M	FLAG FOOTBALL - Co-Ed				
	Official (2 - 20 min Halves)	65	2		
	TOTAL FOR ADULT FLAG FOOTBALL - CO-ED:				
N	VOLLEYBALL - Co-Ed				
	Official (2 out of 3 games)	21	1		
	TOTAL FOR ADULT VOLLEYBALL - CO-ED:				
	GRAND TOTAL FOR ALL LOTS:				

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employ 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 agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

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

AFFIDAVIT REGARDING WORKERS' COMPENSATION

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:

CONTRACTOR:

By: _____

Company: _____

Name: _____

By: _____

Name/Title: _____

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

NOTARY PUBLIC – STATE OF

Type or Print Name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

RELEASE AND WAIVER OF LIABILITY

I, _____, am an independent contractor ("Independent Contractor") who having entered into an agreement with _____, ("Contractor") to provide services to the Contractor in my capacity as an independent contractor and separate of the City, do hereby execute this Release and Waiver of Liability ("Release"), releasing the City of Port Orange, and each of its successors, assigns, elected officials, officers, employees, and agents (collectively referred to herein as the "City") from any and all liability, claim, or demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the services provided to the City by the Contractor in a contract dated _____ for provision of _____ ("Contract"), or occurring while I am engaged by the Contractor in my capacity as an independent contractor providing said services, as more fully set forth hereinbelow. Independent Contractor understands that he/she is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of services provided to the City.

1. **Waiver and Release.** I, Independent Contractor, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge, and hold harmless, City from any and all liability, claim, or demands of whatever kind of nature, either in law or in equity, which arises or may hereafter arise from the provision of services under the Contract, or occurring while I am engaged by the Contractor in my capacity as an independent contractor providing said services. I understand and acknowledge that this Release discharges the City from any liability or claim that I may have against the City with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the provision of services under the Contract, or occurring while I am engaged by the Contractor in my capacity as an independent contractor, providing said services.
2. **Insurance.** Further, I understand that the City does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, workers' compensation, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of the City beyond what may be offered freely in the event of injury or medical expense incurred by me.
3. **Medical Treatment.** I hereby release and discharge the City from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as an Independent Contractor providing services to the Contractor, as it relates to the Contract.
4. **Assumption of Risk.** I understand that the services I provide to the Contractor in furtherance of the Contract may include inherently dangerous activities. As an Independent Contractor, I hereby expressly assume the risk of injury or harm from these activities and release the City from any and all liability.
5. **Independent Contractor.** I am an independent contractor as I am an individual engaged in an independent trade, occupation, profession, or business, with no employees. I have been hired as an independent contractor by the Contractor who is providing services to the City of Port Orange. The actual work performed by me is not overseen or instructed by the City of Port Orange. I am compensated by the Contractor at a fixed or contract rate. The business operations of the City of Port Orange are separate and distinct from my services being provided as a result of my agreement with the Contractor.
6. **Other.** As an Independent Contractor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that if any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and enter into this Release and Waiver of Liability willingly and voluntarily.

Independent Contractor:

(Signature)

(Printed Name)

Date: _____

IMPORTANT: In lieu of providing Workers' Compensation Insurance for Officials and Scorekeepers, this certificate must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

STATEMENT OF EXEMPTION FROM WORKERS' COMPENSATION

I, _____, as _____ of _____
Name of Employer Title Contractor Name

("_____"), do hereby declare and affirm that:

Abbreviated Contractor Name

1. _____ (Contractor) is not engaged in the "construction industry" as defined in FL Chapter 440 and does not employ more than three persons (including Corporate Officers, if any).

2. _____ (Contractor) does not carry Florida Workers' Compensation insurance.

3. I hereby certify that _____ (Contractor) claims the exemption provided under Florida Statutes and has provided said documentation to the City of Port Orange.

4. Any persons that _____ (Contractor) may engage to work will have legal status as independent contractors, and not employees.

5. I hereby affirm that all such independent contractors have been advised that they are not covered by Workers' Compensation insurance and would be responsible for carrying their own such coverage if they so desire.

6. If _____ (Contractor) should fall under Florida Statute 440 regarding Workers' Compensation insurance, _____ (Contractor) shall immediately obtain such coverage and provide evidence of it to the City.

Accordingly, I hereby declare that the information provided in this Statement is accurate. Furthermore, I certify that I have read and understand the above statements regarding my rights and responsibilities as to the provision of Workers' Compensation coverage.

(Please Print Name)

Signature/Title

Date

Company Name

Company Street Address/City/State/Zip Code



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

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

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. **If the contract is for goods include the following:** Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the **Purchase Order(s) or Notice to Proceed** issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. 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 " " attached hereto, subject to a limit up to but not to exceed \$. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The , 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.	<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 \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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. Inspection

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

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

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

20. Liability for Loss or Damage.

(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.

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

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

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

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

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

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

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

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

Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

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

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

[Remainder of this page intentionally left blank]

DRAFT

By: _____

Title: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____



End of Solicitation Documents

From: Kent, Chip
Sent: Friday, May 26, 2023 2:59 PM
To: Largent, Sandra
Cc: Poolman, Jill
Subject: FW: insurance for umpire association

Sandy

As discussed, waiver for Auto Liability for American Sports Officials.

Chip Kent
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
Tel: 386.506.5740
ckent@port-orange.org

From: Cox, Jennifer <jcox@port-orange.org>
Sent: Friday, April 14, 2023 8:03 AM
To: Poolman, Jill <jpoolman@port-orange.org>
Cc: Kent, Chip <CKent@port-orange.org>
Subject: FW: insurance for umpire association

Auto Liability waiver for #23-05.

Thank you.

Jennifer Cox
Administrative Supervisor
Parks and Recreation
1395 Dunlawton Ave
Port Orange, FL 32129
386-506-5852

From: Lovallo, Susan <slovallo@port-orange.org>
Sent: Friday, April 14, 2023 6:40 AM
To: Poolman, Jill <jpoolman@port-orange.org>
Cc: Cox, Jennifer <jcox@port-orange.org>
Subject: FW: insurance for umpire association

fyi

From: Clark, Wayne <wclark@port-orange.org>
Sent: Thursday, April 13, 2023 4:51 PM
To: McKinney, Jonathan <Jmckinney@port-orange.org>; Lovallo, Susan <slovallo@port-orange.org>
Subject: RE: insurance for umpire association

OK to waive as described below.

Wayne Clark

City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
TEL: 386-506-5501
EMAIL: wclark@port-orange.org
WEBSITE: www.port-orange.org

From: McKinney, Jonathan <Jmckinney@port-orange.org>
Sent: Thursday, April 13, 2023 3:59 PM
To: Lovallo, Susan <slovallo@port-orange.org>; Clark, Wayne <wclark@port-orange.org>
Subject: RE: insurance for umpire association

Wayne,

I am good with the waiver as the umpires are not required to operate an automobile to conduct these services once at the ball fields.

Thank you

From: Lovallo, Susan <slovallo@port-orange.org>
Sent: Thursday, April 13, 2023 1:56 PM
To: Clark, Wayne <wclark@port-orange.org>
Cc: McKinney, Jonathan <Jmckinney@port-orange.org>
Subject: FW: insurance for umpire association

Wayne will you please consider this waiver for the referee solicitation?
Thank you

From: Cox, Jennifer <jcox@port-orange.org>
Sent: Friday, March 31, 2023 10:21 AM
To: Lovallo, Susan <slovallo@port-orange.org>
Subject: FW: insurance for umpire association

Please ask for the business auto liability insurance to be waived for ITB #23-05 Officials and Scorekeepers.

Thank you.

Jennifer Cox
Administrative Supervisor
Parks and Recreation
1395 Dunlawton Ave
Port Orange, FL 32129
386-506-5852

From: Lovallo, Susan <slovallo@port-orange.org>
Sent: Friday, March 17, 2023 2:35 PM

To: Balmer, Shannon <sbalmer@port-orange.org>; Largent, Sandra
<slargent@port-orange.org>
Cc: Cox, Jennifer <jcox@port-orange.org>
Subject: FW: insurance for umpire association

FYI

From: Clark, Wayne <wclark@port-orange.org>
Sent: Friday, March 17, 2023 2:00 PM
To: Lovallo, Susan <slovallo@port-orange.org>
Cc: McKinney, Jonathan <Jmckinney@port-orange.org>
Subject: RE: insurance for umpire association

OK to waive insurance as requested below.

Wayne Clark
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
TEL: 386-506-5501
EMAIL: wclark@port-orange.org
WEBSITE: www.port-orange.org

From: Lovallo, Susan <slovallo@port-orange.org>
Sent: Friday, March 17, 2023 10:32 AM
To: Clark, Wayne <wclark@port-orange.org>
Subject: insurance for umpire association

Wayne, can you please waive the requirement for business auto for the
American
sports Officials. Attorneys are aware and ok with the waiver.

Recreationally, Yours,

Susan L. Lovallo, CPRP
Parks & Recreation Director
City of Port Orange
386.506.5851

STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT

TO: City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

I, JOHN LAVIN, as CFO of AMERICAN SPORTS OFFICIALS, INC., do hereby declare and affirm that:

1. ASO, INC. is not engaged in the "construction industry" as defined in FL Chapter 440 and does not employ more than three persons (including Corporate Officers, if any).

2. ASO, INC. does not carry Florida Workers' Compensation insurance.

3. Hereby certify that _____ claims the exemption provided under Florida Statutes and has provided said documentation to the City of Port Orange.

3. Any persons that ASO, INC. may engage to work will have legal status as independent contractors, and not employees.

4. Hereby affirm that all such independent contractors have been advised that they are not covered by Workers Compensation insurance, and would be responsible for carrying their own such coverage if they so desire.

5. If ASO, INC. should fall under Florida Statute 440 regarding Workers' Compensation insurance, ASO, INC. shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, I hereby declare that the information provided in this Statement is accurate. Furthermore, I certify that I have read and understand the above statements regarding my rights and responsibilities as to the provision of Workers' Compensation coverage.

JOHN LAVIN
(Please Print Name)

Signature/Title

[Signature], CFO

Date

3/13/2023

Company Name

AMERICAN SPORTS OFFICIALS, INC.

Company Street Address/City/State/Zip Code

1994 SPURS CREEK CIR. N., PORT ORANGE, FL. 32128



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B7g) Approval to award ITB #23-01 for Athletic Field Pest Control and Fertilization Services to TruGreen

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve bid award for ITB #23-01 for Athletic Field Pest Control and Fertilization Services to TruGreen.

SUMMARY: On Thursday May 4, 2023, the City received four bids for ITB #23-01 Athletic Field Pest Control and Fertilization Services. These services are used on all sports turf in the city. It treats mole crickets annually, weeds and pests regularly. After reviewing the bids, TruGreen was deemed the most responsive bidder with a total bid of \$111,238.00. Attached for your review is the notice of intent and the bid tab. The department is budgeted for this expense.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	TruGreen Limited Partnership - Standard Contract for Services ITB 23-01 Athletic Field and Pest Control Services	TruGreen Limited Partnership - Standard Contract for Services ITB 23-01 Athletic Field and Pest Control Services.pdf
2.	ITB 23-01 Athletic Field Pest Control and Fertilization Services	ITB 23-01 Athletic Field Pest Control and Fertilization Services.pdf
3.	ITB 23-01 Notice of Intent to Award	ITB 23-01 Notice of Intent to Award .pdf
4.	ITB 23-01 Bid Tabulation	ITB 23-01 Bid Tabulation.pdf
5.	ITB 23-01 Trugreen submittal 5.4.2023 (For dept CC agenda item approval version	ITB 23-01 Trugreen submittal 5.4.2023 (For dept CC agenda item approval version.pdf
6.	ITB 23-01 Addendum No.1 FINAL (4.26.2023) (1)	ITB 23-01 Addendum No.1 FINAL (4.26.2023) (1).pdf

Jennifer Cox
Susan Lovallo

Created/Initiated - 5/16/2023
Approved - 5/16/2023

Matthew Jones

Approved - 6/2/2023

Wayne Clark

Approved - 6/8/2023

Tracee Cody

Final Approval - 6/8/2023



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 **TRUGREEN LIMITED PARTNERSHIP** ("Contractor"), a Delaware limited partnership, whose principal address is 1790 Kirby Parkway, Suite 300, Memphis, Tennessee 38138. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Athletic Field & Pest Control Services, and as more specifically described in Intent to Bid 23-01 ("ITB 23-01"). This Contract together with ITB 23-01, Addendum No. 1, Appendix "A," Appendix "B," 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 Work, Addendum No. 1, Appendix "A," and Appendix "B," of ITB 23-01, and the Bid Tabulation as submitted by Contractor in Contractor's Submittal are attached hereto as Exhibit "1." A complete copy of ITB 23-01 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: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). The Contract shall commence upon execution of the Contract by the Parties, and shall continue for a period of two (2) years (the "Term").

Renewals: This Contract may be renewed for two (2) two-year periods, upon written agreement of the Parties, City Manager approval, and budget appropriation.

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 Notice to Proceed and written Purchase Order issued and executed by the City and signed by the Contractor. 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 One Hundred Eleven Thousand Five

Hundred Twenty-Nine and 00/100 Dollars (\$111,529.00) annually. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. 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."

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 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>	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. 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.

22. 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.

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

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

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5852
Contractor:	TruGreen Limited Partnership c/o Outdoor Home Services GP, LLC Attention: Carol J. Pearson, Vice President 1790 Kirby Parkway Suite 300 Memphis, Tennessee 38138 (386) 547-3119 - Telephone charlesnewcomb@trugreenmail.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.

28. Contract Construction

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

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

Witnesses:

TRUGREEN LIMITED PARTNERSHIP
BY OUTDOOR HOME SERVICES GP, LLC, ITS GENERAL PARTNER

Printed Name: _____

Printed Name: _____

By: _____

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.

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Quote, Section 3 Scope of Work, Addendum No. 1, Appendix "A," and Appendix "B"

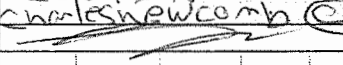
Consisting of 10 Pages

ATTACHMENT 1 – SCHEDULE OF UNIT PRICING



ITB #23-01 Athletic Field Pest Control and Fertilization Services

ATTACHMENT 1 - SCHEDULE OF UNIT PRICING

Name of Business:	Trugreen
Contact Person:	Charles Newcomb
Email Address:	charlesnewcomb@trugreenmail.com
Authorized Signature:	

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK														
REFER TO APPENDIX A - BERMUDA TURFGRASS AND ZOYSIA GRASS APPLICATION PROGRAM FOR THE REQUIRED MONTHLY TREATMENTS														
Bermuda Turfgrass Locations	Approx. Acreage	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Yearly Cost (Jan. - Dec.)
City Center Baseball Field # 1	2.00	440	440	480	540	980	570	440	480	440	480	480	250	6020
City Center Baseball Field # 2	1.50	330	330	360	405	735	427	330	360	330	360	360	187	4514
City Center Baseball Field # 3	2.00	440	440	480	540	980	570	440	480	440	480	480	250	6020
City Center Baseball Field # 4	1.50	330	330	360	405	735	427	330	360	330	360	360	187	4514
City Center Baseball Field # 5	1.50	330	330	360	405	735	427	330	360	330	360	360	187	4514
City Center Soccer Field	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Southwinds Soccer Complex Multi Purpose Field	7.00	1540	1540	1680	1890	3430	1995	1540	1680	1995	1680	1680	875	21,525
Coraci Park Softball Field # 1	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Softball Field # 2	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Softball Field # 3	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Softball Field # 4	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Multipurpose Field	1.32	290	290	316	356	646	376	290	316	376	316	316	165	4053
Coraci Football Field	1.32	290	290	316	356	646	376	290	316	376	316	316	165	4053
Silver Sands Football Field	1.32	290	290	316	356	646	376	290	316	376	316	316	165	4053
Spruce Creek Rd. Softball Field # 1	1.50	330	330	360	405	735	427	330	360	427	360	360	187	4514
Spruce Creek Rd. Softball Field # 2	1.50	330	330	360	405	735	427	330	360	427	360	360	187	4514
Zoysia Grass Location.														
Riverwalk Park	1.50	330	330	360	405	735	427	330	360	427	360	360	187	4514
YEARLY TOTAL (BERMUDA TURFGRASS AND ZOYSIA):														111,235

[Remainder of page left intentionally blank]

This document must be completed and returned with your Submittal

SECTION 3 – SCOPE OF WORK

Background

There are currently six (6) scheduled service locations throughout the City. (See **Appendix B Service Locations**). Each location requires applications and service frequencies specific to its needs. Prior to submitting a bid, Bidders should visit each site to review the conditions under which it will be required to operate. Failure to do so will in no way relieve the awarded Contractor from providing any and all materials, labor and equipment that may be required to carry out the requirements of this bid in accordance with the specifications contained herein.

Addition or Deletion of Service Locations

The City reserves the right to add or delete regularly scheduled service locations at any time during the Term of Agreement without penalty. The City shall give the Contractor ten (10) days written notice of any deletions or additions of regularly scheduled service locations. Billing for the deleted regularly scheduled service locations will end on the date services are terminated.

The following is a General Scope of Work of services to provide Pest Control and Fertilizing Services for Athletic Fields. Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All Bidders shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control. Bidders must provide proof of their active Lawn and Ornamental license with their bid submittal.

EQUIPMENT: Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work. No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears). Any equipment left on site overnight is the sole responsibility of the Contractor.

Minimum Qualifications

1. Bidders must hold current Licenses for chemical application from the State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 487. Applications made to athletic fields are under the Florida Pesticide Law (Chapter 487) of Florida Statutes, along with Chapters 5E-2 and 5E-9 of the Florida Administrative Code. The licensee is required to be certified in the Ornamental and Turf Pest Control category.
2. Be able to provide all services without the use of subcontractors.
3. Provide evidence of financial stability and viability to fulfill the requirements of this agreement using Form 7.7 Statement of Bidder's Qualifications.
4. Have the facilities, capabilities, equipment and staff to support services for the Term of Agreement.
5. Have a minimum of three (3) years of experience in the care of locally grown lawn grasses and landscape plants, and care of large athletic fields and parkland areas.
6. Have a minimum of three (3) years of experience in lawn pest, weed and vegetation control.
7. Employ a minimum of two technicians holding current spraying certification for application of chemicals by the Florida Department of Agriculture and Consumer Services.
8. Be free from legal and regulatory matters which might prevent Contractor from fulfilling the requirements of this Agreement.

Minimum Requirements

1. Be responsible for posting all required warning and information signs for the application of chemicals, as required by product label and applicable regulations.
2. Provide a dedicated account manager who is readily available to administer this Agreement on a day-to-day basis.
3. Maintain the minimum insurance requirements for the Term of Agreement.
4. Provide service personnel for the provision of services under this Agreement who are educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have and maintain the necessary training required by federal, state, and local regulations, including OSHA and EPA requirements.

5. Provide service personnel for the provision of services under this Agreement who meet the City's background check requirements.
6. Employ proven methods of pest control such as Integrated Pest Management (IPM) in order to protect people, properties, and the local environment.
7. Be responsible for following all federal, state and local laws regarding hazardous chemicals, including the Environmental Protection Agency Title 40 Code of Federal Regulations and the product's label.
8. Set up a service schedule that is designed to meet the City's requirements.
9. Provide a detailed Report of Work and Inspection Record report after each service to the Parks Manager.
10. Visit all new sites added to the servicing list during the Term of Agreement, prior to beginning work, and submit pricing, a recommended application schedule including types of chemicals, and specifications for each application to the Parks Manager.
11. In compliance with Florida Occupational Health and Safety Statute Chapter 442, and before services are provided submit MSDS information to the Parks Department for all proposed chemicals to be used in treatment.
12. Provide resolution of discrepancies in service and invoicing within five (5) business days of notification.
13. Respond within five (5) business days to calls for unscheduled service and within 12 hours to calls for emergency service.
14. Notify the City within five (5) business days of any changes in the account manager or other Contractor contact information.
15. Perform scheduled service within five (5) business days of scheduled day. If unable to perform contractor shall reschedule with the department.

Bermuda Turfgrass and Zoysia Grass Application Program

1. Contractor shall furnish all material, chemicals, equipment, travel and labor to provide chemical applications for fertilization and control of lawn pests, weeds and vegetation at City of Port Orange athletic field locations (See **Appendix B Service Locations**).
2. All Bermuda Turfgrass and Zoysia grass applications are accounted for in **Appendix A - Bermuda turfgrass and Zoysia grass Application Program** with the 12-month treatment plan.
3. The contractor will be responsible for all granular fertilizer applications, as well as the Chipco mole cricket treatment.
4. Weed Control: Contractor should include all herbicide applications necessary to control infestations of undesirable plants (broadleaf weeds, grassy weeds, and sedges) below threshold populations. All applications shall be made following recommendations contained in The University of Florida Pest Control Guides for Turfgrass Managers.
5. Schedule and Application Rates: The Contractor shall apply pre-emergent herbicides as prescribed in **Appendix A - Bermuda Turfgrass and Zoysia grass Application Program**, and any post emergent treatments needed to keep undesirable plants at or below threshold levels in all Bermuda turfgrass and Zoysia grass fields listed in **Appendix B - Service Locations**. The costs of these applications are to be included in the Contractors monthly price. All herbicide applications must comply with the manufacturer's recommendations for dilution and application. Contractor shall be responsible for monitoring weather conditions and either reschedule application or employ adjuvants as needed, to ensure that the manufacturer's minimum required contact times are met. Any reapplications of herbicide needed as a result of rainfall occurring during or immediately after application, shall be the responsibility of the Contractor, at no additional charge.
6. Threshold for action: Contractor shall be required to provide treatments whenever the incidence of weeds exceeds acceptable threshold populations. Unacceptable threshold populations exist when there are more than five (5) broadleaf or grassy weeds per 100 square foot area on any portion of the field.
7. Insect Control: Contractor shall apply insecticides at the times indicated in **Appendix A - Bermuda Turfgrass and Zoysia Grass Application Program**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the Contractor's monthly price. Contractor shall provide prior notice for all applications to coordinate with the programming scheduled for the fields.
8. Quality Control: The Parks Department may randomly monitor application rates and sample diluted pesticides for independent lab analysis. The Parks Manager may visually inspect treated sites following supplemental applications for evidence of both dead and live insects. Should the lab or other analysis indicate that the rate of application is less than required, or the application was ineffective, Contractor shall be required to reapply the pesticide, at no additional cost to the City.
9. Fungicide Treatment: Contractor shall apply fungicides at the times indicated in **Appendix A - Bermuda**

Turfgrass and Zoysia Grass Application Program, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the Contractor's monthly price.

10. All containers, packaging, and used materials are not to be disposed of on City property. Disposal of all containers and packaging is the responsibility of the Contractor.
11. Contractor must perform their duties utilizing accepted and required OSHA safety equipment as required by EPA labeled products.

BERMUDA TURFGRASS AND ZOYSIA GRASS: Shall be maintained at a 95% weed free level of controllable weeds. Controllable weeds shall include all broadleaf, grassy, and sedge weeds that can be suppressed or eradicated through single or multiple applications of selective, pre-emergent and post-emergent herbicides.

WEED CONTROL (Broadleaf and Grassy):

It shall be the Contractor's responsibility to notify a designated City representative in order to schedule irrigation requirements. The standard for weed control will depend upon the type of grass and is designated below. Undesirable plants growing in the turf stand are to be considered weeds for eradication. Cultural conditions and fertility/insect control programs contribute greatly to the prevention of opportunistic weed growth.

Typical target weeds include but are not limited to:

Broadleaf: Florida Pusley, Pennywort, Chickweed, Clover, and Spurge

Grassy: Crabgrass, Goose grass, Crows foot, Signal Grass, Torpedo grass, Smut grass, Bull Paspalum and Sandspur

Sedge: Yellow and Purple Nutsedge

A weed/pest control program is prescribed to:

- Effectively control infestations of undesirable plants (broadleaf, grassy weeds and sedges) at threshold limits.
- Not extend beyond target pests resulting in discoloration or injury to turf stand.
- Minimize hazards to human and non-target organisms.

Threshold for action: Unacceptable threshold populations exist when there are more than five (5) broadleaf weeds per 100 sq. ft. area and / or five (5) grassy or sedge weeds per 500 sq. ft. area. The Sport Complex Manager and the awarded Contractor shall conduct documented quarterly walkthroughs of each field to determine the fields that are at the required threshold for treatment.

Note: Because some "weeds" are perennial, repeat applications may be required. These recommendations will be on a field-by-field basis only with prior approval by City staff.

INSECT CONTROL

1. Chemical applications will include but are not limited to all fertilizers and chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars and amphids (fungus, leaf spot and pythium, broadleaf weeds, grassy weeds and sedges).
2. "Control of" shall be defined as no more than one occurrence of any manifestation during any four (4) month period. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.
3. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. And re-treat as needed at no additional cost to the City. This will be at the discretion of the Parks Manager.
4. Turf areas shall be checked bi-weekly, by the contractor during the months of May through August with the remaining months to be checked on each visit for insect damage. Proper insecticides shall be applied based on latest recommendations from the Department of Agriculture. Any turf damage, due to improper chemical application and other contractor negligence, shall result in contractor replacement of damaged areas.
5. Warning signs will be placed on fields with application date written with an industrial marker. All containers used for mixing application will be removed from property upon completion of job.
6. A review (walk-thru inspection) will be conducted by Sport Complex Representative and Contractor on each visit to evaluate potential disease, pest and or weed damage. The Contractor will set aside a time frame to

communicate and document with Sport Complex Representative the needs of the city.

FERTILIZATION PROGRAM:

Fertilization is to be conducted as outlined in **Appendix A – Bermuda Turfgrass and Zoysia Grass Application Program** to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth.

The contractor will be responsible for the proper application of fertilizer. Frequency and composition of fertilizer applications are shown on **Appendix A – Bermuda Turfgrass and Zoysia Grass Application Program**. Extra applications per written report may be required on weak and stressed fields.

[Remainder of this page left intentionally blank]

Appendix A – Bermuda Turfgrass and Zoysia Grass Application Program

January

Ronstar (Pre-Emergent)
Manganese/Iron (Liquid Treatment)
Manor (Post-Emergent)
0-0-62 (Potash)
Disease control as needed

February

Iron/Manganese (Liquid Treatment)
Coron 28-0-0 (Slow-release Fertilizer)
Barricade 4FL (Pre-Emergent Weed Control)
Hydra-Hume 0-0-1 (Root Development Supplement)
Talstar Insecticide
Manor, Solitaire (Post-Emergent weeds)
Disease Control as Needed with Heritage

March

16-0-8 Dry Fertilizer 0.75 lb. N
Iron/Manganese (Liquid Treatment)
Manor, Solitaire (Post-Emergent weeds)
Ronstar (Pre-Emergent)
Talstar (Insect Control)
Disease Control as Needed with Heritage
Sedgehammer (Sedge Control)

April

30-0-15 Granular 50% with Polyon
Iron/Manganese (Liquid Treatment)
Hydra-Hume 0-0-1 (Root Development Supplement)
Manor, Speedzone (Post-Emergent Control)
Tribute Total (Grassy Weed Control)

May

Chipco Choice (Mole Cricket Control)
30-0-15 Granular 50% SRN with Polyon
Iron/Manganese (Liquid Treatment)
Celsius, Speedzone (Post-Emergent Control)
Talstar (Insect Control)
Sedgehammer (Sedge Control)
Grassy Weed Control with Tribute Total

June

16-0-8 Dry Fertilizer 0.50 lb. SRN
Iron/Manganese (Liquid Treatment)
Barricade 4FL (Pre-Emergent)
Celsius, Speedzone (Post-Emergent Control)
Manuscript (Grassy Weeds)
Acelepryn (Army Worms)

July

16-0-8 Dry Fertilizer 0.50 lb. SRN
Iron/Manganese (Liquid Treatment)
Insect Control as Needed
Grassy Weed Control with Tribute Total
Celsius, Speedzone (Post-Emergent Control)
Sedgehammer (Sedge Control)

August

30-0-15 Granular 50% SRN with Polyon
Iron/Manganese (Liquid Treatment)
Talstar (Insecticide)
Manor, Celsius (Post-Emergent Weeds)
Manuscript (Grassy Weeds)
Sedgehammer (Sedge Control)

September

20-0-10 Dry Fertilizer 50% SRN
Iron/Manganese (Liquid Treatment)
Hydra-Hume 0-0-1 (Root Development Supplement)
Manor, Celsius (Post-Emergent Weeds)
Manuscript (Grassy Weeds)
Sedgehammer (Sedge Control)

October

16-0-8 Dry Fertilizer 50% SRN
Iron/Manganese (Liquid Treatment)
Barricade 4FL (Pre-Emergent)
Tribute Total (Grassy Weed Control)
Sedgehammer (Sedge Control)
Talstar (Insect Control)

November

Coron 28-0-0 (Slow-release Fertilizer)
Iron/Manganese (Liquid Treatment)
Ronstar (Pre-Emergent)
Insect or Disease Control as Needed
Sedge/Grassy Weed Control as Needed

December

0-0-62 (Potassium Treatment)

Appendix B – Service Locations

Bermuda Turfgrass Locations

- | | |
|---|--|
| 1. City Center Complex
4609 City Center Drive | 5 baseball fields, 1 soccer field |
| 2. Southwinds Soccer Complex
1200 Richel Dr. | 1 multi-purpose field |
| 3. Coraci Park
5200 Coraci Blvd. | 4 softball fields, 1 multi-purpose field, 1 football field |
| 4. Silver Sands Football Field
1300 Herbert St | 1 football field |
| 5. Spruce Creek Rd.
481 Central Park Blvd. | 2 softball fields |

Zoysia Grass Location

- | | |
|---|-----------------------|
| 6. Riverwalk Park
3441 S. Ridgewood Ave. | 1 multi-purpose field |
|---|-----------------------|

END OF SCOPE OF WORK



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM # 1

April 26, 2023

ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 30, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Revisions

1. Section 5 - General Terms and Conditions, Item #23 Contract, pg.23 is hereby revised and shall now read as:
"Any acquisition above the \$100,000 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. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City."
2. Section 5 - General Terms and Conditions, Item #46 Identical Tie Bids, pg.27 is hereby revised and shall now read as:
"If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:"
 - *The bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).*
 - *The commodity was manufactured in the State of Florida.*
 - *Florida business as confirmed thru SunBiz.org.*
 - *If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.*
 - *Drug free workplace policy in place.*
3. Section 5 – General Terms and Conditions, Item #58 Local Preference, pgs.30-31 is hereby revised and shall now read as:
"The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a

respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.”

4. REVISED FORM 7.1 – BID SUBMITTAL CHECKLIST

Bidders are advised they must complete REVISED Form 7.1 Bid Submittal Checklist. REVISED Form 7.1 Bid Submittal Checklist is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

5. REVISED FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

Bidders are advised they must complete REVISED Form 7.10 Local Business Affidavit of Eligibility. If Bidder does not complete and include with bid submittal REVISED Form 7.10 Local Business Affidavit of Eligibility, their bid may be deemed non-responsive. REVISED Form 7.10 Local Business of Eligibility is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

QUESTION #1: What are the Ronstar rates?

ANSWER: Per manufacturer specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #2: What is the Ronstar formulation to be used?

ANSWER: Per manufacturer specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #3: Can Ronstar be impregnated on a fertilizer?

ANSWER: If manufacturer's guidelines permit.

QUESTION #4: Nematodes are listed under insect control, yet they are not insects. What products are to be used on Nematodes?

ANSWER: If Nematodes were detected it would be an additional cost and treatment the City would be responsible for. The treatment would be Curfew.

QUESTION #5: The months March, June, and July say .75 lb. N, .5 lb. SRN. Is that meant to be lbs N per 1,000 sq. ft?

ANSWER: Yes

QUESTION #6: How many lbs. N per 1,000 sq. ft per annum does the city require?

ANSWER: Per manufacturer's specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #7: How many lbs. K per 1,000 sq. ft per annum does the city require?

ANSWER: Per manufacturer's specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #8: Are the months that have a post emergent herbicide listed to be completely sprayed with the listed herbicides? Or only spot treatments?

ANSWER: Completely sprayed

QUESTION #9: Are equivalent turf and ornamental labels allowed to be used?

ANSWER: Only with City approval based on supply issues.

In all other respects, except as specifically stated herein, the subject ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ITB #23-01

ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES



City of Port Orange Purchasing Division

Prepared by: Joseph Castro

Release Date: March 30, 2023

Bid Due Date & Time: May 4, 2023 @ 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #23-01

ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #23-01 Athletic Field Pest Control and Fertilization Services . Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 4, 2023** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) on **April 13, 2023** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All Bidders are encouraged to attend the Non-Mandatory Pre-Bid Conference. All attendees to the Pre-Bid Conference must sign in. the representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Port Orange athletic field locations.*

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

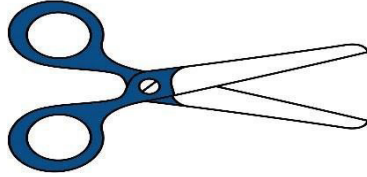
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com. Local Bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the bid documents, requirements, scope of work and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to Joseph Castro, Buyer jcastro@port-orange.org and purchdiv@port-orange.org and reference "Questions on **ITB #23-01 Athletic Field Pest Control and Fertilization Services**" in the subject line. Last day for questions will be **April 20, by 5:00 P.M.**

[Remainder of this page left intentionally blank]

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



SEALED BID - DO NOT OPEN	
SEALED BID NO.:	ITB #23-01
BID TITLE:	Athletic Field Pest Control and Fertilization Services
DUE DATE/TIME:	MAY 4, 2023 AT 2:30 P.M.
SUBMITTED BY:	_____ (Name of Company)
BIDDER'S ADDRESS:	_____ _____
DELIVER TO:	CITY OF PORT ORANGE CITY CLERK'S OFFICE ATTN: Joseph Castro, Buyer PURCHASING DIVISION 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 of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for athletic field pest control and fertilization services at various locations.

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original and one (1) digital (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	March 30, 2023
Non-Mandatory Pre-Bid Conference	April 13, 2023
Deadline for Questions	April 20, 2023
Final Addendum Posting	April 27, 2023
Bids Due	May 4, 2023
City Council Meeting for Approval of Recommendation of Award	To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

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

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

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

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

All bids will be opened publicly and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

PRE-BID CONFERENCE

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

QUESTIONS REGARDING THIS ITB

All questions shall reference "ITB #23-01 Athletic Field Pest Control and Fertilization Services" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received. Bidders should acknowledge the correct number of addenda received as part of their bids. Addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

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

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

CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

NO LOBBYING

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

SCHEDULE OF UNIT PRICING

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder's Acknowledgement Form (7.2).

BID SUBMISSION AND WITHDRAWAL

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

CORRECTION OF BIDS

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

WITHDRAWAL OF BIDS

NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

LITIGATION HISTORY

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

DEBARMENT HISTORY

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

REJECTION OF BIDS

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

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

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

Background

There are currently six (6) scheduled service locations throughout the City. (See **Appendix B Service Locations**). Each location requires applications and service frequencies specific to its needs. Prior to submitting a bid, Bidders should visit each site to review the conditions under which it will be required to operate. Failure to do so will in no way relieve the awarded Contractor from providing any and all materials, labor and equipment that may be required to carry out the requirements of this bid in accordance with the specifications contained herein.

Addition or Deletion of Service Locations

The City reserves the right to add or delete regularly scheduled service locations at any time during the Term of Agreement without penalty. The City shall give the Contractor ten (10) days written notice of any deletions or additions of regularly scheduled service locations. Billing for the deleted regularly scheduled service locations will end on the date services are terminated.

The following is a General Scope of Work of services to provide Pest Control and Fertilizing Services for Athletic Fields. Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All Bidders shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control. Bidders must provide proof of their active Lawn and Ornamental license with their bid submittal.

EQUIPMENT: Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work. No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears). Any equipment left on site overnight is the sole responsibility of the Contractor.

Minimum Qualifications

1. Bidders must hold current Licenses for chemical application from the State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 487. Applications made to athletic fields are under the Florida Pesticide Law (Chapter 487) of Florida Statutes, along with Chapters 5E-2 and 5E-9 of the Florida Administrative Code. The licensee is required to be certified in the Ornamental and Turf Pest Control category.
2. Be able to provide all services without the use of subcontractors.
3. Provide evidence of financial stability and viability to fulfill the requirements of this agreement using Form 7.7 Statement of Bidder's Qualifications.
4. Have the facilities, capabilities, equipment and staff to support services for the Term of Agreement.
5. Have a minimum of three (3) years of experience in the care of locally grown lawn grasses and landscape plants, and care of large athletic fields and parkland areas.
6. Have a minimum of three (3) years of experience in lawn pest, weed and vegetation control.
7. Employ a minimum of two technicians holding current spraying certification for application of chemicals by the Florida Department of Agriculture and Consumer Services.
8. Be free from legal and regulatory matters which might prevent Contractor from fulfilling the requirements of this Agreement.

Minimum Requirements

1. Be responsible for posting all required warning and information signs for the application of chemicals, as required by product label and applicable regulations.
2. Provide a dedicated account manager who is readily available to administer this Agreement on a day-to-day basis.
3. Maintain the minimum insurance requirements for the Term of Agreement.
4. Provide service personnel for the provision of services under this Agreement who are educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have and maintain the necessary training required by federal, state, and local regulations, including OSHA and EPA requirements.

5. Provide service personnel for the provision of services under this Agreement who meet the City's background check requirements.
6. Employ proven methods of pest control such as Integrated Pest Management (IPM) in order to protect people, properties, and the local environment.
7. Be responsible for following all federal, state and local laws regarding hazardous chemicals, including the Environmental Protection Agency Title 40 Code of Federal Regulations and the product's label.
8. Set up a service schedule that is designed to meet the City's requirements.
9. Provide a detailed Report of Work and Inspection Record report after each service to the Parks Manager.
10. Visit all new sites added to the servicing list during the Term of Agreement, prior to beginning work, and submit pricing, a recommended application schedule including types of chemicals, and specifications for each application to the Parks Manager.
11. In compliance with Florida Occupational Health and Safety Statute Chapter 442, and before services are provided submit MSDS information to the Parks Department for all proposed chemicals to be used in treatment.
12. Provide resolution of discrepancies in service and invoicing within five (5) business days of notification.
13. Respond within five (5) business days to calls for unscheduled service and within 12 hours to calls for emergency service.
14. Notify the City within five (5) business days of any changes in the account manager or other Contractor contact information.
15. Perform scheduled service within five (5) business days of scheduled day. If unable to perform contractor shall reschedule with the department.

Bermuda Turfgrass and Zoysia Grass Application Program

1. Contractor shall furnish all material, chemicals, equipment, travel and labor to provide chemical applications for fertilization and control of lawn pests, weeds and vegetation at City of Port Orange athletic field locations (See **Appendix B Service Locations**).
2. All Bermuda Turfgrass and Zoysia grass applications are accounted for in **Appendix A - Bermuda turfgrass and Zoysia grass Application Program** with the 12-month treatment plan.
3. The contractor will be responsible for all granular fertilizer applications, as well as the Chipco mole cricket treatment.
4. Weed Control: Contractor should include all herbicide applications necessary to control infestations of undesirable plants (broadleaf weeds, grassy weeds, and sedges) below threshold populations. All applications shall be made following recommendations contained in The University of Florida Pest Control Guides for Turfgrass Managers.
5. Schedule and Application Rates: The Contractor shall apply pre-emergent herbicides as prescribed in **Appendix A - Bermuda Turfgrass and Zoysia grass Application Program**, and any post emergent treatments needed to keep undesirable plants at or below threshold levels in all Bermuda turfgrass and Zoysia grass fields listed in **Appendix B - Service Locations**. The costs of these applications are to be included in the Contractors monthly price. All herbicide applications must comply with the manufacturer's recommendations for dilution and application. Contractor shall be responsible for monitoring weather conditions and either reschedule application or employ adjuvants as needed, to ensure that the manufacturer's minimum required contact times are met. Any reapplications of herbicide needed as a result of rainfall occurring during or immediately after application, shall be the responsibility of the Contractor, at no additional charge.
6. Threshold for action: Contractor shall be required to provide treatments whenever the incidence of weeds exceeds acceptable threshold populations. Unacceptable threshold populations exist when there are more than five (5) broadleaf or grassy weeds per 100 square foot area on any portion of the field.
7. Insect Control: Contractor shall apply insecticides at the times indicated in **Appendix A - Bermuda Turfgrass and Zoysia Grass Application Program**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the Contractor's monthly price. Contractor shall provide prior notice for all applications to coordinate with the programming scheduled for the fields.
8. Quality Control: The Parks Department may randomly monitor application rates and sample diluted pesticides for independent lab analysis. The Parks Manager may visually inspect treated sites following supplemental applications for evidence of both dead and live insects. Should the lab or other analysis indicate that the rate of application is less than required, or the application was ineffective, Contractor shall be required to reapply the pesticide, at no additional cost to the City.
9. Fungicide Treatment: Contractor shall apply fungicides at the times indicated in **Appendix A - Bermuda**

Turfgrass and Zoysia Grass Application Program, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the Contractor's monthly price.

10. All containers, packaging, and used materials are not to be disposed of on City property. Disposal of all containers and packaging is the responsibility of the Contractor.
11. Contractor must perform their duties utilizing accepted and required OSHA safety equipment as required by EPA labeled products.

BERMUDA TURFGRASS AND ZOYSIA GRASS: Shall be maintained at a 95% weed free level of controllable weeds. Controllable weeds shall include all broadleaf, grassy, and sedge weeds that can be suppressed or eradicated through single or multiple applications of selective, pre-emergent and post-emergent herbicides.

WEED CONTROL (Broadleaf and Grassy):

It shall be the Contractor's responsibility to notify a designated City representative in order to schedule irrigation requirements. The standard for weed control will depend upon the type of grass and is designated below. Undesirable plants growing in the turf stand are to be considered weeds for eradication. Cultural conditions and fertility/insect control programs contribute greatly to the prevention of opportunistic weed growth.

Typical target weeds include but are not limited to:

Broadleaf: Florida Pusley, Pennywort, Chickweed, Clover, and Spurge

Grassy: Crabgrass, Goose grass, Crows foot, Signal Grass, Torpedo grass, Smut grass, Bull Paspalum and Sandspur

Sedge: Yellow and Purple Nutsedge

A weed/pest control program is prescribed to:

- Effectively control infestations of undesirable plants (broadleaf, grassy weeds and sedges) at threshold limits.
- Not extend beyond target pests resulting in discoloration or injury to turf stand.
- Minimize hazards to human and non-target organisms.

Threshold for action: Unacceptable threshold populations exist when there are more than five (5) broadleaf weeds per 100 sq. ft. area and / or five (5) grassy or sedge weeds per 500 sq. ft. area. The Sport Complex Manager and the awarded Contractor shall conduct documented quarterly walkthroughs of each field to determine the fields that are at the required threshold for treatment.

Note: Because some "weeds" are perennial, repeat applications may be required. These recommendations will be on a field-by-field basis only with prior approval by City staff.

INSECT CONTROL

1. Chemical applications will include but are not limited to all fertilizers and chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars and amphids (fungus, leaf spot and pythium, broadleaf weeds, grassy weeds and sedges).
2. "Control of" shall be defined as no more than one occurrence of any manifestation during any four (4) month period. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.
3. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. And re-treat as needed at no additional cost to the City. This will be at the discretion of the Parks Manager.
4. Turf areas shall be checked bi-weekly, by the contractor during the months of May through August with the remaining months to be checked on each visit for insect damage. Proper insecticides shall be applied based on latest recommendations from the Department of Agriculture. Any turf damage, due to improper chemical application and other contractor negligence, shall result in contractor replacement of damaged areas.
5. Warning signs will be placed on fields with application date written with an industrial marker. All containers used for mixing application will be removed from property upon completion of job.
6. A review (walk-thru inspection) will be conducted by Sport Complex Representative and Contractor on each visit to evaluate potential disease, pest and or weed damage. The Contractor will set aside a time frame to

communicate and document with Sport Complex Representative the needs of the city.

FERTILIZATION PROGRAM:

Fertilization is to be conducted as outlined in **Appendix A – Bermuda Turfgrass and Zoysia Grass Application Program** to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth.

The contractor will be responsible for the proper application of fertilizer. Frequency and composition of fertilizer applications are shown on **Appendix A – Bermuda Turfgrass and Zoysia Grass Application Program**. Extra applications per written report may be required on weak and stressed fields.

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Appendix A – Bermuda Turfgrass and Zoysia Grass Application Program

January

Ronstar (Pre-Emergent)
Manganese/Iron (Liquid Treatment)
Manor (Post-Emergent)
0-0-62 (Potash)
Disease control as needed

February

Iron/Manganese (Liquid Treatment)
Coron 28-0-0 (Slow-release Fertilizer)
Barricade 4FL (Pre-Emergent Weed Control)
Hydra-Hume 0-0-1 (Root Development Supplement)
Talstar Insecticide
Manor, Solitaire (Post-Emergent weeds)
Disease Control as Needed with Heritage

March

16-0-8 Dry Fertilizer 0.75 lb. N
Iron/Manganese (Liquid Treatment)
Manor, Solitaire (Post-Emergent weeds)
Ronstar (Pre-Emergent)
Talstar (Insect Control)
Disease Control as Needed with Heritage
Sedgehammer (Sedge Control)

April

30-0-15 Granular 50% with Polyon
Iron/Manganese (Liquid Treatment)
Hydra-Hume 0-0-1 (Root Development Supplement)
Manor, Speedzone (Post-Emergent Control)
Tribute Total (Grassy Weed Control)

May

Chipco Choice (Mole Cricket Control)
30-0-15 Granular 50% SRN with Polyon
Iron/Manganese (Liquid Treatment)
Celsius, Speedzone (Post-Emergent Control)
Talstar (Insect Control)
Sedgehammer (Sedge Control)
Grassy Weed Control with Tribute Total

June

16-0-8 Dry Fertilizer 0.50 lb. SRN
Iron/Manganese (Liquid Treatment)
Barricade 4FL (Pre-Emergent)
Celsius, Speedzone (Post-Emergent Control)
Manuscript (Grassy Weeds)
Acelepryn (Army Worms)

July

16-0-8 Dry Fertilizer 0.50 lb. SRN
Iron/Manganese (Liquid Treatment)
Insect Control as Needed
Grassy Weed Control with Tribute Total
Celsius, Speedzone (Post-Emergent Control)
Sedgehammer (Sedge Control)

August

30-0-15 Granular 50% SRN with Polyon
Iron/Manganese (Liquid Treatment)
Talstar (Insecticide)
Manor, Celsius (Post-Emergent Weeds)
Manuscript (Grassy Weeds)
Sedgehammer (Sedge Control)

September

20-0-10 Dry Fertilizer 50% SRN
Iron/Manganese (Liquid Treatment)
Hydra-Hume 0-0-1 (Root Development Supplement)
Manor, Celsius (Post-Emergent Weeds)
Manuscript (Grassy Weeds)
Sedgehammer (Sedge Control)

October

16-0-8 Dry Fertilizer 50% SRN
Iron/Manganese (Liquid Treatment)
Barricade 4FL (Pre-Emergent)
Tribute Total (Grassy Weed Control)
Sedgehammer (Sedge Control)
Talstar (Insect Control)

November

Coron 28-0-0 (Slow-release Fertilizer)
Iron/Manganese (Liquid Treatment)
Ronstar (Pre-Emergent)
Insect or Disease Control as Needed
Sedge/Grassy Weed Control as Needed

December

0-0-62 (Potassium Treatment)

Appendix B – Service Locations

Bermuda Turfgrass Locations

- | | |
|---|--|
| 1. City Center Complex
4609 City Center Drive | 5 baseball fields, 1 soccer field |
| 2. Southwinds Soccer Complex
1200 Richel Dr. | 1 multi-purpose field |
| 3. Coraci Park
5200 Coraci Blvd. | 4 softball fields, 1 multi-purpose field, 1 football field |
| 4. Silver Sands Football Field
1300 Herbert St | 1 football field |
| 5. Spruce Creek Rd.
481 Central Park Blvd. | 2 softball fields |

Zoysia Grass Location

- | | |
|---|-----------------------|
| 6. Riverwalk Park
3441 S. Ridgewood Ave. | 1 multi-purpose field |
|---|-----------------------|

END OF SCOPE OF WORK

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the “driver of change” and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

- 46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
- 48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
- 49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
- 50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
- 51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
- 52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
- 53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
- 54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
- 55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
- 56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders should acknowledge all addenda by circling the number of addenda received on the "Bidder's Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Bidder to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at <https://www.port-orange.org/bids.aspx>. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Bidder within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

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

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

14. **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.

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

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

17. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Bidder is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000, time and/or scope of the awarded Contract. The Bidder shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

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

19. **CONDUCT OF BIDDERS**

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

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all

communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

21. **CONFLICT OF INTEREST**

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

22. **CONFLICT OF INSTRUCTIONS**

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

23. **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. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

24. **CONTRACT OBLIGATION**

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

25. **CONTRACT RENEWALS**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY BIDDER**

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

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28. **DAMAGE**

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

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

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

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

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

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

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER**

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

35. **EVALUATION**

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

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

The City may award a solicitation to multiple Bidders and the need for a “tiebreaker” would therefore not be necessary. However, for award to one Bidder, in the event of a tie between two or more Bidders, the award shall be made to the Bidder who meets one of the below criteria in the sequence provided when all other factors are equal. For example: two Bidders are tied and both are in compliance with #1 below (Drug-free workplace pursuant to F.S. § 287.087). If only one of the tied Bidders are Certified service-disabled veteran then the award would go to the Certified service-disabled veteran. If both tied Bidders are Certified service-disabled veterans, then #3 is used as a tiebreaker per 2-275 of the City’s Code of Ordinances. If both tied Bidders are the same level of Local business per 2-275, the award would go to the Bidder that meets #4 below.

1. Drug-free workplace pursuant to F.S. § 287.087.
2. Certified service-disabled veteran.
3. Local businesses as defined in Section 2-275 of the Code of Ordinances.
4. Firm with the lowest volume of work on City projects within the last five years. The information will be based on information provided by the Bidder, subject to verification at the City’s option.

47. **INDEMNIFICATION/HOLD HARMLESS**

- (a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney’s fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.
- (b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Bidder’s work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney’s fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker’s compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney’s fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder’s employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder’s employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE CANCELLATION**

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

51. **INSURANCE REQUIREMENTS**

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

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<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.	<u>Contract Amount</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	- 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 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.		

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52. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

53. **IRREVOCABILITY OF RESPONSES**

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

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

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

55. **LEGAL REQUIREMENTS**

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

56. **LICENSES, PERMITS AND TAXES**

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

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

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

58. **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible Bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible Bidder.

- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible Bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

59. **MAINTENANCE**

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

60. **NAME BRANDS**

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

61. **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.

62. **NON-EXCLUSIVITY OF CONTRACT**

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

63. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

64. **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.

65. **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.

66. **OTHER AGENCIES**

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

67. **PATENTS/COPYRIGHTS**

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

68. **PRE-BID CONFERENCE**

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

69. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

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

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re- advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any

irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

71. **PRICING**

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of one hundred twenty (120) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of one hundred twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one hundred twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit a Schedule of Unit Pricing for each line item listed on the bid/proposal in order to be considered for award.

72. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

73. **PROPRIETARY INFORMATION**

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

74. **PROTECTION**

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

75. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Bidder list.

76. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

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

78. **PURCHASE ORDER AND DELIVERY**

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

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79. **QUALITY**
All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.
80. **QUESTIONS/INTERPRETATIONS**
Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
81. **RECORDS/AUDIT**
(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.
(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.
82. **RECYCLED MATERIALS**
City of Port Orange encourages the use of products made of recycled materials.
83. **REJECTING OF RESPONSES/REBIDDING**
The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)
84. **REQUEST FOR ADDITIONAL INFORMATION**
Prior to the final Solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the Solicitation and subsequent Contract.
85. **REVIEW OF RESPONSES/SUBMISSIONS**
Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

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86. **RIGHT OF WITHDRAWAL**
A bid, proposal, statement, or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Response due date.
87. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**
All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.
88. **RULES, REGULATIONS AND LICENSING REQUIREMENT**
The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.
89. **SAMPLES**
Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.
90. **SEPARATION AND DISTRUBUTION**
The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.
91. **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.
92. **SIGNATURE REQUIRED**
All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.
93. **SIGNED RESPONSE CONSIDERED AN OFFER**
The signed Response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
94. **SILENCE OF SPECIFICATIONS**
The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

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

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

96. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <https://dos.myflorida.com/sunbiz/manage-business/certification/>. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

97. **SUBCONTRACTING**

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

98. **SUPPLEMENTAL MATERIALS**

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

99. **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.

100. **TERM CONTRACTS**

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

101. **TERMINATION CONVENIENCE – NOTICE**

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

102. **TERMINATION - NOTICE**

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

103. **TITLE TRANSFER**

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

104. **UNBALANCED BID**

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

105. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

106. **VARIANCES**

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

107. **WAIVER OF IRREGULARITIES**

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

108. **WARRANTIES**

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

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SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of one hundred twenty (120) days from the ITB opening date.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract for Athletic Field Pest Control and Fertilization Services to the lowest responsive and responsible bidder as outlined in Section 3 and (Attachment 1) ITB Schedule of Unit Pricing.

CONTRACT TERM:

The initial term of the contract is two (2) years upon agreement. Two (2) two-year renewals are available upon agreement between both parties.

TIME-LINE:

Notice of Award: after bid opening and complete review of submitted bid information.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

PROOF OF E-VERIFY REGISTRATION

Bidders who do not include proof of E-Verify registration with form 7.11 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive. Include printed pages from the website showing company name and E-Verify registration number.

LICENSES AND PERMITS

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

PRICING:

Pricing must include all costs associated with delivery of the chemical(s), including, but not limited to, salary cost, fringe benefits, overhead, operation margin and profit and all direct and indirect expenses.

COST ADJUSTMENTS:

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in the initial contract term.

At the end of the initial contract term, any renewals provided pursuant to this solicitation shall be subject to review and approval by the city and appropriated budget.

The city manager shall have the authority to exercise any renewals included in this solicitation, subject to approval by council at the initial award of the contract, and the terms and conditions, including but not limited to pricing, as well as current market conditions are favorable for the city.

Any request for cost adjustment contemplated for a renewal term that may be approved by the City shall be subject to the following: 1) The cost adjustment will be considered only if increases or decreases occur in the industry; 2) Such request for adjustment shall be based on the latest yearly percentage increase/decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept of Labor and increase shall not exceed five percent (5%). (Should the latest yearly percentage increase in the CPI-U exceed 5%, the adjustment request must be 5% or less. Should the latest yearly percentage increase in the CPI-U be less than 5%, the adjustment request must be less than or equal to the CPI-U increase.) 3) Cost adjustment shall be fully documented and submitted to the City of Port Orange Parks Manager at least ninety (90) days prior to the contract anniversary date.

The yearly increase or decrease in the CPI shall be the latest Index published and available for six months prior to the end of the contract year then in effect, as compared to the Index for the comparable month one-year prior.

Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal. All rate adjustments shall be requested by the Contractor with sufficient supporting documentation to be considered by the City.

If no adjustment request is timely received from the Contractor, the Parties agree that the renewal term may be exercised without a rate adjustment. Late rate adjustment requests will not be considered.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

NOTICE:

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

WARRANTY:

The contractor will provide all warranties within the specifications and a warranty for labor, materials, and workmanship for duration of the agreement.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

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

SAFETY:

Contractor must be responsible for all aspects of safety administration on the job and must comply with all applicable OSHA, State of Florida Safety Regulations and all safety requirements of local authorities having jurisdiction. Contractor must exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work sites clean and free from trash and debris. The Contractor must clean up the work site on a daily basis.

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ___ Form 7.2 – Bidder’s Acknowledgement Form
- ___ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 7.4 – Drug Free Preference Statement
- ___ Form 7.5 – Public Entity Crimes Statement
- ___ Form 7.6 – Anti-Collusion Form
- ___ Form 7.7 – Statement of Bidder’s Qualifications
- ___ Form 7.8 – Professional References for Previous Experience
- ___ Form 7.9 – List of Subcontractors
- ___ Form 7.10 – Local Business Affidavit of Eligibility
- ___ Form 7.11 – E-Verify Affidavit
- ___ Form 7.12 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 7.13 – No Submittal Response Form
- ___ Attachment 1 – Schedule of Unit Pricing
- ___ Copy of active Lawn and Ornamental Licenses
- ___ Copy of all other currently held Licenses (Contractor, Sunbiz, etc.)
- ___ Submission of one (1) original marked “ORIGINAL” and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

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

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 ITB.

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

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 _____, 2023, 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 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change 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 _____, 2023, 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 must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance 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 _____, 2023, 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 7.5 – 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 Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____
_____ (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such 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 _____, 2023, 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 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of 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 Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the 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 SHEET & 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, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Bidder’s 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 _____, 2023, 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 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/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 Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

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

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 2**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 3**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 4**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 5**

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# (as applicable): _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City, State, Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐ Headquarters ☐ Principal Place of Business

Within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:

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

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

Name of Business

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 _____, 2023, 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



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

Project Name: _____

Solicitation Number: _____

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

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 _____, 2023, by _____ and who:

☐ Is personally known 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 7.12 – 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 proposal been 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name and Title of Authorized Representative

Signature

Date

This document must be completed and returned with your Submittal

FORM 7.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response 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: ITB #23-01 Athletic Field Pest Control and Fertilization Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ 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.

ATTACHMENT 1 – SCHEDULE OF UNIT PRICING

ITB #23-01 Athletic Field Pest Control and Fertilization Services																																																																		
ATTACHMENT 1 - SCHEDULE OF UNIT PRICING																																																																		
		<table border="1"> <tr> <td>Name of Business:</td> <td colspan="12"></td> </tr> <tr> <td>Contact Person:</td> <td colspan="12"></td> </tr> <tr> <td>Email Address:</td> <td colspan="12"></td> </tr> <tr> <td>Authorized Signature:</td> <td colspan="12"></td> </tr> </table>													Name of Business:													Contact Person:													Email Address:													Authorized Signature:												
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Authorized Signature:																																																																		
Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.																																																																		
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK																																																																		
REFER TO APPENDIX A - BERMUDA TURFGRASS AND ZOYSIA GRASS APPLICATION PROGRAM FOR THE REQUIRED MONTHLY TREATMENTS																																																																		
Bermuda Turfgrass Locations	Approx. Acreage	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Yearly Cost (Jan. - Dec.)																																																				
City Center Baseball Field # 1	2.00																																																																	
City Center Baseball Field # 2	1.50																																																																	
City Center Baseball Field # 3	2.00																																																																	
City Center Baseball Field # 4	1.50																																																																	
City Center Baseball Field # 5	1.50																																																																	
City Center Soccer Field	2.50																																																																	
Southwinds Soccer Complex Multi Purpose Field	7.00																																																																	
Coraci Park Softball Field # 1	2.50																																																																	
Coraci Park Softball Field # 2	2.50																																																																	
Coraci Park Softball Field # 3	2.50																																																																	
Coraci Park Softball Field # 4	2.50																																																																	
Coraci Park Multipurpose Field	1.32																																																																	
Coraci Football Field	1.32																																																																	
Silver Sands Football Field	1.32																																																																	
Spruce Creek Rd. Softball Field # 1	1.50																																																																	
Spruce Creek Rd. Softball Field # 2	1.50																																																																	
Zoysia Grass Location																																																																		
Riverwalk Park	1.50																																																																	
YEARLY TOTAL (BERMUDA TURFGRASS AND ZOYSIA):																																																																		

[Remainder of page left intentionally blank]

This document must be completed and returned with your Submittal

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

LEASED EMPLOYEE AFFIDAVIT (for informational purposes only)

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employ 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 agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

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

AFFIDAVIT REGARDING WORKERS' COMPENSATION (for informational purposes only)

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:

CONTRACTOR:

By: _____

Company: _____

Name: _____

By: _____

Name/Title: _____

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

NOTARY PUBLIC – STATE OF

Type or Print Name: _____

Commission No.: _____

Commission Expires: _____

(Seal)



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

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

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. **If the contract is for goods include the following:** Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the **Purchase Order(s) or Notice to Proceed** issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. 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 " " attached hereto, subject to a limit up to but not to exceed \$. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The , 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.	<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 \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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. Inspection

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

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

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

20. Liability for Loss or Damage.

(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.

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

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

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

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

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

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

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

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

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

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

Contractor: [REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

DRAFT

Witnesses:



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: _____

DRAFT

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____



End of Solicitation Documents



NOTICE OF INTENT TO AWARD

May 15, 2023

ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

On May 4, 2023 the City of Port Orange received four (4) submittals for ITB #23-01 Athletic Field Pest Control and Fertilization Services.

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

TRUGREEN LIMITED PARTNERSHIP

This recommendation of award will be presented to City Council for approval in the near future. Interested parties may review the City Council agenda at: <https://www.port-orange.org/776/Agendas-and-Minutes>.

Joseph Castro
Buyer

"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, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on May 18, 2023 at 4:00 P.M. EST.



BID TABULATION
ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES
BIDS RECEIVED MAY 4, 2023

	NON-RESPONSIVE			
ITEM DESCRIPTION	ATKINSON PEST CONTROL, INC	TRUGREEN LIMITED PARTNERSHIP	AGROW PRO, INC	LAKE JEM FARMS LLC
YEARLY TOTAL (BERMUDA TURFGRASS AND ZOYSIA):	\$35,717.00	\$111,529.00	\$159,670.80	\$256,365.00

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

SECTION 7 - REQUIRED FORMS

REVISED FORM 7.1 - BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 - Bidder's Acknowledgement Form
- ☒ Form 7.3 - Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 - Drug Free Preference Statement
- ☒ Form 7.5 - Public Entity Crimes Statement
- ☒ Form 7.6 - Anti-Collusion Form
- ☒ Form 7.7 - Statement of Bidder's Qualifications
- ☒ Form 7.8 - Professional References for Previous Experience
- ☒ Form 7.9 - List of Subcontractors
- ☒ Form 7.10 - Revised Local Business Affidavit of Eligibility
- ☒ Form 7.11 - E-Verify Affidavit
- ☒ Form 7.12 - Debarment, Suspension and Other Responsibility Matters
- ☒ Form 7.13 - No Submittal Response Form
- ☒ Attachment 1 - Schedule of Unit Pricing
- ☒ Copy of active Lawn and Ornamental Licenses
- ☒ Copy of all other currently held Licenses (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: TruGreen

Name of Business

[Signature]
Authorized Signature

5/2/23
Date

This document must be completed and returned with your Submittal

FORM 7.2 - BIDDER'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one hundred twenty (120) day in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

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

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

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for 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 ITB.

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Trugreen
Name of Business

[Signature]
Authorized Signature

Charles Newcomb BDR
Printed Name and Title

36-3734669
Federal Identification No.

STATE OF: Florida COUNTY OF: Volusia

920 Jimmy Ains Dr.
Mailing Address

Daytona Beach FL 32117
City, State & Zip Code

386-547-3119
Telephone Number

Charles.newcomb@trugreenmail.com
E-mail Address

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

2 day of May, 2023, by Charles Newcomb and who:

☐ Is personally known to me; or ☒ has produced FL DL as identification.

Lindsey Hindalov
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 02/27/2027



This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum# 1 Date: 5/2/23 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:

Trugreen
Name of Business

[Signature]
Authorized Signature

Charles Newcomb / BDR
Printed Name and Title

STATE OF: FLORIDA COUNTY OF: VOLUSIA

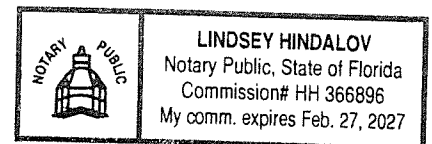
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

2 day of May, 2023, by Charles Newcomb and who:

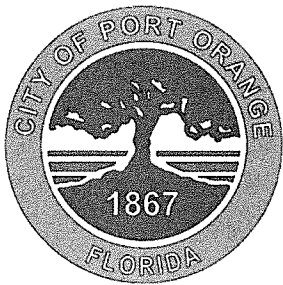
☐ Is personally known to me; or ☒ Has produced FLDL as identification.

Lindsey Hindalov
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration: 02/27/2027



This document must be completed and returned with your Submittal



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM # 1

April 26, 2023

ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 30, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Revisions

1. Section 5 - General Terms and Conditions, Item #23 Contract, pg.23 is hereby revised and shall now read as:

"Any acquisition above the \$100,000 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. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City."

2. Section 5 - General Terms and Conditions, Item #46 Identical Tie Bids, pg.27 is hereby revised and shall now read as:

"If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:"

- *The bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).*
- *The commodity was manufactured in the State of Florida.*
- *Florida business as confirmed thru SunBiz.org.*
- *If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.*
- *Drug free workplace policy in place.*

3. Section 5 – General Terms and Conditions, Item #58 Local Preference, pgs.30-31 is hereby revised and shall now read as:

"The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a

QUESTION #7: How many lbs. K per 1,000 sq. ft per annum does the city require?

ANSWER: Per manufacturer's specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #8: Are the months that have a post emergent herbicide listed to be completely sprayed with the listed herbicides? Or only spot treatments?

ANSWER: Completely sprayed

QUESTION #9: Are equivalent turf and ornamental labels allowed to be used?

ANSWER: Only with City approval based on supply issues.

In all other respects, except as specifically stated herein, the subject ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org

FORM 7.4 - DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance 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.

Trugreen
Name of Business

[Signature]
Authorized Signature

Charles Newcomb / BDR
Printed Name and Title

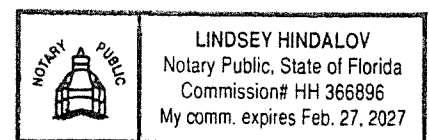
STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of May, 2023, by Charles Newcomb and who:

☐ Is personally know to me; or ☒ has produced A DL as identification.

Lindsey Hindalov
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 02/27/2027



This document must be completed and returned with your Submittal

FORM 7.5 - 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 Charles Newcomb, who, being by me first duly sworn, made the following statement:

1. The business address of Trugreen (name of Offeror or business) is 920 Jimmy Ann Dr. Daytona Beach FL 32117
2. My relationship to Trugreen (name of Offeror or business) is BDR (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: Volusia

Trugreen
Name of Business

Charles Newcomb / BDR
Authorized Signature

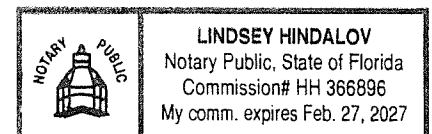
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of May, 2023, by Charles Newcomb and who:

☐ Is personally known to me, or ☒ has produced FLDL as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 02/27/2027



This document must be completed and returned with your Submittal

FORM 7.6 - ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Trugreen

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

PRINTED SIGNATURE: Charles Newcomb

TITLE: Business Development Representative

ADDRESS: 920 Jimmy Ann Dr.

CITY, STATE AND ZIP CODE: Daytona Beach FL 32117

TELEPHONE: 386-547-3119 FAX: 386-274-1071

F.E.I.N.: 36-3734669

NO bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 - STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of 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.

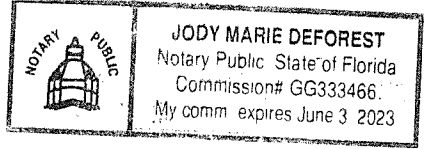
- A. Name of Bidder: Trugreen
- B. Permanent main office address: 920 Jimmy Ann Dr.
- C. Date organized: 1972
- D. If a corporation, where incorporated: Memphis Tennessee
- E. How many years have you been engaged in the business under your present firm or trade name? 23 years
- F. Contracts on hand: (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: Fertilization
- 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 SHEET & ATTACH TO SUBMITTAL
- L. Experience in work similar to this type of project: Personally over 20 years
- M. Background and experience of the principal members of your organization, including the officers: USE SEPARATE SHEET & ATTACH TO SUBMITTAL
- N. Credit currently available: \$ 147,000,000
- O. Give bank name, contact name and phone number: JP Morgan Contacts Attached
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒ Yes ☐ No

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

STATE OF: Florida
COUNTY OF: Volusia

Trugreen
Name of Business
[Signature]
Authorized Signature
Charles Newcomb BDR
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of May, 2023, by Charles Newcomb and who:
☐ Is personally known to me or ☒ has produced FLDL 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

Trugreen List of Contracts

Daytona 500

Jason Griffith formerly now Ryan Bradshaw

Daytona Beach

386-235-1027

rbradshaw@daytonainternationalspeedway.com

2016 to present

Approximately \$70,000 per year

New Smyrna Beach Sports Complex

David Ray

New Smyrna Beach

386-527-6657

dray@cityofnsb.com

2011 to present

Approximately \$85,000 per year

City of Fruitland Park

Robb Dicus

Fruitland Park

352-308-6651

rdicus@fruitlandpark.org

2016 to present

Approximately \$12,000 per year

Trugreen List of Contracts Completed

Daytona 500

Jason Griffith formerly now Ryan Bradshaw

Daytona Beach

386-235-1027

rbradshaw@daytonainternationalspeedway.com

2016 to present

Approximately \$70,000 per year

New Smyrna Beach Sports Complex

David Ray

New Smyrna Beach

386-527-6657

dray@cityofnsb.com

2011 to present

Approximately \$85,000 per year

City of Fruitland Park

Robb Dicus

Fruitland Park

352-308-6651

rdicus@fruitlandpark.org

2016 to present

Approximately \$12,000 per year

TRUGREEN EQUIPMENT LIST ,

TO WHOM IT MAY CONCERN,

TRUGREEN DAYTONA BRANCH, HAS 26 RESIDENTIAL/COMMERCIAL ISUZU NPR'S LAWN SPRAY UNITS FOR TURF.

TRUGREEN DAYTONA HAS 3 TREE AND SHRUB ISUZU NPRS FOR COMERRCIAL /RESIDENTIAL TREE AND SHRUB SERVICES

TRUGREEN HAS 5 Z SPRAYERS – FOR USE OF COMMERCIAL /RESIDENTIAL PROPERTIES

TRUGREEN HAS 2 RIDE ON AERATORS , PLUS 3 WALK BEHIND AERATORS FOR BOTH COMMERCIAL AND RESIDENTIAL USE.

SINCERELY,

RICHARD VON DIEZELSKI

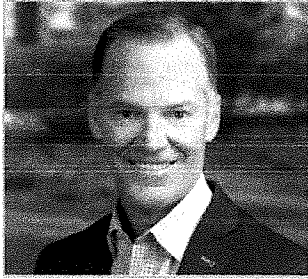
TRUGREEN

920 JIMMY ANN DR

DAYTONA BEACH FL 32117

BRANCH 5995

Executive Leadership Team



John Cowles
President and Chief Executive Officer

CEO's Direct Reports



Rebecca Schoepfer
Senior Vice President
and
Chief Human Resource
Officer



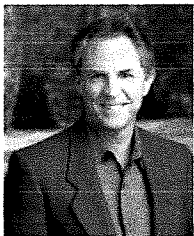
Ayman Taha
Senior Vice President and
Chief Information & Digital
Officer



Al Patel
Senior Vice President and
Chief Marketing and Digital
Officer



Ben Dunham
Executive Vice President and
Chief Financial Officer



Kevin Mann
Senior Vice President and
Chief Legal Officer



Bill Hausbeck
Senior Vice President of
Production



Shawn Flynn
Senior Vice President and
Chief Revenue Officer

BE TRUGREEN[®]



TruGreen Limited Partnership and Subsidiaries

In accordance with The TruGreen Limited Partnership's Commitment Authority Policy, employees are not to apply for any revolving credit accounts in the TruGreen name or in the name of any of its subsidiaries. Credit cards or revolving credit accounts, which imply a contract for TruGreen or a subsidiary to pay balances due, may not be opened unless authorized by TruGreen's CFO or VP-Finance. Additionally, employees are not authorized to grant liens on assets of the Company. However, the Commitment Authority Policy does allow for the purchase of goods and services in the ordinary course of business, i.e. the establishment of trade credit, so long as purchases are paid for in full upon receipt of an invoice.

As such, in order to comply with the above policy and to avoid improper commitments of the Company or of one's self personally, it is recommended that vendor credit applications not be completed. Rather, it is recommended that this sheet be given to a vendor who seeks to evaluate the credit worthiness of The TruGreen Limited Partnership. If additional information is requested, please contact the Accounts Payable department at apquestions@trugreenmail.com or Treasury Department at 901-325-3661.

Related Companies:	<u>Entity</u>	<u>Duns #</u>	<u>Tax ID #</u>
	Clayton, Dubilier & Rice	N/A	N/A
	TruGreen Limited Partnership	62-268-1351	36-3734669

Address:	1790 Kirby Parkway Suite 300 Memphis, TN 38138		
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Officers:	John K. Cowles, President Benjamin Dunham, Executive VP & CFO	Derek R. Graham, VP - Finance & Treasurer Kevin E. Mann, SVP & Chief Legal Officer
-----------	--	---

Type of Business:	Lawn Care		
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Trade References:	Inquiries to the following:		
	HH Associates US, Inc. Attn: Taline Navarro 600 W. Chicago Ave Suite 850 Chicago, IL 60610 Taline.Navarro@hhglobal.com Fax: 312-676-5784	ARI Fleet Attn: Frank Clement 4001 Leadenhall Mount Laurel, NJ 08054 Frank.Clement@holman.com Phone: 856-778-1500	Unifirst Corporation Attn: Alfred A Barbato 68 Jonspin Road Wilmington, MA 01887 Alfred_Barbato@unifirst.com Fax: 978-658-3277

Bank Reference:	Inquiries to: Matthew Kolarik Vice President Corporate Client Banking J.P. Morgan Chicago, IL O: 312 325 6875 C: 920 217 7227 matthew.a.kolarik@jpmorgan.com jpmorgan.com		
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Years in Business:	Since 10/31/1990		
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Rev 01/27/2023



TruGreen Limited Partnership and Subsidiaries

In accordance with The TruGreen Limited Partnership's Commitment Authority Policy, employees are not to apply for any revolving credit accounts in the TruGreen name or in the name of any of its subsidiaries. Credit cards or revolving credit accounts, which imply a contract for TruGreen or a subsidiary to pay balances due, may not be opened unless authorized by TruGreen's CFO or VP-Finance. Additionally, employees are not authorized to grant liens on assets of the Company. However, the Commitment Authority Policy does allow for the purchase of goods and services in the ordinary course of business, i.e. the establishment of trade credit, so long as purchases are paid for in full upon receipt of an invoice.

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Related Companies:	<u>Entity</u>	<u>Duns #</u>	<u>Tax ID #</u>
	Clayton, Dubilier & Rice	N/A	N/A
	TruGreen Limited Partnership	62-268-1351	36-3734669

Address:	1790 Kirby Parkway Suite 300 Memphis, TN 38138		
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Officers:	John K. Cowles, President Benjamin Dunham, Executive VP & CFO	Derek R. Graham, VP - Finance & Treasurer Kevin E. Mann, SVP & Chief Legal Officer
-----------	--	---

Type of Business:	Lawn Care		
-------------------	-----------	--	--

Trade References:	Inquiries to the following:		
	HH Associates US, Inc. Attn: Taline Navarro 600 W. Chicago Ave Suite 850 Chicago, IL 60610 Taline.Navarro@hhglobal.com Fax: 312-676-5784	ARI Fleet Attn: Frank Clement 4001 Leadenhall Mount Laurel, NJ 08054 Frank.Clement@holman.com Phone: 856-778-1500	Unifirst Corporation Attn: Alfred A Barbato 68 Jonspin Road Wilmington, MA 01887 Alfred_Barbato@unifirst.com Fax: 978-658-3277

Bank Reference:	Inquiries to:		
	Matthew Kolarik Vice President I Corporate Client Banking I J.P. Morgan Chicago, IL O: 312 325 6875 C: 920 217 7227 matthew.a.kolarik@jpmorgan.com jpmorgan.com		

Years in Business:	Since 10/31/1990		
--------------------	------------------	--	--

Rev 01/27/2023

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Daytona 500
Contact Person: Jason Griffith
City, State: Daytona Beach FL
Telephone Number: 386-235-1027
Email Address: Jgriffeth@daytonainternational Speedway.com
Description of goods/services provided: Sports Turf
Contract Amount: \$ 70,000 plus
Start/End Date of Contract: 2016 to present
2. Company Name: David Ray New Smyrna Beach Sports Complex
Contact Person: David Ray
City, State: New Smyrna Beach Florida
Telephone Number: 386-527-6657
Email Address: Dray@cityofnsb.com
Description of goods/services provided: Sports Turf
Contract Amount: 85,000
Start/End Date of Contract: 2011-present
3. Company Name: City of Fruitland Park
Contact Person: Robb Dicuss
City, State: Fruitland Park Florida
Telephone Number: 352-308-6651
Email Address: Rdicuss@fruitlandpark.org
Description of goods/services provided: Sports Turf
Contract Amount: \$12,000
Start/End Date of Contract: 2016-present

This document must be completed and returned with your Submittal.

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

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

1. Contact Name: Daytona 500
Phone: 386-235-1027
Current Client: ☒ Yes ☐ No
Number of years of service provided: 7
Description of service: Sports Turf
2. Contact Name: City of New Smyrna
Phone: 386-527-6657
Current Client: ☒ Yes ☐ No
Number of years of service provided: 12 years
Description of service: Sports Turf
3. Contact Name: City of Fruitland Park
Phone: 352-308-6651
Current Client: ☒ Yes ☐ No
Number of years of service provided: 7
Description of service: Sports Turf

This document must be completed and returned with your Submittal.

FORM 7.9 - LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1Name: None

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ NoSubcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

This document must be completed and returned with your submittal

REVISED FORM 7.10 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Business Name: ITB #2301 Contact Person/Title: Charles Newcomb / BDR
Mailing Address: 920 Jimmy AmDr. City, State, Zip: Dartmouth Beach, FL. 32117
Phone Number: 386-547-319 Email address: charlesnewcomb@trugreenmail.co
Physical Presence of Business: ☐ Headquarters ☒ Principal Place of Business
Within Legal Boundaries: ☐ City of Port Orange ☒ Volusia County ☐ State of Florida
FEIN (Federal Employer Identification Number): 36-3734669
Business Structure: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION - I understand that:

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

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

STATE OF: Florida

COUNTY OF: Volusia

Trugreen
Name of Business

[Signature]
Authorized Signature

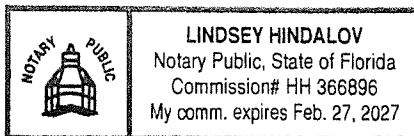
Charles Newcomb / BDR
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of May, 2023, by Charles Newcomb and who:

☐ Is personally known to me; or ☒ Has produced FLDL as identification.

Lindsey Hindalov
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 02/27/2025



This document must be completed and returned with your Submittal

2022 / 2023

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 199609180017

Expires: September 30, 2023

Business Location: 920 JIMMY ANN DR

Business Name: TRUEGREEN CHEMLAWN

Owner Name: TRUEGREEN LIMITED PARTNERSHIP

Mailing Address
ATTN: TAX DEPT
1790 KIRBY PKWY
MEMPHIS, TN 38138

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service State Lic Req	69195-114	472	5	\$22.00

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

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

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 09/23/2022
RECEIPT #: 485090
TOTAL TAX: \$22.00
PENALTY: \$0.00
TOTAL PAID: \$22.00



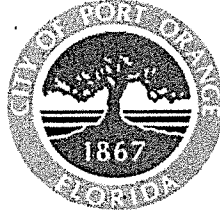
Business Name: TRUEGREEN CHEMLAWN
Owner Name: TRUEGREEN LIMITED PARTNERSHIP
Mailing Address
ATTN: TAX DEPT
1790 KIRBY PKWY
MEMPHIS, TN 38138

Account #: 199609180017

Expires: September 30, 2023

Business Location: 920 JIMMY ANN DR

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.



CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Athletic Field Pest Control and Fertilization

Solicitation Number: ITB #2301

I, the undersigned hereby certify that Trugreen (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.

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 Trugreen (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.

Charles Newcomb / BDR
Print or Type Name, Title

[Signature]
Signature of Affiant

36-3734669
Federal Employer ID Number (FEIN)

CMUTVBNM7665
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

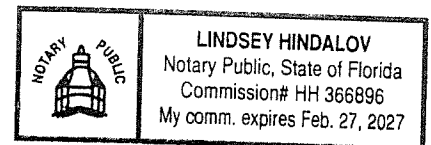
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

2 day of May, 2023, by Charles Newcomb and who:

☐ Is personally know to me; or ☒ has produced FDL as identification.

Lindsey Hinda Lov
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 02/27/2027



This document to be completed and returned with your Submittal

My Company Account

My Company Profile

Company Information

Company Name	Doing Business As (DBA) Name
Trugreen Limited Partnership	Trugreen
Company ID	Enrollment Date
951688	Mar 01, 2016
Employer Identification Number (EIN)	Unique Entity Identifier (UEI)
363734669	---
DUNS Number	Total Number of Employees
622681351	10,000 and over
NAICS Code	Sector
561	Administrative and Support and Waste Management and Remediation Services
Subsector	
Administrative and Support Services	

Sector
Administrative and Support and Waste Management and Remediation Services

FORM 7.12 – 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 proposal been 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Trugreen
Organization Name

ITB #23-01
Bid Number or Project Name

Charles Newcomb / BDR
Name and Title of Authorized Representative

Charles 5-2-23
Signature Date

This document must be completed and returned with your Submittal

FORM 7.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response 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: ITB #23-01 Athletic Field Pest Control and Fertilization Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

- ☐ 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: _____

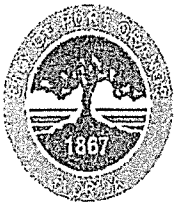
Signature: _____

Date: _____

Additional Information:

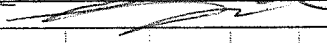
If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

ATTACHMENT 1 - SCHEDULE OF UNIT PRICING



ITB #23-01 Athletic Field Pest Control and Fertilization Services

ATTACHMENT 1 - SCHEDULE OF UNIT PRICING

Name of Business:	TruGreen		
Contact Person:	Charles Newcomb		
Email Address:	charlesnewcomb@trugreenmail.com		
Authorized Signature:			

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK														
REFER TO APPENDIX A - BERMUDA TURFGRASS AND ZOYSIA GRASS APPLICATION PROGRAM FOR THE REQUIRED MONTHLY TREATMENTS														
Bermuda Turfgrass Locations	Approx. Acreage	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Yearly Cost (Jan. - Dec.)
City Center Baseball Field # 1	2.00	440	440	480	540	980	570	440	480	440	480	480	250	6020
City Center Baseball Field # 2	1.50	330	330	360	405	735	427	330	360	330	360	360	187	4514
City Center Baseball Field # 3	2.00	440	440	480	540	980	550	440	480	440	480	480	250	6020
City Center Baseball Field # 4	1.50	330	330	360	405	735	427	330	360	330	360	360	187	4514
City Center Baseball Field # 5	1.50	330	330	360	405	735	427	330	360	330	360	360	187	4514
City Center Soccer Field	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Southwinds Soccer Complex Multi Purpose Field	7.00	1540	1540	1680	1890	3430	1995	1540	1680	1995	1680	1680	875	21,525
Coraci Park Softball Field # 1	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Softball Field # 2	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Softball Field # 3	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Softball Field # 4	2.50	550	550	600	675	1225	712	550	600	712	600	600	312	7686
Coraci Park Multipurpose Field	1.32	290	290	316	356	646	376	290	316	376	316	316	165	4053
Coraci Football Field	1.32	290	290	316	356	646	376	290	316	376	316	316	165	4053
Silver Sands Football Field	1.32	290	290	316	356	646	376	290	316	376	316	316	165	4053
Spruce Creek Rd. Softball Field # 1	1.50	330	330	360	405	735	427	330	360	427	360	360	187	4514
Spruce Creek Rd. Softball Field # 2	1.50	330	330	360	405	735	427	330	360	427	360	360	187	4514
Zoysia Grass Location.														
Riverwalk Park	1.50	330	330	360	405	735	427	330	360	427	360	360	187	4514
YEARLY TOTAL (BERMUDA TURFGRASS AND ZOYSIA):														111,235

[Remainder of page left intentionally blank]

This document must be completed and returned with your Submittal

State of



Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF127054

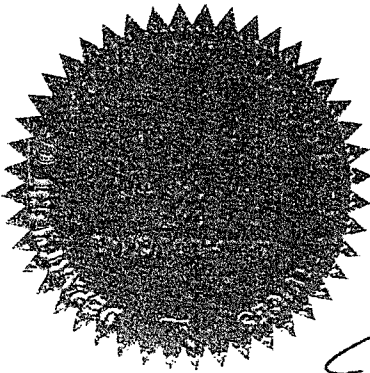
RICHARD WILLIAM VONDIEZELSKI

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental, General Household Pest and Rodent Control

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this
signature at Tallahassee, Florida on April 19, 2016
Sarah R. Oakes
Chief, Bureau of Licensing and Enforcement*



Adam H. Putnam
Commissioner of Agriculture



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

**CERTIFICATE OF GENERAL LIABILITY INSURANCE
PERTAINING TO PEST CONTROL BUSINESS LICENSE**

Section 482.071(4), F.S. and 5E-14.142, F.A.C.
Telephone: 850-617-7997

Respond to:

Bureau of Licensing and
Enforcement
3125 Conner Blvd, Bldg 8,
Tallahassee, FL 32399-1650

Insured:

(Pest Control Business)

TruGreen Limited Partnership - 5995

Business Name

920 Jimmy Ann Drive

Physical Address of Business

Daytona Beach, FL 32117

City, State, Zip Code

PRODUCER:

(Insurance Agent)

Arthur J Gallagher & Co

Company Name

8 Cadillac Drive, Suite 200

Street or Mailing Address

Brentwood, TN 37027

City, State, Zip Code

615-244-8484

Phone number

GL5425760

Policy Number

1/1/23

Policy Effective Date

1/1/24

Policy Expiration Date

Insurance Company(ies) Affording Coverage:

National Union Fire Ins Co of Pittsburgh PA

Company (Letter A - below)

National Union Fire Ins Co of Pittsburgh PA

Company (Letter B - below)

A. Chapter 482.071(4), Florida Statutes, states, in part, that each person making application for a pest control business license or renewal thereof must furnish to the department a certificate of insurance that meets the requirements for minimum financial responsibility for bodily injury and property damage consisting of:

Bodily injury: \$250, 000 each person and \$500, 000 each occurrence; and
Property damage: \$250,000 each occurrence and \$500,000 in the aggregate; or
Combined single-limit coverage: \$500,000 in the aggregate.

The insured firm's coverage meets or exceeds the minimum statutory requirements as stated in "A" above:

Authorized Insurance Representative Signature

B. Does the insured have insurance for performing wood-destroying organism inspections in the form of errors and omissions (professional liability) coverage in an amount no less than \$500,000 in the aggregate and \$250,000 per occurrence?

X

Yes

No

Authorized Insurance Representative Signature

CERTIFICATE HOLDER

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650
(850) 617-7997 FAX: (850) 617-7967

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

RICHARD WILLIAM VONDIEZELSKI
CERTIFIED PEST CONTROL OPERATOR

JF127054

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING June 1, 2023

Nicole Briel Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM # 1

April 26, 2023

ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 30, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Revisions

1. Section 5 - General Terms and Conditions, Item #23 Contract, pg.23 is hereby revised and shall now read as:
"Any acquisition above the \$100,000 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. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City."
2. Section 5 - General Terms and Conditions, Item #46 Identical Tie Bids, pg.27 is hereby revised and shall now read as:
"If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:"
 - *The bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).*
 - *The commodity was manufactured in the State of Florida.*
 - *Florida business as confirmed thru SunBiz.org.*
 - *If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.*
 - *Drug free workplace policy in place.*
3. Section 5 – General Terms and Conditions, Item #58 Local Preference, pgs.30-31 is hereby revised and shall now read as:
"The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>. A local supplier or contractor is interpreted as a

respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.”

4. REVISED FORM 7.1 – BID SUBMITTAL CHECKLIST

Bidders are advised they must complete REVISED Form 7.1 Bid Submittal Checklist. REVISED Form 7.1 Bid Submittal Checklist is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

5. REVISED FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

Bidders are advised they must complete REVISED Form 7.10 Local Business Affidavit of Eligibility. If Bidder does not complete and include with bid submittal REVISED Form 7.10 Local Business Affidavit of Eligibility, their bid may be deemed non-responsive. REVISED Form 7.10 Local Business of Eligibility is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page @ <https://www.port-orange.org/bids.aspx>

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

QUESTION #1: What are the Ronstar rates?

ANSWER: Per manufacturer specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #2: What is the Ronstar formulation to be used?

ANSWER: Per manufacturer specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #3: Can Ronstar be impregnated on a fertilizer?

ANSWER: If manufacturer's guidelines permit.

QUESTION #4: Nematodes are listed under insect control, yet they are not insects. What products are to be used on Nematodes?

ANSWER: If Nematodes were detected it would be an additional cost and treatment the City would be responsible for. The treatment would be Curfew.

QUESTION #5: The months March, June, and July say .75 lb. N, .5 lb. SRN. Is that meant to be lbs N per 1,000 sq. ft?

ANSWER: Yes

QUESTION #6: How many lbs. N per 1,000 sq. ft per annum does the city require?

ANSWER: Per manufacturer's specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #7: How many lbs. K per 1,000 sq. ft per annum does the city require?

ANSWER: Per manufacturer's specifications based on field conditions and specifications outlined in ITB #23-01.

QUESTION #8: Are the months that have a post emergent herbicide listed to be completely sprayed with the listed herbicides? Or only spot treatments?

ANSWER: Completely sprayed

QUESTION #9: Are equivalent turf and ornamental labels allowed to be used?

ANSWER: Only with City approval based on supply issues.

In all other respects, except as specifically stated herein, the subject ITB #23-01 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES remains unchanged.

END OF ADDENDUM #1

Joseph Castro

Buyer

jcastro@port-orange.org



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B8a) Resolution No. 23-21 - Ratification of Emergency Powers Taken During Hurricane Ian, Temporarily Extending the Waiver of Certain Permit Fees, and Temporarily Allowing for the use of Recreational Vehicles (RV)

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 23-21.

SUMMARY: As Hurricane Ian approached the State of Florida, City Council adopted Resolution No. 22-31 declaring a local state of emergency and authorizing the City Manager or his designee to serve as Emergency Management Director. During the local state of emergency, the City Council waived the procedures and formalities required by law and City ordinances and authorized the City Manager to exercise all powers and duties and take all actions deemed appropriate.

The City Manager executed 48 Executive Orders (EO) and requests City Council ratify the actions taken during the local state of emergency. The majority of the EO's (38) were to extend the local state of emergency. The actions taken by the City Manager through executive orders also included the temporary suspension of the enforcement of 70-48 (f) of the City Code of Ordinances relating to living in recreational vehicles (RV), suspension of yard waste and recycling services and providing for enforcement of Section 26-71 of the Code of Ordinances related to garbage, trash, refuse and debris being placed adjacent to the pavement or travel way of streets, alleys, and roads after the last day of pick up, providing a temporary increase in spending authority for certain designated employees, providing for the closure of City of Port Orange offices, allowing for telework, temporarily suspending utility shut-offs and late fees for delinquent utility accounts, adopting Volusia County's curfew, temporary waiver of permit fees for certain repairs and tree removal caused by the Hurricane Ian Storm Event, providing for a procedure for temporary permit fee waiver, providing for certain adjustments for utility charges, and ordering debris removal from private and public rights-of-way.

As part of the recovery efforts from Hurricane Ian, the permit fees for building permits needed to complete repairs to structures damaged by wind, flooding, and falling trees were waived through Executive Order No. 7. The fee waiver for repairs associated with damage due to Hurricane Ian began on October 3, 2022, and is set to end on June 26, 2023, since a majority of structures damaged have been repaired or permits have been obtained and work is ongoing. As of June 1, 2023, there have been at least 650

hurricane repair building permits issued, with a majority of those permits being issued between November 2022 - January 2023.

However, there are at least 150 structures that are located in a Special Flood Hazard Area (SFHA) that have been determined by the City to be Substantially Damaged and the homeowners have until December 31, 2023, to be brought into compliance with the FEMA-managed National Flood Insurance Program and the floodplain management requirements in the Florida Building Code and Port Orange Land Development Code. To bring these structures into compliance, building permits will be required to elevate, demolish and rebuild, or repair or the homeowners must be registered as a participant in the City's FEMA Hazard Mitigation Grant Program (HMGP) application. Staff continues to work with homeowners on their options to bring their Substantially Damaged structures into compliance and is requesting approval to continue to waive the permit fee for building permits needed to bring substantially damaged structures into compliance until December 31, 2023.

In addition, Staff is requesting the extension of the temporary suspension of subparagraph (f) of Section 70-48, Code of Ordinances, to allow residents to live in a Recreational Vehicle (RV), provided certain criteria, including specific parking arrangements, occupancy, and disposition of wastewater are met. These criteria must be confirmed by a Code Enforcement Officer. This will allow residents with substantial damage to their homes additional time to complete repairs. This extension would expire on March 30, 2024 unless extended by the City Manager for up to 6 months to effectuate the intent of this resolution.

PRESENTER: Wayne Clark, John McKinney

ATTACHMENTS:

1.	IAN RESOLUTION 23-21	IAN RESOLUTION 23-21.pdf
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Tracee Cody	Created/Initiated - 6/5/2023
Robin Fenwick	Approved - 6/6/2023
Matthew Jones	Approved - 6/7/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/9/2023

RESOLUTION NO. 23-21 (IAN)

A RESOLUTION OF THE CITY COUNCIL OF PORT ORANGE FLORIDA RATIFYING EMERGENCY POWERS TAKEN BY THE EMERGENCY MANAGEMENT DIRECTOR AND/OR DESIGNEE DURING THE HURRICANE IAN STORM EVENT EMERGENCY; PROVIDING FOR TEMPORARY PROCEDURES AND WAIVER OF PERMIT FEES FOR SUBSTANTIALLY DAMAGED PROPERTIES CAUSED BY IAN; TEMPORARILY ALLOWING FOR THE USE OF RECREATIONAL VEHICLES IN SUBSTANTIALLY DAMAGED RESIDENTIAL AREAS SUBJECT TO CRITERIA; AUTHORIZING THE CITY MANAGER TO EXTEND AS NECESSARY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 24, 2022, Governor Ron DeSantis issued Executive Order Number 22-219, declaring that a state of emergency existed in every county in the State of Florida; and

WHEREAS, the City Council of the City of Port Orange declared a Local State of Emergency beginning September 26, 2022 at 3:30 p.m. pursuant to Resolution 22-31; and

WHEREAS, this emergency has been extended in seven (7) day increments since said time and will expire on June 26, 2023; and

WHEREAS, during the local state of emergency the City Council waived the procedures and formalities required by law, in accordance with Section 252.38, Florida Statutes, and Chapter 26 of the City of Port Orange Code of Ordinances, and authorized and empowered the City Manager to exercise all powers and duties and take all actions deemed appropriate as authorized in Section 252.38, Fla. Stat., and Sections 26.6.1, et seq. of the City of Port Orange Code of Ordinances; and

WHEREAS, the City Manager executed approximately 48 Executive Orders during the local state of emergency which are on file in the City Clerk's Office; and

WHEREAS, due to the storm's significant and widespread impact to the City of Port Orange, the recovery effort is a protracted one and still requires permits for repair of substantially damaged properties caused by Hurricane Ian; and

WHEREAS, it is in the public's interest that these fees are waived; and

WHEREAS, subsection (f) of section 70-48, Code of Ordinances, City of Port Orange, prohibits the use of recreational vehicles or equipment for living, sleeping or

housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use; and

WHEREAS, due to the impact of Hurricane Ian, leniency should be exercised on Code Enforcement matters and residents should be permitted to use recreational vehicles for living, sleeping and housekeeping purposes temporarily, subject to the criteria specified herein, and

WHEREAS, the actions taken by the City Manager through executive order included temporary suspension of the enforcement of 70-48 (f) to allow temporary use of RVs, enforcement of Section 26-71 of the Code of Ordinances related to garbage, trash, refuse and debris being removed adjacent to the pavement or travel way of streets, alleys, and roads during the emergency, suspending yard waste and recycling, providing a temporary increase in spending authority for certain designated employees, providing for the closure of City of Port Orange offices, allowing temporary telework, temporarily suspending utility shut-offs and late fees for delinquent utility accounts, adopting Volusia County's curfew, temporary waiver of permit fees for certain repairs and tree removal caused by the Hurricane Ian Storm Event and providing for a procedure for temporary permit fee waiver, providing for certain adjustments for utility charges, ordering debris removal from private and public rights-of-way, and extending the emergency; and

WHEREAS, the City Council seeks to ratify the emergency actions taken by the City Manager during the Hurricane Ian Storm Event emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby ratifies all emergency actions taken by the City Manager and his designee in response to the Hurricane Ian Storm Event emergency as authorized by Resolution No. 22-31.

SECTION 2: Until December 31, 2023, upon application, the City may temporarily waive permit fees for the following activities requiring a permit to bring a structure that has been determined by the City of Port Orange to have been substantially damaged from the Hurricane Ian Storm Event into compliance with the Land Development Code and/or the Florida Building Code:

- Demolition of a structure
- Elevation and repair of a structure
- Replacement of a structure
- Other activities necessary to comply with the Land Development Code and/or Florida Building Code due to damage caused by the Hurricane Ian Storm Event.

In order to request the permit fee waiver provided for herein, each permit applicant shall be required to execute an affidavit affirmatively stating that the repair/replacement

activity requiring a permit is to bring the structure into compliance with the Land Development Code and/or Florida Building Code and provide a copy of the City issued Substantial Damage Letter. The Community Development Department may require or rely on historic data, photos, or other evidence to substantiate each application for permit fee waiver.

SECTION 3. Until March 30, 2024 or otherwise extended by law, to facilitate the protection of the health, safety and welfare of those residents who were affected by the Hurricane Ian Storm Event that caused substantial damage to residential homes and caused the occupants of the homes to have to vacate, the enforcement of subparagraph (f) of Section 70-48, Code of Ordinances, City of Port Orange, and/or rules substantially similar prohibiting the use of RVs in a residential area, are hereby temporarily suspended if a code enforcement officer confirms the following criteria:

- A. The RV is parked either in the driveway, on the side of the home, or in the front yard parallel with the front of the home.
- B. The person(s) occupying the RV is (are) an owner, tenant, lessee or occupant of the home in which the RV is parked.
- C. There is a clear need to vacate the residential structure due to the substantial damage to the home caused by the Hurricane Ian Storm Event and the resident has a copy of the City issued Substantial Damage Letter. The resident is also currently in the process of applying for a building permit, submitting a design to the City or applying for a construction loan for said damages and/or pursuing the restoration of water, sewer or electrical services.
- D. The property owner, tenant, lessee, or occupant shall properly dispose of wastewater pursuant to law and not dispose of it on the yard, parkage, streets, or rights-of-way or in stormwater drains.
- E. The property owner, tenant, lessee or occupant shall keep all areas in a clean and sanitary condition.
- F. The RV is connected to water and electric utilities and does not present a danger to health or human safety.
- G. The property owner, tenant, lessee or occupant shall comply with the most recent edition of the National Electrical Code (NEC), including, but not limited to, being plugged into a receptacle that meets the requirements of the NEC.
- H. The property owner, tenant, lessee or occupant lives in the RV.
- I. If a state of emergency has been declared because of an approaching storm or hurricane, the RV must be immediately moved to a safe and secure location outside of the special flood hazard area and secured.

SECTION 4: The City Manager is hereby expressly authorized to extend the dates in Sections 2 and 3 above as necessary for up to 6 months to effectuate the intent of this Resolution.

SECTION 5: All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

SECTION 7: This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney

[CA-7935]



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (B8b) Resolution No. 23-22- Ratification of Emergency Powers Taken During Hurricane Nicole, Temporarily Extending the Waiver of Certain Permit Fees, and Temporarily Allowing for the use of Recreational Vehicles (RV)

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 23-22.

SUMMARY: As Hurricane Nicole approached the State of Florida, City Council adopted Resolution No. 22-42 declaring a local state of emergency and authorizing the City Manager or his designee to serve as Emergency Management Director. During the local state of emergency, the City Council waived the procedures and formalities required by law and City ordinances and authorized the City Manager to exercise all powers and duties and take all actions deemed appropriate.

The City Manager executed 39 Executive Orders (EO) and requests City Council ratify the actions taken during the local state of emergency. The majority of the EO's (32) were to extend the local state of emergency. The actions taken by the City Manager through executive orders also included the temporary suspension of the enforcement of Section 26-71 of the Code of Ordinances related to debris generated by the previous storm (Hurricane Ian), providing a temporary increase in spending authority for certain designated employees, providing for the closure of City of Port Orange offices, temporarily suspending utility shut-offs and late fees for delinquent utility accounts, adopting Volusia County's curfew, temporary waiver of permit fees for certain repairs and tree removal caused by the Hurricane Nicole Storm Event, providing for a procedure for temporary permit fee waiver, and providing for certain adjustments for utility charges.

As part of the recovery efforts from Hurricane Nicole, the permit fees for building permits needed to complete repairs to structures damaged by wind, flooding, and falling trees were waived through Executive Order No. 7. The fee waiver for repairs associated with damage due to Hurricane Nicole began on November 15, 2022, and is set to end on June 27, 2023, since a majority of structures damaged have been repaired or permits have been obtained and work is ongoing. As of June 1, 2023, there have been at least 650 hurricane repair building permits issued, with a majority of those permits being issued between November 2022 - January 2023.

However, there are at least 150 structures that are located in a Special Flood Hazard Area (SFHA) that have been determined by the City to be Substantially Damaged and the homeowners have until December 31, 2023, to be brought into compliance with the FEMA-managed National Flood Insurance Program and the floodplain management requirements in the Florida Building Code and Port Orange Land Development Code. To bring these structures into compliance, building permits will be required to elevate, demolish and rebuild, or repair or the homeowners must be registered as a participant in the City's FEMA Hazard Mitigation Grant Program (HMGP) application. Staff continues to work with homeowners on their options to bring their Substantially Damaged structures into compliance and is requesting approval to continue to waive the permit fee for building permits needed to bring substantially damaged structures into compliance until December 31, 2023.

In addition, Staff is requesting the temporary suspension of subparagraph (f) of Section 70-48, Code of Ordinances, to allow residents to live in a Recreational Vehicle (RV), provided certain criteria, including specific parking arrangements, occupancy, and disposition of wastewater are met. These criteria must be confirmed by a Code Enforcement Officer. This will allow residents with substantial damage to their homes additional time to complete repairs. This extension would also expire on March 30, 2024 unless extended by the City Manager for up to 6 months to effectuate the intent of this resolution.

PRESENTER: Wayne Clark, John McKinney

ATTACHMENTS:

1.	Nicole Resolution 23-22	Nicole Resolution 23-22.pdf
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Tim Burman	Created/Initiated - 6/5/2023
Robin Fenwick	Approved - 6/6/2023
Matthew Jones	Approved - 6/7/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/8/2023

RESOLUTION NO. 23-22 (NICOLE)

A RESOLUTION OF THE CITY COUNCIL OF PORT ORANGE FLORIDA RATIFYING EMERGENCY POWERS TAKEN BY THE EMERGENCY MANAGEMENT DIRECTOR AND/OR DESIGNEE DURING THE HURRICANE NICOLE STORM EVENT EMERGENCY; PROVIDING FOR TEMPORARY PROCEDURES AND WAIVER OF PERMIT FEES FOR SUBSTANTIALLY DAMAGED PROPERTIES CAUSED BY NICOLE; TEMPORARILY ALLOWING FOR THE USE OF RECREATIONAL VEHICLES IN SUBSTANTIALLY DAMAGED RESIDENTIAL AREAS SUBJECT TO CRITERIA; AUTHORIZING THE CITY MANAGER TO EXTEND AS NECESSARY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 7, 2022, Governor Ron DeSantis issued Executive Order Number 22-253, declaring that a state of emergency existed in Volusia County, Florida; and

WHEREAS, the City Council of the City of Port Orange declared a Local State of Emergency beginning November 8, 2022 at 4:30 p.m. pursuant to Resolution 22-42; and

WHEREAS, this emergency has been extended in seven (7) day increments since said time and will expire on June 27, 2023; and

WHEREAS, during the local state of emergency the City Council waived the procedures and formalities required by law, in accordance with Section 252.38, Florida Statutes, and Chapter 26 of the City of Port Orange Code of Ordinances, and authorized and empowered the City Manager to exercise all powers and duties and take all actions deemed appropriate as authorized in Section 252.38, Fla. Stat., and Sections 26.6.1, et seq. of the City of Port Orange Code of Ordinances; and

WHEREAS, the City Manager executed approximately 39 Executive Orders during the local state of emergency which are on file in the City Clerk's Office; and

WHEREAS, due to the storm's significant and widespread impact to the City of Port Orange, the recovery effort is a protracted one and still requires permits for repair of substantially damaged properties caused by Hurricane Nicole; and

WHEREAS, it is in the public's interest that these fees are waived; and

WHEREAS, subsection (f) of section 70-48, Code of Ordinances, City of Port Orange, prohibits the use of recreational vehicles or equipment for living, sleeping or

housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use; and

WHEREAS, due to the impact of Hurricane Nicole, leniency should be exercised on Code Enforcement matters and residents should be permitted to use recreational vehicles for living, sleeping and housekeeping purposes temporarily, subject to the criteria specified herein, and

WHEREAS, the actions taken by the City Manager through executive order included temporary suspension of 26-71 related to debris generated by the previous storm (Hurricane Ian), providing a temporary increase in spending authority for certain designated employees, providing for the closure of City of Port Orange offices, temporarily suspending utility shut-offs and late fees for delinquent utility accounts, adopting Volusia County's curfew, temporary waiver of permit fees for certain repairs and tree removal caused by the Hurricane Nicole Storm Event and providing for a procedure for temporary permit fee waiver and providing for certain adjustments for utility charges, and extending the emergency; and

WHEREAS, the City Council seeks to ratify the emergency actions taken by the City Manager during the Hurricane Nicole Storm Event emergency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby ratifies all emergency actions taken by the City Manager and his designee in response to the Hurricane Nicole Storm Event emergency as authorized by Resolution No. 22-42.

SECTION 2: Until December 31, 2023, upon application, the City may temporarily waive permit fees for the following activities requiring a permit to bring a structure that has been determined by the City of Port Orange to have been substantially damaged from the Hurricane Nicole Storm Event into compliance with the Land Development Code and/or the Florida Building Code:

- Demolition of a structure
- Elevation and repair of a structure
- Replacement of a structure
- Other activities necessary to comply with the Land Development Code and/or Florida Building Code due to damage caused by the Hurricane Nicole Storm Event.

In order to request the permit fee waiver provided for herein, each permit applicant shall be required to execute an affidavit affirmatively stating that the repair/replacement activity requiring a permit is to bring the structure into compliance with the Land Development Code and/or Florida Building Code and provide a copy of the City issued Substantial Damage Letter. The Community Development Department may require or

rely on historic data, photos, or other evidence to substantiate each application for permit fee waiver.

SECTION 3. Until March 30, 2024 or otherwise extended by law, to facilitate the protection of the health, safety and welfare of those residents who were affected by the Hurricane Nicole Storm Event that caused substantial damage to residential homes and caused the occupants of the homes to have to vacate, the enforcement of subparagraph (f) of Section 70-48, Code of Ordinances, City of Port Orange, and/or rules substantially similar prohibiting the use of RVs in a residential area, are hereby temporarily suspended if a code enforcement officer confirms the following criteria:

- A. The RV is parked either in the driveway, on the side of the home, or in the front yard parallel with the front of the home.
- B. The person(s) occupying the RV is (are) an owner, tenant, lessee or occupant of the home in which the RV is parked.
- C. There is a clear need to vacate the residential structure due to the substantial damage to the home caused by the Hurricane Nicole Storm Event and the resident has a copy of the City issued Substantial Damage Letter. The resident is also currently in the process of applying for a building permit, submitting a design to the City or applying for a construction loan for said damages and/or pursuing the restoration of water, sewer or electrical services.
- D. The property owner, tenant, lessee, or occupant shall properly dispose of wastewater pursuant to law and not dispose of it on the yard, parkage, streets, or rights-of-way or in stormwater drains.
- E. The property owner, tenant, lessee or occupant shall keep all areas in a clean and sanitary condition.
- F. The RV is connected to water and electric utilities and does not present a danger to health or human safety.
- G. The property owner, tenant, lessee or occupant shall comply with the most recent edition of the National Electrical Code (NEC), including, but not limited to, being plugged into a receptacle that meets the requirements of the NEC.
- H. The property owner, tenant, lessee or occupant lives in the RV.
- I. If a state of emergency has been declared because of an approaching storm or hurricane, the RV must be immediately moved to a safe and secure location outside of the special flood hazard area and secured.

SECTION 4: The City Manager is hereby expressly authorized to extend the dates in Sections 2 and 3 above as necessary for up to 6 months to effectuate the intent of this Resolution.

SECTION 5: All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

SECTION 7: This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney

[CA-7977]



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (E11) Environmental Advisory Board Appointment (x2)

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Nominate two (2) citizens to serve on the Environmental Advisory Board.

SUMMARY: Kristine Cunningham and John Macaluso currently serve on the Environmental Advisory Board; however, their terms expire on May 7, 2023. Both have indicated they would like to continue serving on the Board.

The City Clerk has received one other application from a citizen, Angelina Rossi, wishing to serve.

All applicants have been invited to attend the Council meeting.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Cunningham - Application	Cunningham - Application.pdf
2.	Macaluso - Application	Macaluso - Application.pdf
3.	Angelina Rossi - Application	Angelina Rossi - Application.pdf

Tracee Cody

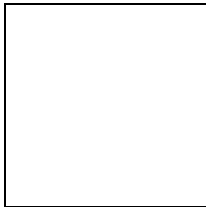
Created/Initiated - 6/8/2023

ROBIN L. FENWICK, CMC

City Clerk
City of Port Orange
City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129
TEL: 386-506-5563
FAX: 386-756-5290
EMAIL: rphenwick@port-orange.org
WEBSITE: www.port-orange.org



From: donotreply@port-orange.org [<mailto:donotreply@port-orange.org>]
Sent: Wednesday, November 30, 2016 8:05 PM
To: Fenwick, Robin <rphenwick@port-orange.org>
Subject: Volunteer Application - Kristine Cunningham



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Kristine Cunningham on 11/30/2016

Personal Information

Name:	Kristine Cunningham
Date of Birth:	01/22/1962
Telephone:	3866317604
E-mail:	krissysjake@gmail.com
Business Telephone:	
Address:	361 King James Ct
Are you a registered voter in Port Orange?	Yes

City Council District: Port Orange

How long have you been a resident of Port Orange? 20 yrs

Are you currently serving on a City Board? No

If yes, when and which board?

References

Reference 1: Kyle Berris. 1888 Big Crane Loop, Port Orange 32128 386 756 9265

Reference 2: John Mullins 694 Trafalga st Port Orange 386 235 2192

Reference 3: Phillip Brashier 150 Sweetgum Pl Port Orange 386 366 0414

Education

High School: Berner High School Massaquequa Park NY

Date Graduated High School: 06//1979

College: Hofstra University Uniondale NY

Date Graduated College: 05//1983

Degree: Bachelors Degree

Work Experience

Quest Diagnostics Laboratory-patient services supervisor 25yrs

Interests/Activities

Sierra Club, bicycling, gardening

Community Involvement

Local and state Sierra Club executive committee board member.

Why do you desire to serve on these boards?

Growth in Port Orange should include environmental oversight. Quality of life with respect to land and water quality should be considered in the long term development of my town.

Resume/Additional Information

Selected Boards/Commissions

Environmental Advisory Board

Order of Preference

Signature: Kristine Cunningham

Date: 11/30/2016

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

<u>2</u>	Environmental Advisory Board	___	Library Advisory Board
___	Construction Regulation Board*	<u>1</u>	Parks and Recreation Board
___	Code Enforcement Board*	<u>3</u>	Planning Commission*
___	Charter Review Board	<u>5</u>	City Manager Selection Committee
___	Civil Service Board	___	Audit & Budget Advisory Board
___	Districting Commission	<u>4</u>	Youth Advisory Board

CRA Boards

___ Eastport Community Redevelopment Agency*
___ Town Center Community Redevelopment Agency*

Pension Boards

___ General Employees*
___ Police*
___ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name JOHN MACALUSO Date of Birth 3/29/53

Address 5487 CRANE FEATHER DR.

Home Telephone 386-761-9295

E-Mail Address jmacaluso329@yahoo.com

Business Telephone 386-334-4863

Are you a registered voter in Port Orange? X Yes ___ No

City Council District 2

How long have you been a resident of Port Orange? 16 YEARS

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If yes, when and which Board? —

2. **REFERENCES** – Please list three references (business and/or personal)

SEE ATTACHED

Name, address, and telephone number

Name, address, and telephone number

Name, address, and telephone number

3. **EDUCATION**

High School

SEE RESUME

Date Graduated

College

Date Graduated

Degree

4. **WORK EXPERIENCE**

SEE RESUME

5. **INTERESTS/ACTIVITIES**

SEE RESUME

6. **COMMUNITY INVOLVEMENT**

SEE RESUME

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

RECENTLY SEMI RETIRED. COMMUNITY INVOLVEMENT
PAST BUSINESS, PROFESSIONAL AND CIVIL EXPERIENCES.

8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

5/2/17
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

John Macaluso

5487 Crane Feather Drive

Port Orange, Fl. 32128

386-761-9295

jmacaluso329@yahoo.com

Objective: To obtain a position, appointment or confirmation to a specific Board, Commission or Panel within the City of Port Orange using my Municipal Government, Business and Personal experiences.

Present: Semi Retired from the Environmental Engineering field as of 12/31/2016. I presently hold the position of Executive Vice President and Chief Development Officer in our family chain of restaurants.

1998 – 2016: As a member of the Environmental Business Community, I spent 18 years managing, directing and engineering products, processes and technologies related to the reduction of Diesel Emissions. My experience includes positions within North and South America targeting EPA non-attainment locations. My specific specialty was working directly with Federal, State, County and Local Governments in securing funds for Environmental Diesel related programs. As a Business Manager at Navistar Corporation, I was appointed to the position of Congressional Liaison, Diesel Emissions Reduction Act of 2005. In this position, I was a part of an Industry Committee that lobbied Congress as Industry experts to gain passage of the Diesel Emissions Reduction Act (DERA) of 2005 which is still an actively funded appropriation today.

1975 – 1997: Various Engineering and Technical positions held within fortune 500 companies.

Education:

1971: Bloomfield High School – Bloomfield, NJ.

1971 – 1973: RETS College – Nutley, NJ. AAS – Electronic Engineering Technology

1975 – 1976: Palomar College – San Marcos, Ca. – Certificate Program Electronic Engineering

Resume of John Macaluso continued:

Community Involvement:

1971 – 1972: Bloomfield, New Jersey – Appointed to the Transportation Committee by Mayor John Kinder.

1988 – 1999: Member of the Stillwater Township, NJ Recreation Commission, appointed by Mayor Emil Sorensen.

1989 – 1992: Executive Board Member, Crandon Lakes Country Club, Stillwater/Hampton, NJ.

1992 – 1996: Elected member of the Stillwater, NJ Township Committee serving 1 term as Mayor, 3 years as Township Committee Person. As a Committee form of Government my responsibilities included Public Safety, Recreation, Planning and Zoning.

1986 – 1996: Active member of the Stillwater/Fredon, NJ Little League serving as Coach, Manager and Umpire.

1992 – 2000: Active Member of the Stillwater, NJ Emergency Rescue Squad. New Jersey Certified First Responder.

1996 – Present: Member, New Jersey Conference of Mayors, Mayors Emeritus Advisory Council.

Personal: Residing in Crane Lakes. We have been Port Orange residents over the last 16 years since relocating from North West New Jersey. I am happily married to Nancy for 43 years with 2 adult children and 3 Granddaughters.

Hobbies include: Golf, softball and other competitive activities. I am also an Amateur Radio Operator since 1995. (KB2PXB)

John Macaluso
5487 Crane Feather Drive
Port Orange, Florida 32128
386-334-4863
jmacaluso329@yahoo.com

Personal References:

Matthew Kilyk
Business Manager – Hug Engineering US
5505 Clearview Drive
North Charleston, SC 29420
843-323-0706

Joseph Mannarino
Economic Development Director – Ormond Beach, Florida
69 Creek Bluff Way
Ormond Beach, Fl. 32174
386-212-2012

Gregory Cardino
Educator - Retired
9 Arika at Lions Paw
Daytona Beach, Fl. 32124
386-405-2220

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, February 17, 2023 5:01:33 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Interim Council Member District 2*, Environmental Advisory Board
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Order of Preference	Field not completed.
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If you are submitting an application to serve as the Interim Council Member for District 2, a resume must be uploaded below.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Angelina
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Last Name	Rossi
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Primary Phone	3865627402
---------------	------------

Alternate Phone	Field not completed.
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Email Address	Agr13c@my.FSU.edu
---------------	-------------------

Are you a registered	Yes
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voter in Port Orange?

Address	4057 S Waterbridge Cir
City	Port Orange
State	FL
Zip Code	32129
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	No
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Johnathan Foley 882-8440
Reference 2	Calvin Akley 413-841-1926
Reference 3	Steve Rossi 386-314-3297

Education

High School	Spruce Creek High School
Date Graduated High School	6/1/2013
College	Florida State University
Date Graduated College	6/1/2017
Degree	Environmental Studies and Geology

Additional Information

Work Experience	I have mestaurant management for the past 7 years and looking
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	to branch out into serving the community in a more effective way.
Interests / Activities	human impact on the environment, management, outdoor activities.
Community Involvement	Managing a family local restaurant has me deeply tied to the community.
Why do you desire to serve on these boards?	In order to make a more standing and helpful impact on the community outside of the restaurant business.
Additional Information	<i>Field not completed.</i>
Resume	angelina_rossi_22_AmbulatorySummary_2023-01-24_10122166.pdf

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Angelina Rossi
Date	2/17/2023

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (F12) First Reading - Ordinance No. 2023-04 - Code of Ordinances Amendment/Chapter 58, Article III - Special Events

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance 2023-04, Code of Ordinances Amendment/Chapter 58, Article III - Special Events

SUMMARY: Over the past several years, Community Development Staff has been updating the City's codes and processes in phases. The proposed text amendments to the Code of Ordinances for Special Events are intended to improve and update the content of the existing code, as part of an ongoing maintenance effort. The proposed amendments include clarifications and minor changes that make the code more efficient to use, support the City's redevelopment efforts, address problems or issues encountered when applying the code, and streamline and improve the review and approval process. The proposed amendment includes the following updates:

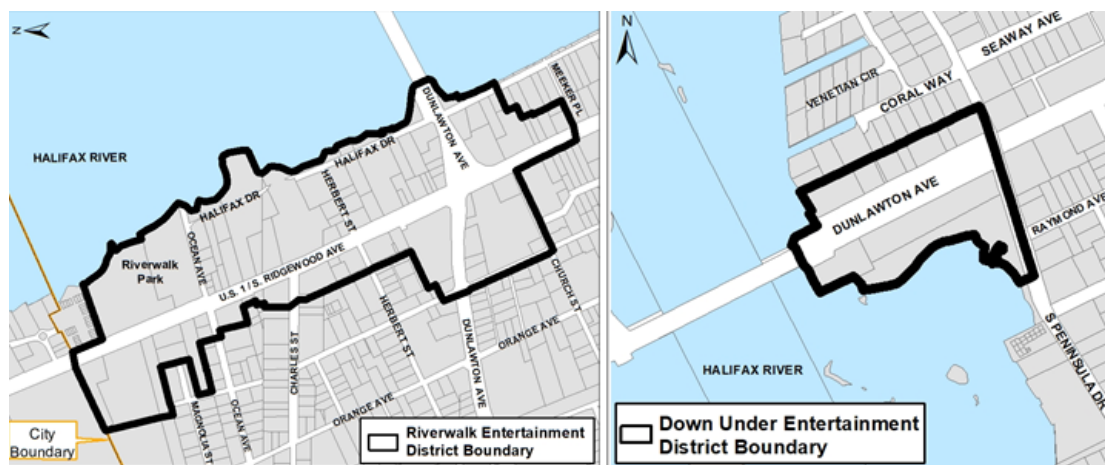
Amendment #1 - Major and Minor Special Events: The Code of Ordinances currently states that a special event held during a regional event recognized by the Daytona Regional Chamber of Commerce (Bike Week, Biketoberfest, Race Weeks, or other regional events) is a major special event, regardless of the number of days for the event. Over the last several years, local businesses have been interested in holding a one (1) day special event during Bike Week or Biketoberfest and these requests had to be processed as a major special event. A major special event designation requires a higher application fee and processing time compared to a minor special event. For example, last Spring Giuseppe's Steel City Pizza Restaurant received approval for a one-day event during Bike Week. The event included a motorcycle display, sponsor giveaways, and a DJ playing music from 11 am to 4 pm. Since this event was held during Bike Week it had to be processed as a major special event. If this event was held a week before or a week after Bike Week, it would have been processed as a minor special event and the application fee would have been \$100 instead of \$300 and the review/approval timeframe would have been 7 to 10 days instead of 45 days.

The proposed amendment streamlines the review process for 1-day events and does not change any of the code requirements for a major or minor special event, and if approved, a one-day special event held during a recognized regional event would be reviewed at the staff level and may be approved once all Land Development Code and Code of Ordinance requirements have been met. Over the last several years, staff has

taken several requests for one-day events during a recognized regional event to the Council and these events remained on the consent agenda and were not pulled for further discussion. There have been no reported issues with these 1-day events.

The proposed amendment would add language that the administrative official could deem a special event as a major special event if it is anticipated to impact the roadway network, surrounding properties, or the safety of event patrons and residents.

Amendment #2 - Number of Special Event Days in a Calendar Year: The Code of Ordinances currently limits the number of days a non-residential property can hold a special event (minor or major) to a 40-day limit for properties less than fourteen (14) acres in size and a 100-day limit for properties greater than fourteen (14) acres in size. The proposed amendment would increase the number of days a property in the designated Riverwalk and Down Under Entertainment District (both located in the Port Orange Town Center Community Redevelopment Area) can have during a calendar year to 100 days, regardless of the property size. Since many of the properties in these Entertainment Districts are smaller than 14 acres, they are currently limited to only 40 days of special events per year. Although a majority of properties in these Entertainment Districts are smaller than 14-acres, both Districts overall are larger than 14-acres, and events and entertainment are consistent with the plans for these areas. Similar to past amendments, the proposed amendment is intended to support existing businesses and attract new businesses that provide entertainment activities such as live music, food trucks, art and craft markets, etc. The proposed amendment supports the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) to create commercial/entertainment destination areas within the CRA.



Boundary of the Riverwalk and Down Under Entertainment Districts

Amendment #3 - Seasonal and Holiday Sales Events Over Seven Days: The Code of Ordinances currently states that any event more than seven (7) consecutive days in length requires approval by City Council. Therefore, typical seasonal and holiday sale events that would be a minor special events, except for the length of the event, are required to go before City Council for approval. The proposed amendment would allow special events associated with a recognized holiday or seasonal sale event, such as

Spring landscaping, Christmas trees, Halloween pumpkins, and fireworks sales, to be reviewed at the staff level and may be approved once all Land Development Code and Code of Ordinance requirements have been met. Over the last several years, staff has brought several requests for minor special events that exceed 7 consecutive days for seasonal and holiday sales to the City Council for approval and there have been no objections to the length of these events. The proposed amendment does not change any of the code requirements for these events and streamlines the approval process for these minor special events.

Amendment #4 - Surety Bond: The Code of Ordinances currently requires a \$250 surety bond for all major special events. The proposed amendment removes the requirement for posting a surety bond or cash bond for a major special event. The purpose of the bond was to ensure the removal of garbage, waste, trash, temporary structures, and debris from the property where the event was held or an adjacent property. Over the last 10 to 15 years, the city has not needed to use the bond to obtain compliance with the clean-up of a property where a special event was held. Over the last several years, some applicants have asked for the surety bond to be waived, and for the most part council has approved the major special event without a surety bond. Staff was unable to find a circumstance where the city had to utilize a bond and has always had to refund the surety bond or cash bond after the event. It generally takes staff from Community Development and Finance 5 to 10 business days to refund the \$250 bond after an event and the cost of staff time typically exceeds the amount of the bond. If there is an issue and a site is not cleaned up as required in the Code of Ordinances, Code Enforcement can cite the property owner for not cleaning their property after an event and there is existing language in the code that would allow the City to deny future events on that site.

PRESENTER: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2023-04	Ordinance No. 2023-04.pdf
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Penelope Cruz	Created/Initiated - 5/18/2023
Tim Burman	Approved - 5/18/2023
Shannon Balmer	Approved - 6/13/2023
Wayne Clark	Approved - 6/14/2023
Tracee Cody	Final Approval - 6/14/2023

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 58, ARTICLE III OF THE CODE OF ORDINANCES RELATING TO SPECIAL EVENTS; AMENDING SECTION 58-1 TO MAKE MINOR CHANGES TO THE DEFINITION OF MAJOR SPECIAL EVENT; AMENDING SECTION 58-53 TO ALLOW FOR SPECIAL EVENT SALES ASSOCIATED WITH LEGAL HOLIDAYS AND SEASONAL EVENTS AND TO PROVIDE AN INCREASE IN THE AMOUNT OF DAYS FOR A SPECIAL EVENT WITHIN THE RIVERWALK AND DOWN UNDER ENTERTAINMENT DISTRICT REGARDLESS OF PARCEL SIZE; AMENDING SECTION 58-56 TO REMOVE THE BOND REQUIREMENT FOR MAJOR SPECIAL EVENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the proposed amendments will make the code more efficient to use, support the City's redevelopment efforts, address issues encountered when applying the code, and improve the review and approval process; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

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, Florida, hereby amends Code of Ordinances, Chapter 58, Article III, to read as follows:

Chapter 58, ARTICLE III. - SPECIAL EVENTS

Sec. 58-51. Definitions.

[No changes to subsections (1)]

(2) *Major special event* means a special event which meets any one of the following criteria:

- a. Affects area(s) beyond the City of Port Orange;
- b. Requires one or more roadway closures, except as specified for block parties below;
- c. Hours of operation beyond 11:00 p.m.; ~~or~~
- d. A multi-day event ~~H~~held in conjunction with a regional event; or
- e. Any other event anticipated to impact the surrounding roadway network, surrounding properties, or the safety of event patrons and residents, as determined by the Administrative Official.

(3) *Minor special event* means any special event other than a major special event.

(4) Block party event means a neighborhood social event sponsored by a homeowners' association, or all affected property owners, of a residential subdivision, taking place in whole or in part on a public or private road in a residential area, and which obstructs vehicular traffic in a manner described in F.S. § 316.2045(1).

(5) Regional event means any of the following:

- a. Race weeks ~~(generally the two weeks preceding and including the Daytona 500 in February)~~ and the summer NASCAR race at Daytona International Speedway ~~(generally the Saturday nearest the Fourth of July)~~, as recognized by the Daytona Regional Chamber of Commerce;
- b. Bike Week ~~(generally a ten-day period beginning on the last Friday in February)~~, as recognized by the Daytona Regional Chamber of Commerce;
- c. Biketoberfest ~~(generally the third weekend in October, plus the five days before and two days after)~~, as recognized by the Daytona Regional Chamber of Commerce; or
- d. Any other event of significance to the community which may from time to time be recognized by resolution adopted by the city council or as recognized by the Daytona Regional Chamber of Commerce on its five-year calendar of events.

[No changes to subsections (6) through (12)]

[No changes to Sec. 58-52]

Sec. 58-53. - Limitations on number and duration of special events.

(a) Special events held in conjunction with a regional event shall not exceed the duration of the regional event.

(b) Special events associated with a legal holiday or seasonal event, such as Spring landscaping, Christmas trees, Halloween pumpkins, firework sales, shall not exceed 40 consecutive calendar days.

~~(b)~~ All other special events shall not exceed seven consecutive calendar days unless waived or modified by the city council.

~~(c)~~ A lot or parcel less than 14 acres in size may serve as a location of a special event, or any part of a special event, including parking, up to 40 days per calendar year. The 40-day limitation applies to all special events, including major special events and minor special events as defined in this article, and sidewalk sales events as provided in section 18-77 of this Code, unless waived or modified by the city council.

~~(d)~~ A lot or parcel equal to or greater the 14 acres may serve as a location of a special event, or any part of a special event, including parking, up to 100 days per calendar year. The 100-day limitation applies to all special events, including major special events and minor special events as defined in this article, and sidewalk sales events as provided in section 18-77 of this Code, unless waived or modified by the city council.

(f) A lot or parcel located in the Riverwalk or Down Under Entertainment Districts, as defined in section 42-83 of this Code, may serve as the location of a special event up to 100 days per calendar year.

~~(e)~~ All approved special events shall have 72 hours prior to the event for set up and 72 hours after the event for take down of the event.

~~(f)~~ Addition set up and take down time/days beyond the limitation established above can be approved by the city council.

[No changes to Sec. 58-54 or Sec. 58-55]

Sec. 58-56. - Permit conditions.

[No changes to subsection (a)]

(b) Notwithstanding the foregoing, and unless waived or modified by the city council, the permit holder shall comply with all applicable city ordinances, including but not limited to the following:

- (1) ~~Section 1 of~~ Chapter 8 of the Land Development Code, relating to adopted building codes;
- (2) ~~Sections 5 and 5.5 of~~ Chapter 15 of the Land Development Code, relating to temporary ~~and special event~~ signs;
- (3) Chapter 42 of the Code of Ordinances, relating to nuisances; and
- (4) Section 58-1 of Chapter 58 of the Code of Ordinances, relating to obstruction and encroachment of rights-of-way, and section 58-2 of the Code of Ordinances, relating to damage to trees and shrubs in rights-of-way.

~~(c) Unless expressly waived by the city council, the city shall impose on the major special event permittee as additional conditions, both of the following obligations:~~

- ~~(1) The posting, in advance, of a good and sufficient surety bond or cash bond in an amount to be determined by the city council, unless the bond is waived under the conditions provided herein. The bond shall be conditioned upon full compliance with the terms of the permit(s) and the provisions of this article, including, but not limited to, the removal of any temporary structures constructed for the special event and any garbage, waste, trash and debris from the~~

~~sponsoring property and any abutting properties which may become littered with garbage, waste, trash or debris as a result of the special event, within 48 hours after the special event.~~

~~(2) The payment, in advance, of any charges which the city may impose upon the permittee, such as the charge for use of police officer or other city personnel as further described in subsection (d)(5) of this section.~~

~~The failure to comply with these obligations at least five days prior to the scheduled commencement of the special event shall automatically void the permit(s).~~

(~~d~~c) The city council, for major events, or the community development director, or the community development director's designee, for minor events, may impose such additional restrictions on the granting of a special event permit, as deemed necessary to ensure compliance with the provisions of this article, the Code of Ordinances and the Land Development Code. These conditions may include but shall not be limited to the following:

- (1) Restrictions on the outside amplification of sound, hours of operation and signage. Noise shall generally be controlled by article IV of chapter 42 of the Code of Ordinances, unless further restrictions are imposed due to the proximity of the event to residential property. Hours of operation of the special event shall generally be limited to 11:00 p.m., unless specifically waived or amended by the city council.
- (2) Restrictions on the location of semi-trailers, motor homes and similar vehicles used solely for storage of goods and merchandise displayed at the special event to the rear of a principal building, or to other locations such that these vehicles are not readily visible from the public right-of-way fronting the sponsoring property. This provision shall not be deemed to authorize the use of such vehicles for sleeping by participants in the special event while such vehicles are located on the sponsoring property.
- (3) A requirement that appropriate traffic control devices be used at the special event permittee's expense.
- (4) Restrictions or prohibitions on the use of public rights-of-way.
- (5) A requirement that the permittee pay a charge for the use of city personnel such as police officers needed at the site of the special event to help ensure public safety.
- (6) A requirement that the permit holder screen participating merchants for compliance with applicable state, county and city laws, rules, regulations, codes and ordinances.
- (7) The posting, in advance, of a good and sufficient surety bond or cash bond in an amount to be determined by the city council, unless the bond is waived under the conditions provided herein. The bond shall be conditioned upon full compliance with the terms of the permit(s) and the provisions of this article, including, but not limited to, the removal of any temporary structures constructed for the special event and any garbage, waste, trash and debris from the sponsoring property and any abutting properties which may become littered with garbage, waste, trash or debris as a result of the special event, within 48 hours after the special event.
- (8) The payment, in advance, of any charges which the city may impose upon the permittee, such as the charge for use of police officer or other city personnel as further described in subsection d(5) of this section.

(~~e~~d) The permit holder shall be responsible for compliance by all participating merchants with the permit conditions which may be imposed.

[No further changes]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023

Passed and adopted on second and final reading on the _____ day of _____, 2023

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (F13) First Reading - Ordinance No. 2023-05 - Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development (Case No. PRZA-23-0003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-05, approving the Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development.

SUMMARY: PLANNING COMMISSION ACTION (5/25/23): Recommended Approval (5-1)

The applicant, CC Woodhaven, LLC, is requesting an amendment to the Master Development Agreement (MDA) for the Woodhaven Planned Unit Development (PUD) to establish a front setback for an uninhabitable improvement (e.g., front porches or other architectural enhancements) on a single-family home and clarify an existing requirement in the MDA about the type and height of fencing allowed on an individual residential lot. The proposed 4th amendment does not increase the number of allowed residential units or commercial square footage in the PUD and does not include Phase 1 of the PUD since the lots in Phase 1 are individually owned and already developed.

Front Setback for Uninhabitable Improvements

The applicant is requesting to establish a 15-foot front yard setback for uninhabitable improvements (e.g., front porches or other architectural enhancements) for a single-family home within the PUD, except for the homes constructed in Phase 1. Currently, the original MDA states that a single-family home (uninhabitable space, garage, and habitable space) is to be set back a minimum of 20 feet from the right-of-way line, including improvements such as a front porch. The principal structure and garage (habitable space) would still need to be set back 20 feet from the right-of-way and ensure the required area for parking vehicles in the driveway in front of the garage is provided.

According to the applicant, the 15-foot setback for uninhabitable space (e.g., front porches or other architectural enhancements) allows flexibility in the design of their single-family homes to include architectural features that improve the overall appearance of the homes from the right-of-way and in the PUD. In addition, the applicant states that allowing for improvements such as a front porch to be set back 15

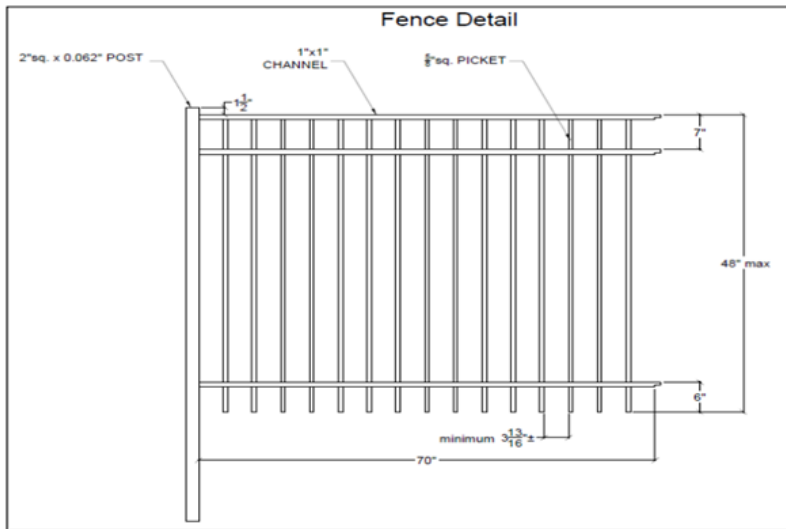
feet from the right-of-way also provides a homeowner with sufficient room in the rear yard to support desired outdoor living space, such as patios, decks, screen rooms, pool, etc.



Fences

The applicant is requesting to clarify an existing requirement in the MDA about the type of fence that can be installed on any lot within the PUD except Phase 1. The current MDA states that only a picket-style fence is allowed within a rear yard. The applicant is requesting to modify their fence requirement in the MDA to state that a fence cannot exceed 4 feet in height, cannot be placed in the 5-foot irrigation easement located along the rear lot line, and the design of the fence is to be consistent with the fence detail added to the MDA per the approved ICI design.

According to the applicant, the additional requirements are to ensure fences that are installed in the rear yard, do not interrupt drainage, maintain aesthetics, and provide consistency with what is required by Homeowner's Association (HOA) regulations for more efficient permitting.



The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2023-05 with exhibit	Ordinance 2023-05 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	WH Legal except Phase1	WH Legal except Phase1.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 5/26/2023
Approved - 5/30/2023
Approved - 6/7/2023
Approved - 6/8/2023
Final Approval - 6/8/2023

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO WOODHAVEN PLANNED UNIT
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT;
PROVIDING FOR THE REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Fourth Amendment to the Woodhaven Planned Unit Development Master Development Agreement (hereinafter referred to as the "Fourth Amendment"); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Fourth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Fourth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Fourth Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Fourth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Fourth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

Passed and adopted on second and final reading on the day of _____, 2023

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Signed, sealed and delivered
in the presence of:

OWNER:
CC WOODHAVEN, LLC, a Florida
limited liability company
By: CC North Central, LLC, a Florida
limited liability company, its sole member

Witness 1

Print Name of Witness 1

By: _____
Morteza Hosseini-Kargar, President

Witness 2

Date: _____

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by Morteza Hosseini-Kargar, as
President, of CC North Central, LLC, a Florida limited liability company, sole member of CC
Woodhaven, LLC, a Florida limited liability company. He is personally known to me and did not
take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER INVESTMENTS OF PORT
ORANGE, INC, a Florida Corporation

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Morteza Hosseini-Kargar, President

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by Morteza Hosseini-Kargar, as
President, of Pioneer Investments of Port Orange, Inc., a Florida Corporation. He is personally
known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER COMMUNITY
DEVELOPMENT DISTRICT

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by _____,
as _____, of Pioneer Community Development District. He/She is personally
known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

**FOURTH AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT**

This Agreement, is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the “City”) and CC WOODHAVEN, LLC, and PIONEER INVESTMENTS OF PORT ORANGE, INC, (the “Owner/Developer”) and PIONEER COMMUNITY DEVELOPMENT DISTRICT (the “Owners”) whose address is 2379 Beville Road, Daytona Beach, FL 32119, shall constitute the fourth amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) hereinafter referred to as the Third Amendment.

WHEREAS, the City and Stanaki Partnership, a Florida general partnership (the “Prior Owner”) entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled “Stanaki Planned Unit Development Master Development Agreement”, recorded in Official Records Book 4213, Page 1610, Public Records of Volusia County, Florida (the “Original MDA”); and

WHEREAS, the City and Prior Owner entered into the “First Amendment to the Stanaki Planned Unit Development Master Development Agreement” (the “Amended MDA”), recorded in Official Records Books 4794, Page 4301, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the “Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development Agreement and Conceptual Plan” (the “Woodhaven MDA”), recorded in Official Records Books 6939, Page 1453, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the “First Amendment to the Woodhaven Planned Unit Development Master Development Agreement” (the “First Amended Woodhaven MDA”), recorded in Official Records Books 7280, Page 1824, Public Records of Volusia County, Florida; and

WHEREAS, the City, Owners and Owner/Developer entered into the “Second Amendment to the Woodhaven Planned Unit Development Master Development Agreement” (the “Second Amended Woodhaven MDA”), recorded in Official Records Books 7692, Page 4295, Public Records of Volusia County, Florida; and

WHEREAS, the City, Owners and Owner/Developer entered into the “Third Amendment to the Woodhaven Planned Unit Development Master Development Agreement” (the “Second Amended Woodhaven MDA”), recorded in Official Records Book 7891, Page 1571, Public Records of Volusia County, Florida; and

WHEREAS, Owner/Developer is the Property Owner of the subject property consisting of 866 +/- acres of real property located within the municipal limits of the City of Port Orange, Florida, a description of which is attached hereto and incorporated herein as Exhibit “A” (“Property”); and

WHEREAS, the City, Owners, and Owner/Developer agree to amend the Woodhaven MDA Agreement by this Fourth Amendment to address and otherwise clarify those items set forth below; and

WHEREAS, the Property Owner is the owner of the property which is the only property impacted by this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, Owners and Owner/Developer hereby covenant and bind themselves as follows:

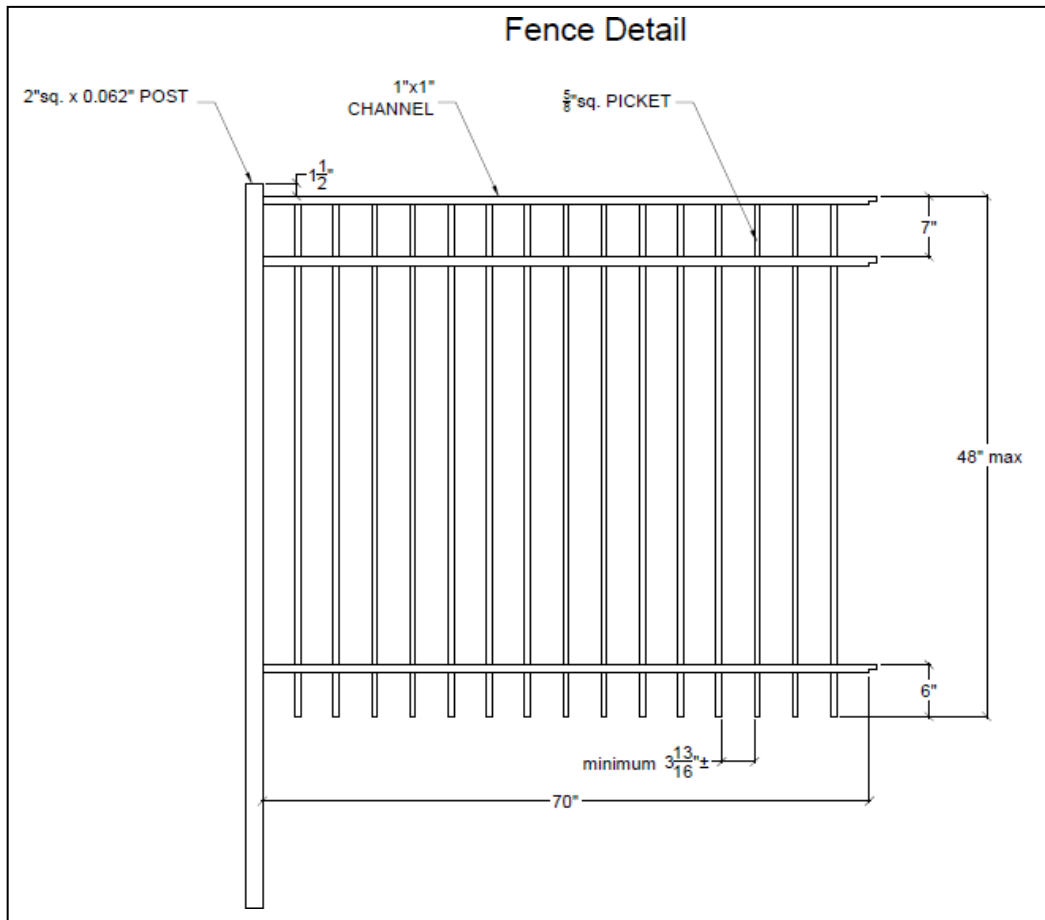
1. The recitals provided above are recognized as true and correct representations and are incorporated herein and form a material part of this Fourth Amendment.
2. This Fourth Amendment complies with the City’s Comprehensive Plan.
3. For purposes of this Fourth Amendment, the words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.
4. Table 2, Residential Site Development Criteria of Paragraph B of Exhibit B to the Woodhaven MDA shall be amended as follows:

Table 2 Residential Site Development Criteria									
Dwelling Type	Minimum Lot Area (sq. feet)	Minimum Lot Width (feet)	Maximum Lot Coverage	Minimum Open Space	Minimum Building Setback (feet)				Maximum Height (feet)
					<u>Front - Uninhabitable space (i.e. porches including roof overhang)</u>	<u>Front-Habitable spaces and garages</u>	Side	Rear	
Single-Family detached	5,000	50	60%	40%	<u>15</u>	20	5	20	35
Two-family	2,900	32	65%	35%	<u>NA</u>	20	5	10	35
Multi-family	1,200 ⁽¹⁾	18 ⁽¹⁾	70%	30%	<u>NA</u>	20	10	10	35

(1) Applies to units with individual lots under fee simple ownership

5. Woodhaven MDA, Exhibit B, Section N, third (3rd) bullet point shall be amended as follows:
 - Only 3-rail picket style fencing with a maximum height of 4 feet above grade

shall be acceptable (see Fence Detail below) in the rear yard outside the extended plane of the side walls of the home, and in no event shall fencing extend into a 5-foot, rear yard irrigation easement;



6. Conformance With Laws: Owners agree that in developing the Woodhaven PUD Property the Owners or the Owners' successors in interest shall be required:
 - a. To develop the Woodhaven PUD Property according to all regulations of the City to the extent those regulations are not inconsistent with this Agreement.
 - b. To be bound by all City codes and ordinances that are not in conflict with the provision of this Agreement.
7. Enforceability: If any provision of this Fourth Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Third Amendment unless the holding so states.
8. Prior Agreements: The provisions of the Third Amendment Woodhaven MDA recorded in Official Records Book 7891, Page 1571, Public Records, Volusia County, Florida; the Second Amended Woodhaven MDA recorded in Official Records Book 7692, Page 4295, Public Records, Volusia County, Florida; the First Amended Woodhaven MDA, recorded

in Official Records Books 7280, Page 1824, Public Records, Volusia County, Florida; and the Woodhaven MDA, recorded in Official Records Books 6939, Page 1453 Public Records, Volusia County, Florida, shall continue in full force and effect. With respect to those matters specifically amended herein, this Fourth Amendment shall govern.

9. Police Power: Nothing contained in this Fourth Amendment shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Third Amendment shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.
10. Effective Date: This Fourth Amendment shall be effective upon recording by the City at the Owners' expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for this Fourth Amendment shall not take place until Owners have provided an executed copy of this Fourth Amendment to the City Clerk addressing all issues discussed prior to the scheduled Second Recording. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, this Fourth Amendment shall be signed by the Mayor and City Clerk and recorded.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed Name

By: _____
Donald O Burnette, Mayor

Printed Name

Printed Name

Attest _____
Robin L. Fenwick, MMC, City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [XX] physical presence or [] online notarization this __ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, MMC, City Clerk, both of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
CC WOODHAVEN, LLC, a Florida
limited liability company
By: CC North Central, LLC, a Florida
limited liability company, its sole member

Witness 1

Print Name of Witness 1

By: _____
Morteza Hosseini-Kargar, President

Date: _____

Witness 2

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by Morteza Hosseini-Kargar, as
President, of CC North Central, LLC, a Florida limited liability company, sole member of CC
Woodhaven, LLC, a Florida limited liability company. He is personally known to me and did not
take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER INVESTMENTS OF PORT
ORANGE, INC, a Florida Corporation

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Morteza Hosseini-Kargar, President

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by Morteza Hosseini-Kargar, as
President, of Pioneer Investments of Port Orange, Inc., a Florida Corporation. He is personally
known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER COMMUNITY
DEVELOPMENT DISTRICT

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [] physical presence or []
online notarization the ____ day of _____, 2023, by _____,
as _____, of Pioneer Community Development District. He/She is personally
known to me and did not take an oath.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 1 of 5)

A PART OF SECTIONS 29, 32 AND 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PART OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 01°21'03" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 8, 384.80 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00°38'02" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 5, A DISTANCE OF 5316.53 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°43'04" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 5281.63 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°25'15" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 29, A DISTANCE OF 1322.31 FEET TO THE NORTH-EAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29; THENCE N 01°24'22"E, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.693 FEET TO A POINT LYING 100 WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 2880, PAGE 0441, THENCE N 23°21'45" W AND PARALLEL TO SAID EASEMENT A DISTANCE OF 32.01 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF N 56°41'11" W AND A CHORD LENGTH OF 1043.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 86°38'52", AN ARC DISTANCE OF 1105.06 FEET TO A POINT THAT IS 100 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, ABOVE DESCRIBED FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 89°59'23" W, PARALLEL TO SAID EASEMENT A DISTANCE OF 249.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 15°14'06", AN ARC DISTANCE OF 159.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 36°19'20", AN ARC DISTANCE OF 443.76 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 68°55'23" W A DISTANCE OF 488.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 800.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 05°58'50", AN ARC DISTANCE OF 82.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE N 15°17'59" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD A DISTANCE OF 436.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1100.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 42°32'50", AN ARC DISTANCE OF 816.85 FEET; THENCE N 27°14'51" W A DISTANCE OF 364.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 31,438.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 01°05'48", AN ARC DISTANCE OF 601.69 FEET, MORE OR LESS, TO THE SOUTH LINE OF SPRUCE CREEK; THENCE ALONG THE SOUTH LINE OF SPRUCE CREEK, IN A GENERALLY NORTHERLY DIRECTION, TO INTERSECT WITH THE NORTH LINE OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°59'01" E ALONG THE NORTH LINE OF SAID SECTION 29 A DISTANCE OF 226.11 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SPRUCE CREEK; THENCE ALONG SPRUCE CREEK, SOUTHERLY AND NORTHERLY, TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (S.R. 9), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79002-2407; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, 870 FEET; MORE OR LESS, TO THE NORTH LINE OF THE SOUTH-EAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 80°

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 2 of 4)

56°07' W, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 828.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°24' 16" E, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 1320.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE N 89°59' 23" E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 1187.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5925.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 04°21'58", AN ARC DISTANCE OF 865.83 FEET TO THE NORTHERLY LINE OF A 50.00 FOOT F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 6, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97 THROUGH 99; THENCE S 66°38'15" W, ALONG SAID HAUL ROAD 301.47 FEET TO THE NORTH LINE OF BORROW PIT NO. 6; THENCE S 89°28'15" W, ALONG THE NORTH LINE OF BORROW PIT NO. 6, 435.33 FEET TO THE WEST LINE OF BORROW PIT NO. 6; THENCE S 00°31'45" E, ALONG THE WEST LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE SOUTH LINE OF BORROW PIT NO. 6; THENCE N 89°28'15" E, ALONG THE SOUTH LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE EAST LINE OF BORROW PIT NO. 6; THENCE N 00°31'45" W, ALONG THE EAST LINE OF BORROW PIT NO. 6, 348.41 FEET; THENCE N 23°21'45" W, 118.55 FEET TO THE SOUTHERLY LINE OF AFORESAID 50.00 FOOT HAUL ROAD; THENCE N 66°38'15" E, ALONG SAID HAUL ROAD, A DISTANCE OF 297.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID POINT LYING IN A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; A CHORD BEARING OF S 11°37'02" E, AN A CHORD LENGTH OF 2817.95 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 14°15'01", AN ARC DISTANCE OF 2825.23 FEET; THENCE S 04°29'32" E, 2954.25 FEET TO THE NORTHERLY LINE OF AN F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 5, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97-99; THENCE S 85°30'28" W, ALONG SAID HAUL ROAD, 322.12 FEET TO THE EAST LINE OF BORROW PIT NO. 5; THENCE N 01°11'32" W, ALONG THE EAST LINE OF BORROW PIT NO. 5, 449.92 FEET TO THE NORTH LINE OF SAID BORROW PIT; THENCE S 88°48'28" W, ALONG THE NORTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE WEST LINE OF SAID BORROW PIT; THENCE S 01°11'32" E, ALONG THE NORTH LINE OF SAID BORROW PIT, 900.00 FEET TO THE SOUTH LINE OF SAID BORROW PIT; THENCE N 88°48'28" E, ALONG THE SOUTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE EAST LINE OF SAID BORROW PIT; THENCE N 01°11'32" W, ALONG THE EAST LINE OF SAID BORROW PIT, 400.00 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED 50.00 FOOT HAUL ROAD; THENCE N 85°30'28" E, ALONG THE SOUTHERLY LINE OF SAID HAUL ROAD, 325.00 FEET TO THE WESTERLY LINE OF INTERSTATE 95; THENCE S 04°29'32" E, ALONG SAID RIGHT-OF-WAY LINE, 1455.88 FEET TO THE NORTHERLY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY, S 84°44'18" W, A DISTANCE OF 125.61 FEET; THENCE S 79°01'40" W, A DISTANCE OF 502.49 FEET; THENCE S 84°44'18" W, A DISTANCE OF 210.19 FEET; THENCE S 06°04'28" E, A DISTANCE OF 20.32 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, S 83°53'59" W, A DISTANCE OF 1170.06 FEET; THENCE S 84°37'22" W, A DISTANCE OF 174.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 795.59 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 13°34'54", AN ARC DISTANCE OF 188.59 FEET; THENCE N 81°47'44" W, A DISTANCE OF 119.32 FEET; THENCE N 80°38'20" W, A DISTANCE OF 696.51 FEET; THENCE N 79°05'49" W, A DISTANCE OF 696.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH:

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 3 of 4)

OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Book: 4
Page: 4

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N 17°11' 56" W ALONG THE NORTHERLY LINE OF PIONEER TRAIL A DISTANCE OF 572.58 FEET; THENCE N 17°22'20" W A DISTANCE OF 435.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 363.92 FEET, A CHORD BEARING OF N 44°32'43" W AND A CHORD LENGTH OF 332.39 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 54°20'47", AN ARC DISTANCE OF 345.19 FEET TO INTERSECT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE N 19°03'29" W, A LONG SAID RIGHT-OF-WAY LINE, 24.67 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, SAID POINT LYING ON A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 431.97 FEET, A CHORD BEARING OF N 82°28'32" W AND A CHORD LENGTH OF 172.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 23°01'57", AN ARC DISTANCE OF 173.65 FEET; THENCE N 03°58'28" W, A DISTANCE OF 10.00 FEET; THENCE S 85°04'48" W, A DISTANCE OF 296.84 FEET; THENCE S 88°53'39" W, A DISTANCE OF 601.33 FEET; THENCE S 85°04'48" W, 124.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9); THENCE N 04°08'45" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5070.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5904.85 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°52'13", AN ARC DISTANCE OF 1944.69 FEET; THENCE N 23°00' 58" W A DISTANCE OF 5325.67 FEET; THENCE N 17°58'25" W, A DISTANCE OF 853.30 FEET; THENCE N 13°59'11" E A DISTANCE OF 502.04 FEET TO THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE S 89°39'50" E, ALONG THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, 684.29 FEET TO THE NORTHEAST CORNER OF THE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°04'58" E, ALONG THE EAST LINE OF THE WEST ONE HALF THE THE SOUTHEAST ONE-QUARTER, 1834.12 FEET; THENCE S 89°37'45" E A DISTANCE OF 1332.18 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE S 00°05' 29" E ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 812.94 FEET TO THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 33 EAST; THENCE S 00° 14'52" E ALONG THE EAST LINE OF SECTION 32 A DISTANCE OF 1304.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE S 89°57'51" E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1324.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°09'18" E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33, A DISTANCE OF 1298.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°16'26" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1306.92 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE N 89°47'25" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 1320.92 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00° 03'41" E ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1307.06 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 2039.28 FEET; THENCE S 89°23'12" W A DISTANCE OF 176.00 FEET; THENCE S 00°58'55" E A DISTANCE OF 578.00 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 89° 23'12" W ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4 A DISTANCE OF 176.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 4 A DISTANCE OF 2624.38 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°42'24" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 1582.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LANDS CONTAINING 1208 ACRES, MORE OR LESS

EXHIBIT "A"

**LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
(Page 4 of 4)**

Less and except the following property now part of the Doris Leeper Spruce Creek Preserve:

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF INTERSTATE HIGHWAY 95:
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 511 FEET THEREOF, OF SAID SECTION 29, TOGETHER WITH THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE EAST LINE OF SAID SECTION 32, S00°34'53"E, 1,304.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, N89°40'17"E, 1,324.49 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, S00°30'04"E, 1,298.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, S00°28'23"E, 1,306.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, N89°25'46"E, 1,321.44 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, S00°25'12"E, 979.77 FEET; THENCE S89°26'15"W, 2,062.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (STATE ROAD 9), SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST, HAVING A RADIUS OF 5,904.65 FEET, A CENTRAL ANGLE OF 13°41'21" AND A CHORD BEARING OF N16°32'46"W; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, 1,410.74 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N23°23'27"W, 5,326.34 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N18°20'54"W, 853.30 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N13°32'28"E, 501.56 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG SAID NORTH LINE, N89°57'32"E, 687.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, S00°26'01"E, 1,833.77 FEET TO THE SOUTH LINE OF THE NORTH 511 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE, S89°59'41"E, 1,332.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE, ALONG SAID EAST LINE, S00°26'50"E, 812.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 225.000 ACRES, MORE OR LESS.

Less and except Woodhaven - Phase 1 plat recorded March 11, 2019, in Plat Book 60 at Page 49-57, inclusive, of the Public Records of Volusia County.



STAFF REPORT

Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development

CASE NO. PRZA-23-0003

REQUEST:	To amend the Master Development Agreement for the Woodhaven Planned Unit Development to establish a front setback for an uninhabitable improvement on a single-family home and clarify an existing requirement about the type and height of fencing allowed on an individual residential lot.
LOCATION:	North of Pioneer Trail, between I-95 and the Cypress Head Subdivision
OWNERS:	CC Woodhaven, LLC; Pioneer Investments of Port Orange, Inc.; and Pioneer Community Development District
APPLICANT:	CC Woodhaven, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-1 (May 25, 2023)
CITY COUNCIL:	June 20, 2023

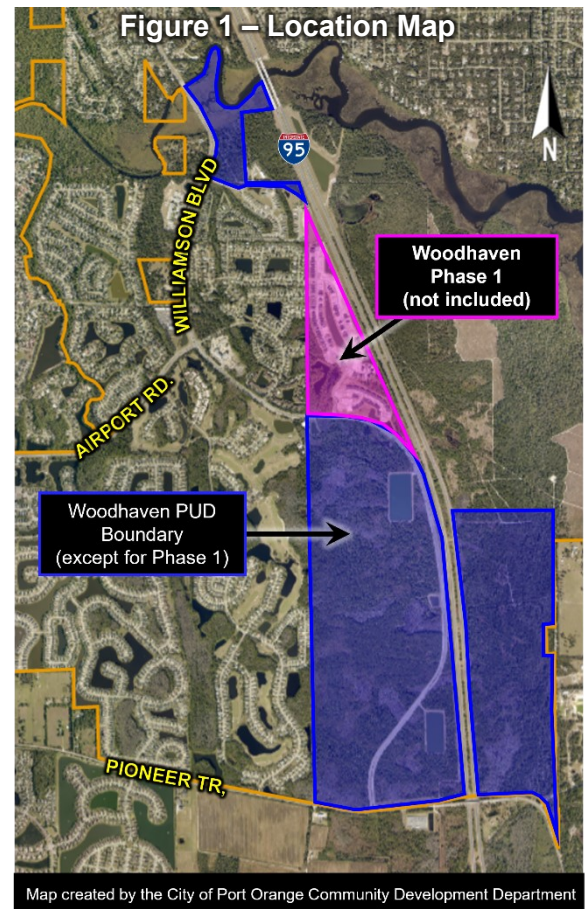
INTRODUCTION

The applicant, CC Woodhaven, LLC, is requesting an amendment to the Master Development Agreement (MDA) for the Woodhaven Planned Unit Development (PUD) to establish a front setback for an uninhabitable improvement (e.g., porches) on a single-family home and clarify an existing requirement in the MDA about the type and height of fencing allowed on an individual residential lot. The proposed amendment does **not include** Phase 1 of the PUD and does **not increase** the number of allowed residential units or commercial square footage in the PUD.

DISCUSSION

The following is an analysis of the applicant's requested changes to the Woodhaven MDA in the proposed amendment.

- 1) Establish a front setback for an uninhabitable improvement (e.g., porches) on a single-family home; and
- 2) Clarify an existing requirement in the MDA about the type and height of fencing allowed on an individual residential lot.



Front Setback for Uninhabitable Improvements

The applicant is requesting to establish a 15-foot front yard setback for uninhabitable improvements/architectural enhancements (e.g., porches) for a single-family home within the PUD, except for the houses constructed in Phase 1. Currently, the original MDA states that a single-family home (uninhabitable and habitable space) is to be set back a minimum of 20 feet from the right-of-way line, including improvements such as a front porch. The Land Development Code (LDC) does allow for a small front entry porch of less than 12 square feet to encroach 3 feet into the front yard; however, the applicant would like to offer a more prominent front porch, greater than a 12 square-foot entry porch, as an option to homebuyers.

Figure 2. Example of front porch on a ICI home set back 15-foot setback from the right-of-way (sidewalk)



According to the applicant, the 15-foot setback for uninhabitable space (e.g., porch) allows more flexibility in the design of their single-family homes to include architectural elements to improve the overall appearance of the home from the right-of-way and neighborhood. The principal structure (habitable area) and garage would still need to be

set back 20 feet from the right-of-way and ensure the required area for parking vehicles in the driveway in front of the garage is provided.

The applicant also states that when homes with uninhabitable/architectural features are laid out on lots in Phase 2 and set back 20 feet from the right-of-way, it reduces the usable rear yard and limits the area that a homeowner has to build outdoor living spaces, such as patios, decks, screen rooms, pools, etc. In addition, based on the grading along the rear of a majority of the lots in Phase 2, allowing for uninhabitable improvements such as porches to be set back 15 feet from the right-of-way will provide sufficient room in the rear yard for homeowners to build patios, decks, screen rooms, a pool, etc. and not need to request variances in the future for these features.

The applicant states that the single-family homes that will be built in Phase 2 will range in size from 1,650 square feet to 3,000+ square feet, and the price range will be between \$459,000 to \$700,000+. According to the applicant, homebuyers in this price range are looking for a home with architectural appeal and a rear yard large enough to support outdoor living space, such as patios, decks, screen rooms, pool, etc. The applicant believes that requiring uninhabitable/ architectural features to extend into the front yard will ensure there is sufficient room in the rear yard to build patios, decks, screen rooms, a pool, etc., and allow homes to be built with architectural enhancements on the front elevation which will improve the aesthetics of the neighborhood.

Figure 3. Examples of front porch designs offered on a ICI home set back 15-foot setback from the right-of-way (sidewalk)

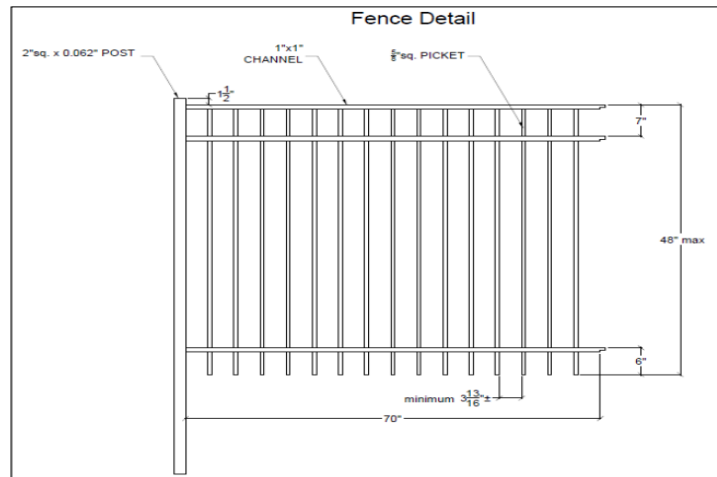


Fences

The proposed amendment further clarifies an existing requirement in the MDA about the type of fence that can be installed on any lot within the PUD except Phase 1. The current MDA states that only a picket-style fence is allowed within a rear yard. The applicant is requesting to modify their fence requirement in the MDA to say that it cannot exceed 4 feet in height, cannot be placed in the 5-foot irrigation easement located along the rear lot line, and the design of the fence is to be consistent with the design determined by ICI.

According to the applicant, the additional requirements are to ensure fences are installed in the rear yard, do not interrupt drainage, maintain aesthetics, and provide consistency with what is required by Homeowner's Association (HOA) regulations for more efficient permitting. The request by the applicant is for the fence requirements in this PUD, except Phase 1, to be more restrictive than the LDC.

Figure 4. Detail of the 4-foot, black, picket-style fence



CONSISTENCY WITH THE COMPREHENSIVE PLAN

The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was approved in 2013. The proposed Fourth Amendment does not change the FLU designation for the property, does not increase the number of allowed residential units or commercial square footage in the PUD, and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 9, 2023. As of the time this agenda item was prepared, staff has not received any phone calls regarding the proposed PUD amendment.

RECOMMENDATION

Staff recommends approval of the Fourth Amendment to the Woodhaven Master Development Agreement, subject to the City Attorney's review of legal form and content.

ATTACHMENT

Exhibit 1 – Fourth Amendment to the Woodhaven Master Development Agreement (See *Ordinance Exhibit*)

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT

(Page 1 of 5)

A PART OF SECTIONS 29, 32 AND 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PART OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 01°21'03" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 8, 384.80 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00°38'02" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 5, A DISTANCE OF 5316.53 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°43'04" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 5281.63 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°25'15" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 29, A DISTANCE OF 1322.31 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29; THENCE N 01°24'22"E, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.693 FEET TO A POINT LYING 100 WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 2980, PAGE 0441, THENCE N 23°21'45" W AND PARALLEL TO SAID EASEMENT A DISTANCE OF 32.01 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF N 56°41'11" W AND A CHORD LENGTH OF 1043.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 66°38'52", AN ARC DISTANCE OF 1105.06 FEET TO A POINT THAT IS 100 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, ABOVE DESCRIBED FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 89°59'23" W, PARALLEL TO SAID EASEMENT A DISTANCE OF 249.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 15°14'06", AN ARC DISTANCE OF 159.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 36°19'20", AN ARC DISTANCE OF 443.76 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 68°55'23" W A DISTANCE OF 488.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 05°58'50", AN ARC DISTANCE OF 82.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE N 15°17'59" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD A DISTANCE OF 436.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1100.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 42°32'50", AN ARC DISTANCE OF 816.85 FEET; THENCE N 27°14'51" W A DISTANCE OF 364.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 31,436.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 01°05'48", AN ARC DISTANCE OF 601.69 FEET, MORE OR LESS, TO THE SOUTH LINE OF SPRUCE CREEK; THENCE ALONG THE SOUTH LINE OF SPRUCE CREEK, IN A GENERALLY NORTHERLY DIRECTION, TO INTERSECT WITH THE NORTH LINE OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°59'01" E ALONG THE NORTH LINE OF SAID SECTION 29 A DISTANCE OF 226.11 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SPRUCE CREEK; THENCE ALONG SPRUCE CREEK, SOUTHERLY AND NORTHERLY, TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (S.R. 9), AS SHOWN OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79002-2407; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, 870 FEET; MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 89°

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT (Page 2 of 4)

56°07' W, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 626.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°24' 16" E, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 1320.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE N 89°59' 23" E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 1187.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5925.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 04°21'58", AN ARC DISTANCE OF 865.83 FEET TO THE NORTHERLY LINE OF A 50.00 FOOT F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 6, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97 THROUGH 99; THENCE S 66°38'15" W, ALONG SAID HAUL ROAD 301.47 FEET TO THE NORTH LINE OF BORROW PIT NO. 6; THENCE S 89°28'15" W, ALONG THE NORTH LINE OF BORROW PIT NO. 6, 435.33 FEET TO THE WEST LINE OF BORROW PIT NO. 6; THENCE S 00°31'45" E, ALONG THE WEST LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE SOUTH LINE OF BORROW PIT NO. 6; THENCE N 89°28'15" E, ALONG THE SOUTH LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE EAST LINE OF BORROW PIT NO. 6; THENCE N 00°31'45" W, ALONG THE EAST LINE OF BORROW PIT NO. 6, 348.41 FEET; THENCE N 23°21'45" W, 118.55 FEET TO THE SOUTHERLY LINE OF AFORESAID 50.00 FOOT HAUL ROAD; THENCE N 66°38'15" E, ALONG SAID HAUL ROAD, A DISTANCE OF 297.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID POINT LYING IN A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; A CHORD BEARING OF S 11°37'02" E, AN A CHORD LENGTH OF 2817.95 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 14°15'01", AN ARC DISTANCE OF 2825.23 FEET; THENCE S 04°29'32" E, 2954.25 FEET TO THE NORTHERLY LINE OF AN F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 5, AS DESCRIBED IN OFFICIAL RECORD BOOK 1897, PAGES 97-99; THENCE S 85°30'28" W, ALONG SAID HAUL ROAD, 322.12 FEET TO THE EAST LINE OF BORROW PIT NO. 5; THENCE N 01°11'32" W, ALONG THE EAST LINE OF BORROW PIT NO. 5, 449.92 FEET TO THE NORTH LINE OF SAID BORROW PIT; THENCE S 88°48'28" W, ALONG THE NORTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE WEST LINE OF SAID BORROW PIT; THENCE S 01°11'32" E, ALONG THE NORTH LINE OF SAID BORROW PIT, 900.00 FEET TO THE SOUTH LINE OF SAID BORROW PIT; THENCE N 88°48'28" E, ALONG THE SOUTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE EAST LINE OF SAID BORROW PIT; THENCE N 01°11'32" W, ALONG THE EAST LINE OF SAID BORROW PIT, 400.00 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED 50.00 FOOT HAUL ROAD; THENCE N 85°30'28" E, ALONG THE SOUTHERLY LINE OF SAID HAUL ROAD, 325.00 FEET TO THE WESTERLY LINE OF INTERSTATE 95; THENCE S 04°29'32" E, ALONG SAID RIGHT-OF-WAY LINE, 1455.88 FEET TO THE NORTHERLY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY, S 84°44'18" W, A DISTANCE OF 125.61 FEET; THENCE S 79°01'40" W, A DISTANCE OF 502.49 FEET; THENCE S 84°44'18" W, A DISTANCE OF 210.19 FEET; THENCE S 08°04'28" E, A DISTANCE OF 20.32 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, S 83°53'59" W, A DISTANCE OF 1170.08 FEET; THENCE S 84°37'22" W, A DISTANCE OF 174.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 795.59 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 13°34'54", AN ARC DISTANCE OF 188.59 FEET; THENCE N 81°47'44" W, A DISTANCE OF 119.32 FEET; THENCE N 80°38'20" W, A DISTANCE OF 696.51 FEET; THENCE N 79°05'49" W, A DISTANCE OF 696.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH:

EXHIBIT "A"

LEGAL DESCRIPTION WOODHAVEN PLANNED UNIT DEVELOPMENT

(Page 3 of 4)

OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Book: 4
Page: 4

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N 17°11' 56" W ALONG THE NORTHERLY LINE OF PIONEER TRAIL A DISTANCE OF 572.58 FEET; THENCE N 17°22'20" W A DISTANCE OF 435.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 363.92 FEET, A CHORD BEARING OF N 44°32'43" W AND A CHORD LENGTH OF 332.39 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 54°20'47", AN ARC DISTANCE OF 345.19 FEET TO INTERSECT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE N 19°03'29" W, ALONG SAID RIGHT-OF-WAY LINE, 24.67 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, SAID POINT LYING ON A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 431.97 FEET, A CHORD BEARING OF N 82°28'32" W AND A CHORD LENGTH OF 172.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 23°01'57", AN ARC DISTANCE OF 173.65 FEET; THENCE N 03°58'28" W, A DISTANCE OF 10.00 FEET; THENCE S 85°04'48" W, A DISTANCE OF 295.84 FEET; THENCE S 88°53'39" W, A DISTANCE OF 601.33 FEET; THENCE S 85°04'48" W, 124.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9); THENCE N 04°08'45" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5070.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5904.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°52'13", AN ARC DISTANCE OF 1944.69 FEET; THENCE N 23°00' 58" W A DISTANCE OF 5325.67 FEET; THENCE N 17°58'25" W, A DISTANCE OF 853.30 FEET; THENCE N 13°59'11" E A DISTANCE OF 502.04 FEET TO THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°39'50" E, ALONG THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, 684.29 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°04'58" E, ALONG THE EAST LINE OF THE WEST ONE HALF THE THE SOUTHEAST ONE-QUARTER, 1834.12 FEET; THENCE S 89°37'45" E A DISTANCE OF 1332.18 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE S 00°05' 29" E ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 812.94 FEET TO THE NORTH-EAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 00° 14'52" E ALONG THE EAST LINE OF SECTION 32 A DISTANCE OF 1304.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE S 89°57'51" E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1324.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°09'18" E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1298.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°16'26" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1306.92 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE N 89°47'25" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 1320.92 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00° 03'41" E ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1307.06 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 2039.28 FEET; THENCE S 89°23'12" W A DISTANCE OF 176.00 FEET; THENCE S 00°58'55" E A DISTANCE OF 578.00 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 89° 23'12" W ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4 A DISTANCE OF 176.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE SOUTHWEST ONE QUARTER OF SECTION 4 A DISTANCE OF 2624.38 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°42'24" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 1582.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LANDS CONTAINING 1208 ACRES, MORE OR LESS

EXHIBIT "A"
LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
(Page 4 of 4)

Less and except the following property now part of the Doris Leeper Spruce Creek Preserve:

OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG SAID NORTH LINE, N89°57'32"E, 687.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, S00°26'01"E, 1,833.77 FEET TO THE SOUTH LINE OF THE NORTH 511 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE, S89°59'41"E, 1,332.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE, ALONG SAID EAST LINE, S00°26'50"E, 812.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 225.000 ACRES, MORE OR LESS.

Less and except Woodhaven - Phase 1 plat recorded March 11, 2019, in Plat Book 60 at Page 49-57, inclusive, of the Public Records of Volusia County.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (F14) First Reading - Ordinance No. 2023-06 - Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development (Case No. PRZA-23-0002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-06, Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: PLANNING COMMISSION ACTION (5/25/23): Recommended Approval (5-0, 1 Abstaining)

The subject property is zoned Planned Commercial Development (PCD) and is Lot #2 of the Southwinds Center PCD. In 2008, Lot 2 was developed with a commercial multi-tenant building with seven (7) tenant spaces in accordance with all site development requirements in the Land Development Code (LDC) and the Southwinds Center Master Development Agreement (MDA). The applicant, Shoppes at Southwinds, LLC, is requesting an amendment to the Southwinds Center MDA to add uses allowed in the Community Commercial (CC) zoning district, as allowed uses on Lot 2 of the PCD, except the convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and no more than one (1) restaurant with a drive-thru.



Map created by the City of Port Orange Community Development Department



The applicant recently spoke to staff about a potential beauty salon tenant in the multi-tenant building on Lot 2. According to the LDC, a beauty salon is a “personal service” use and is not listed as an allowed use in the Southwinds Center MDA, although other community-scale commercial uses commonly found in a commercial multi-tenant building are listed. Therefore, the applicant is proposing to amend the MDA to expand the uses allowed on Lot 2 to include “personal service” along with other uses typically found in a commercial multi-tenant building in Port Orange. A few examples of other multi-tenant buildings developed under the Community Commercial (CC) zoning district include Gulfstream Village (4637 Clyde Morris Blvd.), Ravenwood Square (4606 Clyde Morris Blvd.), Tuscan Village Shoppes (3510 Nova Rd.), and the Regal Center (3780 Nova Rd.).

During the 1980s and 1990s, several commercial properties were zoned PCD, and the allowed uses listed in the MDAs were based on specific development proposed at that time. When older MDAs list a limited number of uses or specific uses, some of the uses can become outdated (e.g. video rental store), and the list of allowed uses is not able to adapt to changes in the economy, technology, and trends. Therefore, referencing the uses in an existing city conventional zoning category as the allowed uses for a PCD provides flexibility in the mixture of uses that can be established and for the list of allowed uses to adapt to changes in the economy and technology through periodic updates to the LDC.

The subject property has a *Commercial* Future Land Use (FLU) designation, and if developed under conventional zoning, the Community Commercial (CC) zoning would be applied. The CC zoning district permits typical community-scale commercial uses commonly found at commercial multi-tenant buildings and outparcels of this type, such as retail stores, restaurants with or without a drive-thru, personal services (hair salons, barber shops, nail salons, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, childcare centers, banks, and similar uses. The proposed amendment would add most of the uses allowed in the CC zoning district, except for convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and limit only one restaurant with a drive-thru, to the list of allowed uses for Lot 2. This amendment to update the list of allowed uses on Lot 2 is an effort to encourage the ongoing viability of this existing commercial property and provide a community-scale commercial development with a mixture of tenants to serve the surrounding area.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2023-06 with exhibit	Ordinance 2023-06 with exhibit.pdf
2.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz
Tim Burman

Created/Initiated - 5/26/2023
Approved - 5/26/2023

Shannon Balmer

Approved - 6/7/2023

Wayne Clark

Approved - 6/8/2023

Tracee Cody

Final Approval - 6/8/2023

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO SECOND AMENDMENT TO THE
AMENDED AND RESTATED MASTER DEVELOPMENT
AGREEMENT FOR SOUTHWINDS CENTER PLANNED
COMMERCIAL DEVELOPMENT; PROVIDING FOR THE
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Second Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Second Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Second Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

Passed and adopted on second and final reading on the day of _____, 2023

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

Document Prepared By:
Lloyd G. Barnard, JR.
Shoppes at Southwinds II LLC
809 Highpoint Drive
Port Orange, FL 32127

SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR SOUTHWINDS CENTER PLANNED COMMERCIAL DEVELOPMENT

This Second Amendment to the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development ("Agreement") is made and entered into by and between the City of Port Orange, a chartered municipal corporation located in Volusia County, Florida ("City"), whose address is 1000 City Center Circle, Port Orange, Florida 32129, and Shoppes at Southwinds II LLC ("Owner"), whose address is 809 Highpoint Drive, Port Orange, FL 32127.

WHEREAS, the City, and Samuel Oroshnik, David J. Oroshnik and Judith E. Oroshnik, as Trustees of the Port Orange Venture Trust ("Prior Owners"), under Agreement dated September 28, 2000, previously entered into the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development recorded at Official Record Book 5135, page 4535, Public Records of Volusia County, Florida ("MDA") which agreement is a covenant that binds all persons, firms or corporations that may become a subsequent owner or successor in interest, directly or indirectly of any portion of the property subject thereto; and

WHEREAS, the City and Owner entered into the First Amendment to the Amended and Restated Master Development Agreement for Southwinds Center Planned Commercial Development recorded at Official Record Book 6142, page 3617, Public Records of Volusia County, Florida ("First Amendment"); and

WHEREAS, the Owner is the record title owner of Lot 2 as depicted on the First Amendment and more particularly described in Exhibit "A" ("Lot 2"), which is the only property impacted by this Agreement; and

WHEREAS, the Owner consents to this Agreement whereby Lot 2 will be bound by all terms and conditions of this Agreement henceforth; and

WHEREAS, the City and Owner wish to further amend the MDA as it applies to Lot 2 for the purposes as set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to and with the intent to be legally bound and to bind their successors and assigns do hereby as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. Section 5 of the MDA, **Permitted Use**., is hereby amended as follows [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]:

Section 5. Permitted Use:

~~The two lots~~ Lot 1 may be used for a drug store/pharmacy with drive-thru lanes, general retail sales and services, grocery stores, video rental stores, restaurants (without drive-thru lanes), shopping center, child care facility, financial facility (bank, savings and loan, credit union, etc.) with drive-thru lanes, furniture or appliance store, offices (medical or professional), or a laundry/dry cleaning (pick-up station only).

Lot 2 may be used for all permitted uses and permitted uses with special development requirements in the Community Commercial (CC) zoning district, except for convenience stores with or without fuel operations, fleet-based services, and motor vehicle service stations, and except that only one restaurant with a drive-thru shall be permitted.

3. This Agreement shall be effective as of the date it is executed by all parties.

4. This Agreement shall be recorded in the public records of Volusia County, Florida, at the Owner's expense.

5. The MDA, as previously enacted and amended by the First Amendment thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Agreement.

[THE BALANCE OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below:

Signed, sealed and delivered
In the presence of:

CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

Witness 1:

By: _____
Donald O. Burnette, Mayor

Print Name of Witness 1

Witness 2:

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

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or **[]** online notarization this ____ day of _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

**Signed, sealed and delivered
In the presence of:**

PROPERTY OWNER:
Shoppes at Southwinds II LLC,
a Florida limited liability company

Witness 1:

By: _____
Lloyd G. Barnard, JR, Manager

Print Name of Witness 1

Witness 2:

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this ____ day of _____, 2023 by Lloyd G. Barnard, JR, Manager of Shoppes at Southwinds II LLC, a Florida Limited Liability Company. He is ____ personally known to me or ____ produced _____ as identification and did not take an oath.

Notary Public
Commission No: _____

EXHIBIT "A"

A portion of Lots 9 and 10, Bennetts South Daytona Subdivision, Map Book 6, page 11, Public Records of Volusia County, Florida, described as follows: Begin at the intersection of the Easterly right-of-way line of Clyde Morris Boulevard, a 100 foot right-of-way, with the South right-of-way line of Southwinds Drive, an 80 foot right-of-way, as shown on the plat of Southwinds P.U.D., Phase II, recorded in Map Book 39, pages 67 and 68, Public Records of Volusia County, Florida; from the Point of Beginning, run along the boundary of said Southwinds P.U.D. the following courses and distances: From the P.C. of a curve, concave Southeasterly, having a radius of 25.00 feet and a central angle of 90° 00' 00"; thence run Easterly along the arc of said curve a distance of 39.27 feet; thence South 88° 54' 57" East, a distance of 266.50 feet to the P.C. of a curve, concave Southwesterly, having a radius of 25.00 feet and a central angle of 83° 28' 49"; thence run Southerly along the arc of said curve, a distance of 36.43 feet to the P.R.C. of a curve, concave Westerly, having a radius of 350.00 feet and a central angle of 43° 21' 47"; thence run Southerly along the arc of said curve, a distance of 264.89 feet to P.R.C. of a curve, concave Westerly having a radius of 25.00 feet and a central angle of 48° 37' 53"; thence run Southerly along the arc of said curve 21.22 feet; thence South 00° 10' 02" East, a distance of 251.06 feet along the Westerly right-of-way line of Tradewinds Lane as shown on the plat of said Southwinds P.U.D.; thence departing the boundary of said Southwinds P.U.D., Phase II, run South 89° 49' 58" West, a distance of 453.03 feet to the Easterly right-of-way line of Clyde Morris Boulevard, a 100 foot right-of-way, thence North 01° 05' 03" East along said right-of-way, a distance of 504.54 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of Lots 9 and 10, Bennetts South Daytona Subdivision, Map Book 6, Page 11, Public Records of Volusia County, Florida, described as follows:

Commence at the intersection of the Easterly right of way line of Clyde Morris Boulevard, a 100 foot right of way with the South right of way line of Southwinds P.U.D., Phase II, recorded in Map Book 39, Pages 67 and 68, Public Records of Volusia County, Florida; from the point of commencement, run along the boundary of said Southwinds P.U.D. the following courses and distances: From the P.C. of a curve, concave Southeasterly, having a radius of 25.00 feet and a central angle of 90° 00'00"; thence run Easterly along the arc of said curve, a distance of 39.27 feet; thence South 88° 54'57" East, a distance of 266.50 feet to the P.C. of a curve, concave Southwesterly, having a radius of 25.00 feet and a central angle of 83° 28'49"; thence run Southerly along the arc of said curve, a distance of 36.43 feet to the P.R.C. of a curve, concave Westerly, having a radius of 350.00 feet and a central angle of 37° 55'44"; thence run Southerly along the arc of said curve, a distance of 231.69 feet for the Point of Beginning; thence continue along the arc of said curve with a radius of 350.00 feet, through a central angle of 05° 26'03", a distance of 33.19 feet to the P.R.C. of a curve concave Westerly having a radius of 25.00 feet and a central angle of 48° 37'53"; thence run Southerly along the arc of said curve, 21.22 feet; thence South 00° 10'02" East, a distance of 251.06 feet along the Westerly right of way line of Tradewinds Lane as shown on the plat of said Southwinds P.U.D.; thence departing the boundary of said Southwinds P.U.D., Phase II, run South 89° 49'58" West, a distance of 453.03 feet to the Easterly right of way line of Clyde Morris Boulevard, a 100 foot right of way; thence North 01° 05'03" East along said right of way, a distance of 292.97 feet; thence North 89° 49'54" East departing said East right of way line, 414.32 feet to the Point of Beginning.



STAFF REPORT

Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development

CASE NO. PRZA-23-0002

REQUEST:	To amend the Master Development Agreement for the Southwinds Center Planned Commercial Development to add the allowed uses in the Community Commercial Zoning District as allowed uses on Lot 2 of the PCD, except the convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and no more than one restaurant with a drive-thru.
LOCATION:	3751 S. Clyde Morris Boulevard (Figure 1)
OWNER/APPLICANT:	Shoppes at Southwinds II, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0, 1 Abstaining (May 25, 2023)
CITY COUNCIL:	June 20, 2023

INTRODUCTION

The subject property is zoned Planned Commercial Development (PCD) and is Lot #2 of the Southwinds Center PCD (Figure 1). In 2008, Lot 2 was developed with a commercial multi-tenant building (Figure 1) with seven (7) tenant spaces in accordance with all site development requirements in the Land Development Code (LDC) and the Southwinds Center Master Development Agreement (MDA). The applicant, Shoppes at Southwinds, LLC, is requesting an amendment to the Southwinds Center MDA to add uses allowed in the Community Commercial (CC) zoning district, as allowed uses on Lot 2 of the PCD, except the convenience store with or without fuel operation, fleet-based service, and motor vehicle service station uses, and no more than one (1) restaurant with a drive-thru.

Figure 1. Location Map of Lot #2 and Picture of Multi-Tenant Building on Lot #2



Map created by the City of Port Orange Community Development Department

DISCUSSION

The applicant recently spoke to staff about a beauty salon as a potential tenant in the multi-tenant building on Lot 2. According to the LDC, a beauty salon is a “personal service” use and is not listed as an allowed use in the Southwinds Center MDA, although other community-scale commercial uses commonly found in a commercial multi-tenant building are listed. Therefore, the applicant is proposing to amend the MDA to expand the uses allowed on Lot 2 to include “personal service” along with other uses typically found in a commercial multi-tenant building in Port Orange. A few examples of other multi-tenant buildings developed under the Community Commercial (CC) zoning include Gulfstream Village (4637 Clyde Morris Blvd.), Ravenwood Square (4606 Clyde Morris Blvd.), Tuscan Village Shoppes (3510 Nova Rd.), and the Regal Center (3780 Nova Rd.).

During the 1980s and 1990s, several commercial properties were zoned PCD, and the allowed uses listed in the MDAs were based on specific development proposed at that time. When older MDAs list a limited number of uses or specific uses, some of the uses can become outdated (e.g. video rental store), and the list of allowed uses is not able to adapt to changes in the economy, technology, and trends. Therefore, referencing the uses in an existing city conventional zoning category as the allowed uses for a PCD provides flexibility in the mixture of uses that can be established and for the list of allowed uses to adapt to changes in the economy and technology through periodic updates to the LDC. Below is the current list of allowed uses in the Southwinds Center MDA for Lot 2 and Exhibit 1 provides the list of uses that would be allowed on Lot 2 if the Second Amendment is approved.

Uses Currently Allowed on Lot 2 of the Southwinds Center PCD

- Drug store/pharmacy with drive-thru lanes,
- General retail sales and services,
- Grocery stores,
- Video rental stores,
- Restaurants (without drive-thru lanes),
- Shopping center,
- Childcare facility,
- Financial facility (bank, savings and loan, credit union, etc.) with drive-thru lanes,
- Furniture or appliance store,
- Offices (medical or professional), or
- Laundry/dry cleaning (pick-up station only).

The subject property has a *Commercial* Future Land Use (FLU) designation, and if developed under conventional zoning, the Community Commercial (CC) zoning would be applied. The CC zoning district permits typical community-scale commercial uses commonly found at commercial multi-tenant buildings and outparcels of this type, such as retail stores, restaurants with or without a drive-thru, personal services (hair salons, barber shops, nail salons, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, childcare centers, banks, and similar uses. The proposed amendment would add most of the uses allowed in the CC zoning district, except for convenience store with or

without fuel operation, fleet-based service, and motor vehicle service station uses, and limit only one restaurant with a drive-thru, to the list of allowed uses for Lot 2. This amendment to update the list of allowed uses on Lot 2 is an effort to encourage the ongoing viability of this existing commercial property and provide a community-scale commercial development with a mixture of tenants to serve the surrounding area.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use Map. The proposed Community Commercial (CC) zoning designation is consistent with the *Commercial* FLU designation. The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was originally approved in 1998 and when it was Restated in 2003. The proposed Second Amendment does not change the FLU designation for the property, and the proposed uses being added to the list of permitted uses on Lot 2 of the PCD are consistent with the existing FLU designation of the property.

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 10, 2023. As of the time this agenda item was prepared, staff has received one email and one call requesting general information regarding the proposed amendment Southwinds Center MDA.

RECOMMENDATION

Staff recommends approval of the Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development, subject to the City Attorney's review of legal form and content.

ATTACHMENTS

- Exhibit 1 - Allowed uses in the Community Commercial (CC) Zoning District
- Exhibit 2 - The Second Amendment to the to the Master Development Agreement for the Southwinds Center Planned Commercial Development (See *Ordinance Exhibit*)

Exhibit 1

Highlights identify uses currently allowed in MDA.

Land Development Code, Chapter 17, Section 21: - Community Commercial (CC) District.

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Banks.
- (4) Business services.
- (5) Clubs, lodges, and fraternal organizations.
- (6) Convenience stores with or without fuel operations. [*Not permitted in proposed MDA Amendment.*]
- (7) Financial services.
- (8) Fleet-based services. [*Not permitted in proposed MDA Amendment.*]
- (9) Funeral homes.
- (10) Furniture and appliance stores.
- (11) Health/exercise clubs.
- (12) Medical offices/clinics.
- (13) Motor vehicle service stations. [*Not permitted in proposed MDA Amendment.*]
- (14) Offices.
- (15) Office supplies.
- (16) Personal services.
- (17) Restaurants. [*Limited to only one with a drive-thru in proposed MDA*]
- (18) Retail home building materials.
- (19) Retail nurseries and garden supplies.
- (20) Retail sales and services.
- (21) Veterinary clinics.

Permitted uses with special development requirements.

- (1) Athletic/sports facilities (subsection 2).
- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Craft food and beverage producer (subsection 5.15).
- (5) Community gardens (subsection 5.1).
- (6) Microbrewery (subsection 9.57).
- (7) Theaters (subsection 17).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (F15) Approval of the Development Order Modification for the Final Plat for Phase 2 of the Woodhaven Subdivision (Case No. SUBD-23-0003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Development Order Modification for the Final Plat for Phase 2 of the Woodhaven Subdivision and authorize Mayor and City Clerk to execute said plat for recording.

SUMMARY: PLANNING COMMISSION ACTION (5/25/23): Recommended Approval (6-0)

In March 2022, the City Council approved the Final Plat and Plans for Phase 2 of the Woodhaven Subdivision. Phase 2 consists of 175 single-family lots and 100 townhome lots, along with associated subdivision infrastructure improvements (streets, sidewalks, utilities, stormwater, and landscaping). To date, all roadways and utilities have been constructed and grading of the lots and drainage ponds has been completed. The developer is currently working on the installation of traffic and street signs, sidewalks in common areas, sewer lift stations, and irrigation systems, and the installation of landscaping and sod in common areas and anticipates completing the subdivision improvements this summer.

As the applicant began to prepare building permits for homes in Phase 2, a discrepancy in Plat Notes 30.1, 30.2, and 30.3 and the Woodhaven Master Development Agreement (MDA) were identified. The structure setbacks listed on the approved plat were to prevent structures from being built within an easement area or adjacent to a common area with an easement. Specifically, the 25-foot structure rear setback in Note 30.2 is not consistent with any requirement in the MDA, LDC, or width of required rear yard easements, and the lots currently with the 25-foot structure setback should have originally been required to have a 20-foot structure setback. The proposed modification to the approved Final Plat notes will make the rear-yard setback restriction on the single-family lots in Phase 2 consistent with the approved Woodhaven MDA and LDC, and rear-yard easements on the plat.

- 1) Plat Note 30.2 on the approved plat has been removed and the lot numbers listed in the former Plat Note 30.2 have been added to the Plat Note 30.1 to be consistent with the 20-foot rear building setback in the MDA.
- 2) Plat Note 30.3 was renumbered as Plat Note 30.2.

3) On Plat Notes 30.1 and 30.2 the word “fence” was removed from the list of structures that could not be built in either a 20-foot or 30-foot setback.

Staff has reviewed the proposed modifications for compliance with the LDC and the Woodhaven MDA and verified that **no** additional lots are being created or previously approved lots being modified, and public facilities and services are currently available to serve the proposed residential lots.

According to the Land Development Code, minor changes to a plat that has not been recorded must be reviewed through the same process as the original review of the plat. Therefore, the proposed minor changes to the plat notes require review by the Planning Commission and review and approval by City Council before the Plat can be recorded. The revised notes on the Final Plat are consistent with the requirements in the LDC and the MDA for the Woodhaven Planned Unit Development. 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 LDC and MDA.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	STAFF REPORT	STAFF REPORT.pdf
2.	EXHIBIT 2 - PLAT-WOODHAVEN PHASE 2-REVISED	PLAT-WOODHAVEN PHASE 2-REVISED (1).pdf
3.	EXHIBIT 3 - PREVIOUSLY APPROVED (MARCH 2022) PLAT-WOODHAVEN PHASE 2	EXHIBIT 2 - PLAT-WOODHAVEN PHASE 2-REVISED.pdf

Penelope Cruz	Created/Initiated - 5/26/2023
Tim Burman	Approved - 5/26/2023
Shannon Balmer	Approved - 6/7/2023
Wayne Clark	Approved - 6/8/2023
Tracee Cody	Final Approval - 6/8/2023



STAFF REPORT

DEVELOPMENT ORDER MODIFICATION FOR THE FINAL PLAT FOR PHASE 2 OF THE WOODHAVEN SUBDIVISION

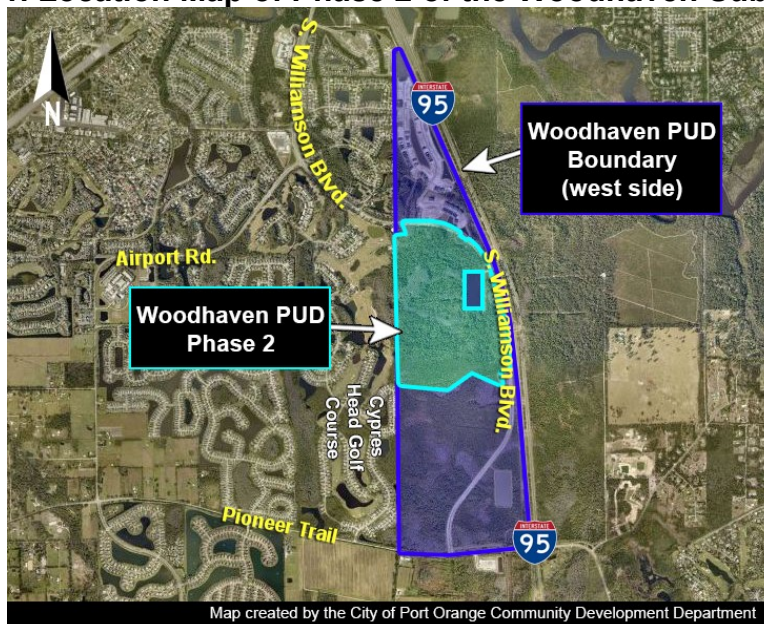
CASE NO. SUBD-23-0003

REQUEST:	To modify the plat notes for rear setbacks on the approved Final Plat for Phase 2 of the Woodhaven Subdivision
LOCATION:	South and west of Williamson Boulevard, west of I-95 (see Figure 1)
OWNER/APPLICANT:	CC Woodhaven, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (May 25, 2023)
CITY COUNCIL:	June 20, 2023

DISCUSSION

The subject property is located south and west of Williamson Boulevard, between I-95 and the Cypress Head subdivision. In March 2022, the City Council approved the Final Plat and Plans for Phase 2 of the Woodhaven Subdivision. Phase 2 consists of 175 single-family lots and 100 townhome lots, along with associated subdivision infrastructure improvements (streets, sidewalks, utilities, stormwater, and landscaping). To date, all roadways and utilities have been constructed and grading of the lots and drainage ponds has been completed. The developer is currently working on the installation of traffic and street signs, sidewalks in common areas, sewer lift stations, and irrigation systems, and the installation of landscaping and sod in common areas and anticipates completing the subdivision improvements this summer.

Figure 1. Location Map of Phase 2 of the Woodhaven Subdivision



Map created by the City of Port Orange Community Development Department

According to the Land Development Code, minor changes to a plat that has not been recorded must be reviewed through the same process as the original review of the plat. Therefore, the proposed minor changes to the plat notes require review by the Planning Commission and review and approval by City Council before the Plat can be recorded. The revised notes on the Final Plat are consistent with the requirements in the Land Development Code (LDC) and the Master Development Agreement (MDA) for the Woodhaven Planned Unit Development.

As the applicant began to prepare building permits for homes in Phase 2, a discrepancy in Plat Notes 30.1, 30.2, and 30.3 and the Woodhaven Master Development Agreement was identified. The structure setbacks listed in the approved plat were to ensure structures were not built within an easement area or adjacent to a common area with an easement. Specifically, the 25-foot structure setback in Note 30.2 is not consistent with any requirement in the MDA, LDC, or width of required rear yard easements, and the lots currently with the 25-foot structure setback should have originally been required to have a 20-foot structure setback. The proposed modification to the approved Final Plat notes will make the rear-yard restrictions on the single-family lots in Phase 2 consistent with the approved Woodhaven MDA and LDC, and rear-yard easements on the plat.

- 1) Plat Note 30.2 on the approved plat has been removed and the lot numbers listed in the former Plat Note 30.2 have been added to the Plat Note 30.1 to be consistent with the 20-foot rear building setback in the MDA.
- 2) Plat Note 30.3 was renumbered as Plat Note 30.2.
- 3) On Plat Notes 30.1 and 30.2 the word “fence” was removed from the list of structures that could not be built in either a 20-foot or 30-foot setback.

Staff has reviewed the proposed modifications for compliance with the LDC and the Woodhaven MDA and verified that no additional lots are being created or previously approved lots being modified, and public facilities and services are currently available to serve the proposed residential lots.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is primarily designated *Rural Transition* (0-2 units/acre), with some areas being designated *Conservation* and *Suburban Residential* (2-4 units/acre) on the City’s Future Land Use (FLU) Map. The previously approved Subdivision Final Plat and Plans for Phase 2 of Woodhaven Subdivision were found to be consistent with the City’s Comprehensive Plan when it was approved. The proposed Development Order Modification to the Phase 2 Plat Note does not change the FLU designation for the property and is consistent with the general intent of the Comprehensive Plan.

RECOMMENDATION

Approval of the proposed modification to Plat Notes 30.1, 30.2, and 30.3 on the Final Plat for Phase 2 of the Woodhaven Subdivision approved by City Council in 2022.

ATTACHMENTS

Exhibit 1 – Original and Proposed Plat Note 30.1, 30.2, and 30.3

Exhibit 2 – Revised Plat for Woodhaven Phase 2

Exhibit 3 – Previously Approved Plat for Woodhaven Phase 2 (March 2022)

EXHIBIT 1

Original Plat Note 30:

30. REAR SETBACKS:

- 30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
- 30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
- 30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

Revised Plat Note 30:

30. REAR SETBACKS:

- 30.1 THERE SHALL BE A MINIMUM REAR SETBACK OF EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENTS OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR **20 FEET**, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THOUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
- 30.2 THERE SHALL BE A MINIMUM REAR SETBACK OF EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENTS OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR **30 FEET**, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

WOODHAVEN - PHASE 2

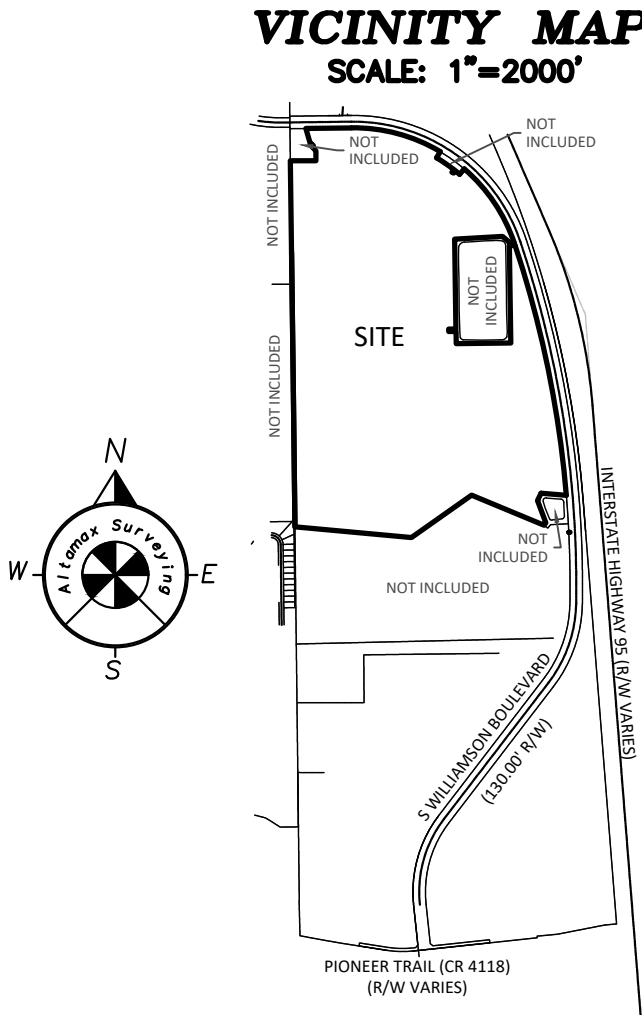
LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST IN VOLUSIA COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; RUN THENCE S00°44'12"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2552.80 FEET TO THE NORTHWEST CORNER OF PARCEL 701 OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD PER OFFICIAL RECORDS BOOK, 7186, PAGE 4520, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°15'48"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 166.08 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 701 FOR A POINT OF BEGINNING; THENCE CONTINUE N89°15'48"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 473.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1767.00 FEET, A CHORD BEARING S75°01'07"E AND CHORD DISTANCE OF 957.39 FEET; RUN THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH CENTRAL ANGLE OF 31°26'12", A DISTANCE 969.51 FEET TO THE NORTHERLY MOST CORNER OF PARCEL 702 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE BOUNDARIES OF SAID PARCEL 702: 1) S30°42'00"W, A DISTANCE OF 75.00 FEET TO A CURVE, NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1692.00 FEET, A CHORD BEARING OF S55°35'13"E AND CHORD DISTANCE OF 219.15 FEET; 2) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°25'34", A DISTANCE OF 219.30 FEET; 3) S38°33'48"W, A DISTANCE OF 32.58 FEET; 4) S64°39'24"E, A DISTANCE OF 20.54 FEET; 5) N38°33'48"E, A DISTANCE OF 27.92 FEET TO A CURVE, NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1692.00 FEET, A CHORD BEARING OF S50°14'39"E AND A CHORD DISTANCE OF 56.25 FEET; 6) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'17", A DISTANCE OF 56.25 FEET; 7) N40°42'29"E, A DISTANCE OF 75.00 FEET TO A POINT ON A CURVE, NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1767.00 FEET, A CHORD BEARING OF S33°59'24"E AND CHORD DISTANCE OF 932.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 30°36'16", A DISTANCE OF 943.84 FEET TO A NORTHEASTERLY CORNER OF PARCEL 703 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG THE BOUNDARIES OF SAID PARCEL 703: 1) S80°29'08"W, A DISTANCE OF 52.40 FEET; 2) N00°49'59"W, A DISTANCE OF 19.01 FEET; 3) N49°21'54"W, A DISTANCE OF 93.01 FEET; 4) S86°46'41"W, A DISTANCE OF 499.22 FEET; 5) S00°49'59"E, A DISTANCE OF 936.93 FEET; 6) S89°10'01"W, A DISTANCE OF 75.76 FEET; 7) S00°49'59"E, A DISTANCE OF 75.76 FEET; 8) N89°10'01"E, A DISTANCE OF 75.76 FEET; 9) S00°49'59"E, A DISTANCE OF 127.99 FEET; 10) N89°10'01"E, A DISTANCE OF 568.49 FEET; 11) N00°49'59"W, A DISTANCE OF 1009.90 FEET; 12) N80°29'08"E, A DISTANCE OF 58.61 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, BEING A POINT ON A CURVE NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 11189.30 FEET, A CHORD BEARING OF S11°36'42"E AND CHORD DISTANCE OF 2660.34 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 13°39'17", A DISTANCE OF 2666.64 FEET, TO THE NORTHEAST CORNER OF PARCEL 704 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARIES OF SAID PARCEL 704: 1) N85°25'24"W, A DISTANCE OF 264.98 FEET; 2) S24°41'51"W, A DISTANCE OF 84.70 FEET; 3) S20°31'54"E, A DISTANCE OF 247.12 FEET; 4) S38°15'40"W, A DISTANCE OF 31.68 FEET; THENCE N67°28'04"W, A DISTANCE OF 816.76 FEET; THENCE S54°49'56"W, A DISTANCE OF 765.62 FEET; THENCE RUN N84°46'12"W, A DISTANCE OF 1218.78 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N00°40'21"W, ALONG SAID WEST LINE OF THE NE 1/4 OF SECTION 5, A DISTANCE OF 1418.50 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE RUN N00°44'12"W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2394.69 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 701 OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7186, PAGE 4507, PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE BOUNDARIES OF SAID LANDS: 1) S90°00'00"E, A DISTANCE OF 265.64 FEET; 2) N00°00'00"W, A DISTANCE OF 103.06 FEET; 3) N43°27'21"W, A DISTANCE OF 56.36 FEET; 4) N45°45'04"E, A DISTANCE OF 18.70 FEET; 5) N44°14'56"W, A DISTANCE OF 25.19 FEET; 6) S47°44'44"W, A DISTANCE OF 14.52 FEET; 7) N16°23'53"W, A DISTANCE OF 177.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,142,965 SQUARE FEET OR 209.8936 ACRES, MORE OR LESS



GENERAL NOTES:

- ☐ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
☒ DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
☒ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
- 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 VOLUSIA COUNTY, FLORIDA.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
- UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
- THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
- ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 LEASE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
- THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
- THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
- REAR SETBACKS:
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

SHEET 1 OF 18

MAP BOOK

PAGE

DEDICATION

KNOWN BY ALL MEN BY THESE PRESENTS, THAT CC WOODHAVEN LLC, A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED AS THE PLAT ENTITLED "WOODHAVEN - PHASE 2", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. THE ROADS/STREET RIGHTS OF WAY ARE SHOWN AS FOLLOWS: HIGHFIELD VILLAGE DRIVE, SAGUARO COURT, LIMMERICK LANE, ROSEBERRY COURT AND ARBOR STATION LANE. ALL ROAD/STREET RIGHTS OF WAY SHALL BE PRIVATE AND SHALL BE CONVEYED TO THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., BY SEPARATE INSTRUMENT TO BE RECORDED COINCIDENT WITH THIS PLAT, FOR PURPOSES DESCRIBED IN THE GENERAL NOTES. COMMON AREA PARCELS, TRACTS "A", "B", "C", "D", "E", "F", "H", "I" AND "J", SHOWN HEREON, SHALL BE CONVEYED TO THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., BY SEPARATE INSTRUMENT TO BE RECORDED COINCIDENT WITH THIS PLAT FOR PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER. ACCESS EASEMENTS OVER AND ACROSS ALL ROADS/STREET RIGHTS OF WAY ARE HEREBY GRANTED TO EACH LOT OWNER FOR INGRESS AND EGRESS. ACCESS EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS ALL ROADS/STREET RIGHTS OF WAY, ARE HEREBY DEDICATED TO THE CITY OF PORT ORANGE FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES PURPOSES. ALL DRAINAGE EASEMENTS, UTILITY EASEMENTS, NON-VEHICULAR ACCESS EASEMENTS, COMPENSATING STORAGE EASEMENTS AND TREE PRESERVATION EASEMENTS WITHIN THE AREA ENCOMPASSED BY THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA. ALL POTABLE WATER MAINS, SANITARY SEWER MAINS AND MANHOLES, SANITARY SEWER FORCE MAINS, AND SANITARY SEWER LIFT STATIONS CONSTRUCTED WITHIN THE AREA ENCOMPASSED BY THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA. EASEMENT RIGHTS OVER ALL DRAINAGE AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT, UNLESS OTHERWISE INDICATED, ARE GRANTED TO THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. CONSERVATION EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA ARE DEDICATED TO THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT AND TO THE CITY OF PORT ORANGE. LIFT STATION EASEMENTS ARE DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA OVER TRACTS "A" AND "B".

IN WITNESS WHERE OF, CC WOODHAVEN LLC, A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE

SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW ON THIS ____ DAY OF _____ 2021.

WITNESSES:

CC WOODHAVEN LLC, a Florida corporation

PRINTED NAME: _____

BY: _____

PRINTED NAME: _____

PRESIDENT

ATTEST: _____

PRINTED NAME: _____

VICE PRESIDENT

PRINTED NAME: _____

STATE OF FLORIDA, COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2021, BY _____, AS _____ FOR _____, WHO IS ☐ PERSONALLY KNOWN TO ME OR ☐ PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC SIGNATURE _____

PRINT NAME _____

Commission Number: _____

Commission Expires: _____

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 SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "WOODHAVEN - PHASE 2" WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED AND THAT SAID LAND IS IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

DATE _____ JAMES D. BRAY, PSM 6507
910 BELLE AVE., SUITE 1100
CASSELBERRY, FL 32708
(407) 677-0200

AE	- ACCESS EASEMENT	LEGEND	POB	- POINT OF BEGINNING
⌀	- CENTERLINE SYMBOL		POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE		PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT		PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT		PT	- POINT OF TANGENCY
L	- LENGTH		R	- RADIUS
LB	- LICENSED BUSINESS		TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK		R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT		UE	- UTILITY EASEMENT
NR	- NON RADIAL		IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK			
PC	- POINT OF CURVATURE			
PG	- PAGE			

PREPARED BY:

Altamax Surveying

910 Belle Avenue, Suite 1100

Casselberry, FL 32708

Phone: 407-677-0200

Licensed Business No. 7833

www.altamaxsurveying.com

PLANNING COMMISSION CERTIFICATE OF APPROVAL:

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "WOODHAVEN - PHASE 2" 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 "WOODHAVEN - PHASE 2" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____.
BY: _____ MAYOR OF THE CITY OF PORT ORANGE
ATTEST: _____ CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

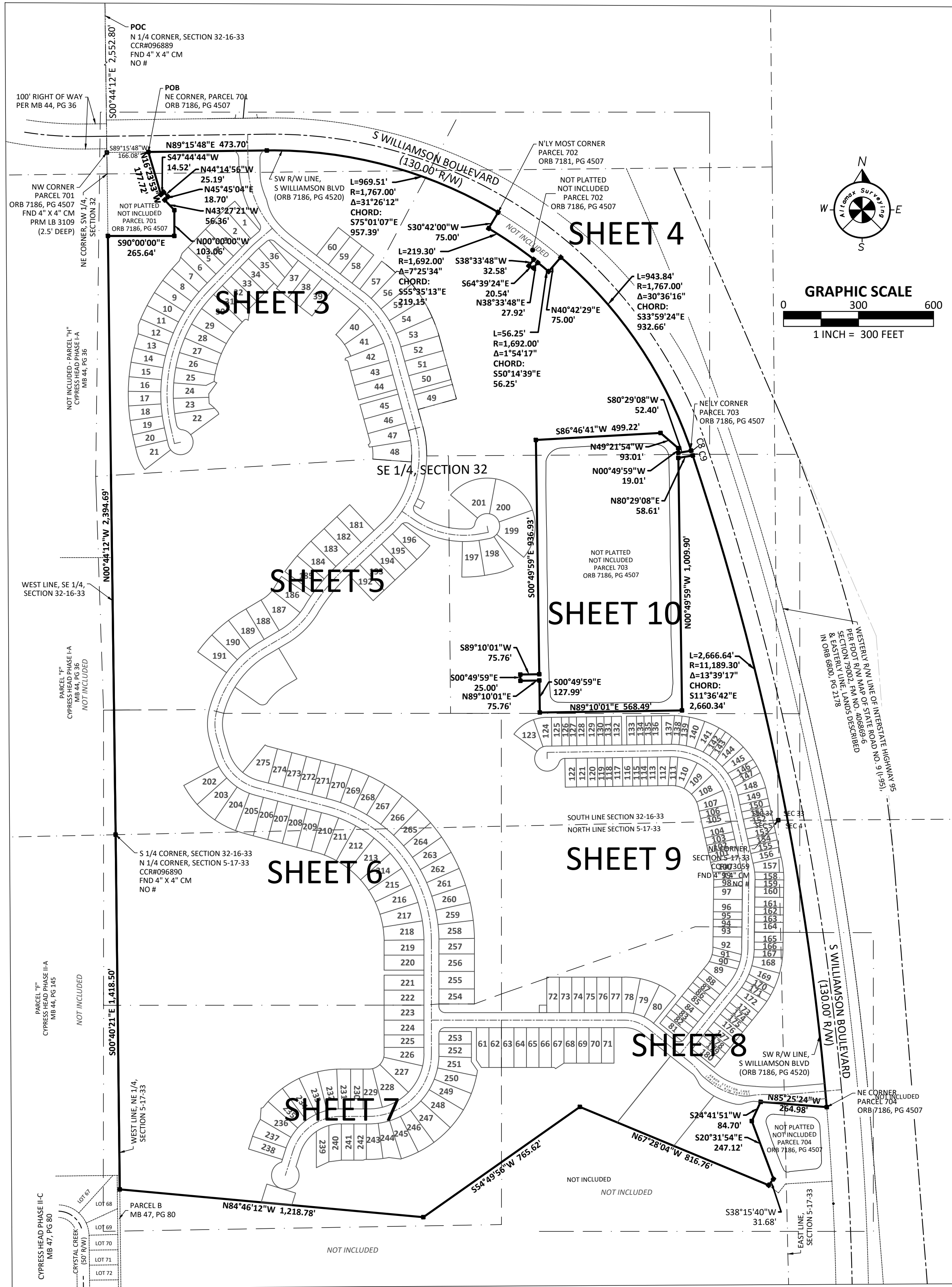
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M./P.M.

FILE NO. _____
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

OVERALL BOUNDARY & KEY MAP



PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamassurveying.com

LEGEND			
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
CL	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
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MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	ORB	- OFFICIAL RECORDS BOOK
PC	- POINT OF CURVATURE	IE	- IRRIGATION EASEMENT
PG	- PAGE		

- GENERAL NOTES:
1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
 2. DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
 3. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
 - (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
 4. 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 VOLUSIA COUNTY, FLORIDA.
 5. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 6. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 7. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
 8. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
 9. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
 10. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
 11. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
 12. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
 13. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
 14. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 15. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
 16. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 17. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
 18. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
 19. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
 20. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
 21. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
 22. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
 23. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 24. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
 25. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 26. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 27. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
 28. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 95-158).
 29. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
 30. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 31. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
 32. REAR SETBACKS:
 - 33.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THOUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
 - 33.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PAGE

(NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.

2. 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 VOLUSIA COUNTY, FLORIDA.

3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.37/12=3.28083333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1/10 OF THE PERIMETER OF THE POLYGON.

6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.

7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE

8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.

9. UTILITY EASEMENTS PROVIDED ON THIS PLOT INCLUDE 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.

10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.

11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.

12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.

18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.

21. WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE, FLORIDA, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS. THE CITY OF PORT ORANGE, FLORIDA, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OR 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 WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SHALL TRANSFER TO THE FIRST PARTY TO TAKE TITLE TO ANY INTEREST IN THE DEVELOPMENT WHICH COMPLIES WITH SECTION 62C.02(2), F.A.C. AND BE APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.

23. ANY PLAN BY A PARTY TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANWAI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER

26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).

27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.

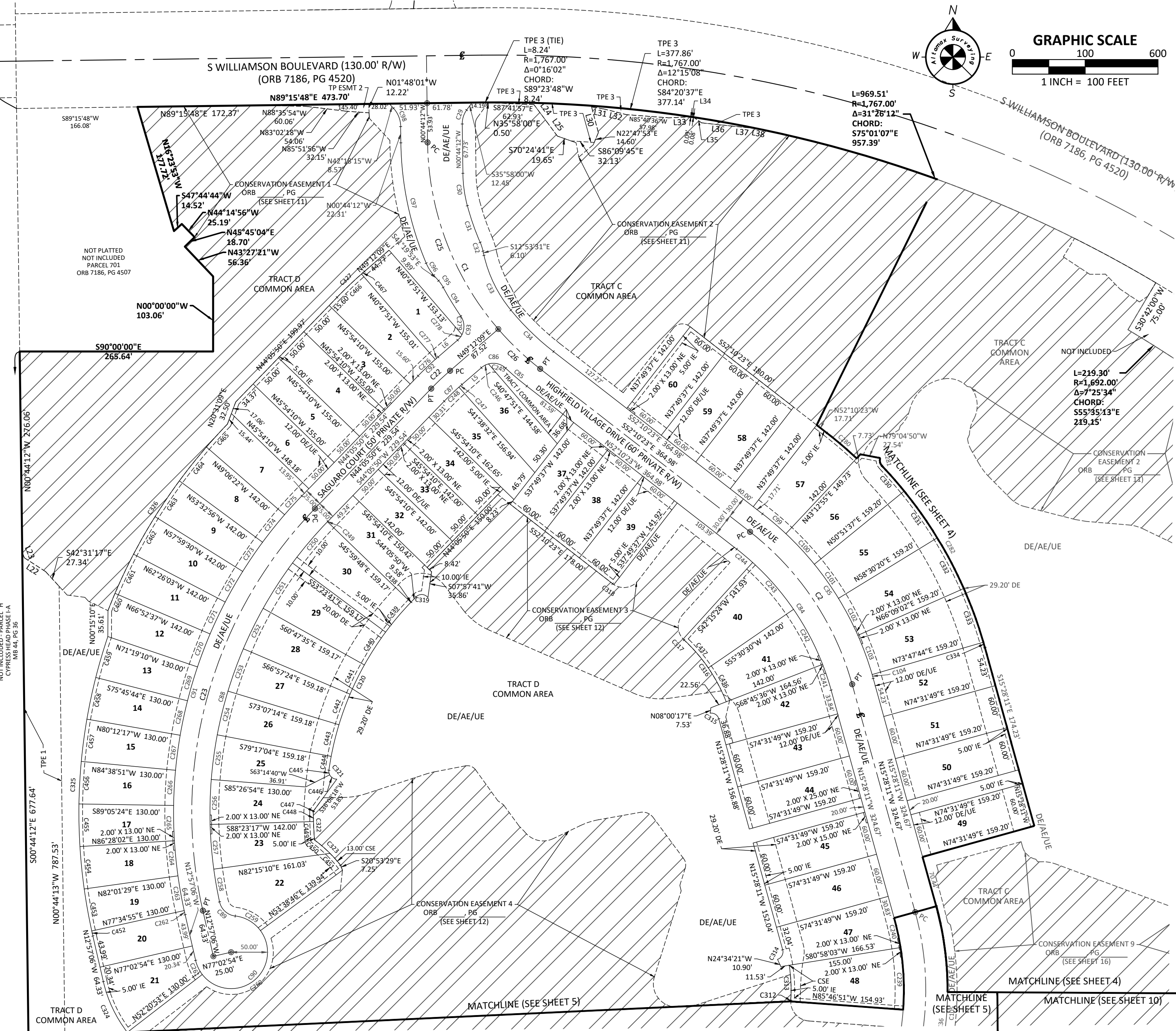
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS

30. REAR SETBACKS

30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.



LINE	BEARING	DISTANCE
L5	N49°12'09"E	35.27'
L6	S49°12'09"W	35.27'
L22	S57°01'58"E	34.90'
L23	N21°31'50"W	7.77'
L24	S36°46'00"E	30.41'
L25	N36°37'05"W	23.56'
L30	S14°42'31"E	36.47'
L31	N80°35'29"W	17.81'
L32	S75°52'08"E	31.29'
L33	S87°30'02"W	30.53'
L34	S81°35'04"E	3.73'
L35	S55°25'39"E	13.57'
L36	S83°56'54"E	41.44'
L37	N84°12'03"E	32.43'
L38	N80°35'30"W	9.05'

		LEGEND	
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
C	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
CA	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
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NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

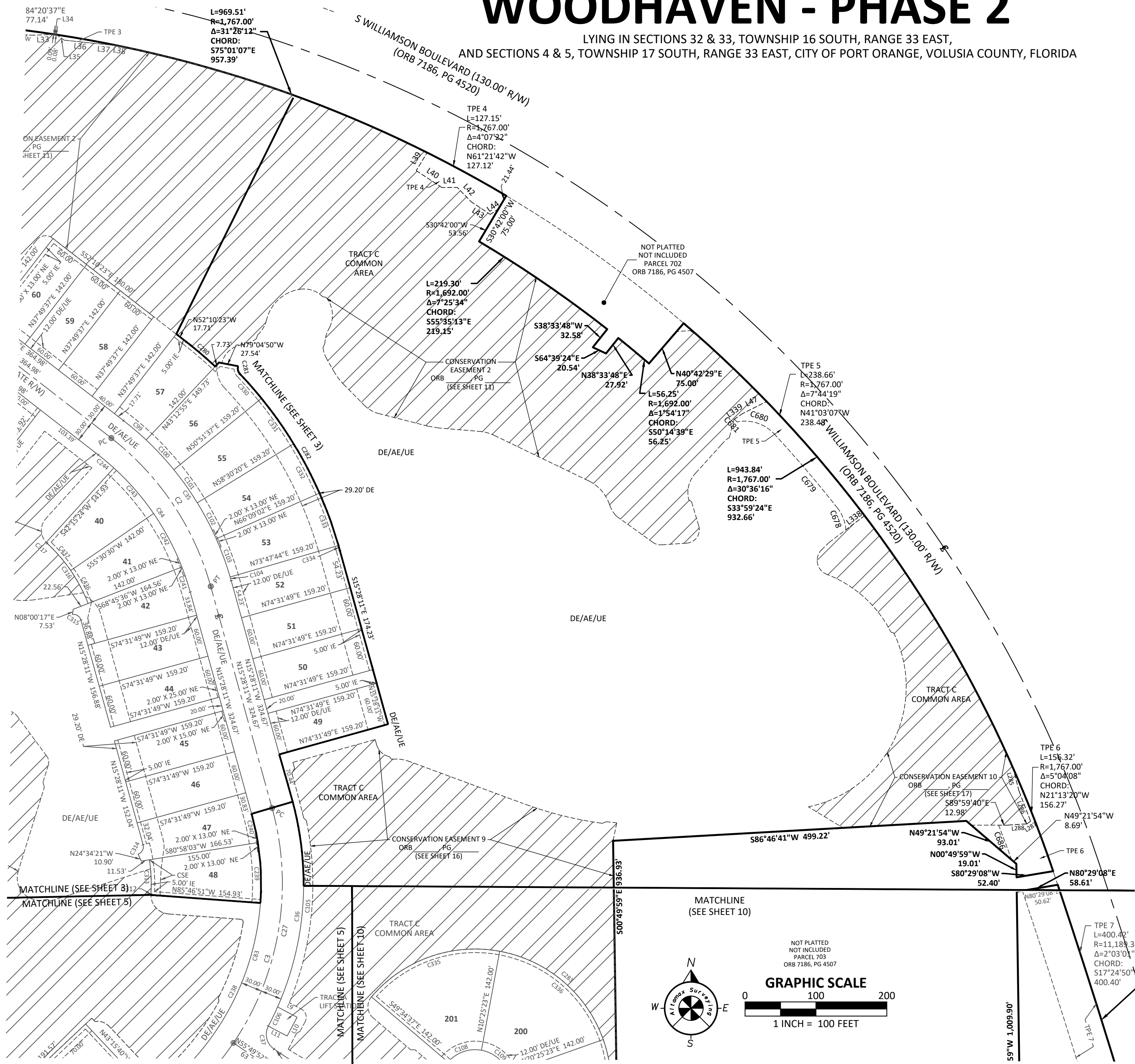
SHEET 4 OF 18

MAP BOOK

PAGE

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
(NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
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20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.022, F.A.C. AND BE APPROVED BY THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6393, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1593, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C285	517.00'	11°28'07"	103.49'	S85°19'18"W	103.31'
C286	572.00'	7°26'52"	74.35'	N43°00'54"E	74.30'
C287	24.40'	7°26'35"	3.17'	S43°39'42"W	3.17'
C288	28.00'	24°29'30"	11.97'	N62°58'52"W	11.88'
C300	439.20'	64°27'26"	494.10'	N40°58'50"E	468.45'
C301	422.00'	10°51'02"	79.92'	N84°34'29"E	79.80'
C338	517.00'	1°18'06"	11.75'	S80°14'18"W	11.74'
C339	517.00'	10°10'01"	91.74'	S85°58'21"W	91.62'
C678	56.00'	34°22'24"	33.60'	S21°02'34"E	33.09'
C679	1,743.00'	4°31'18"	137.55'	S40°29'25"E	137.51'
C680	56.00'	58°45'45"	57.43'	S72°07'56"E	54.95'
C681	1,717.00'	0°11'04"	5.53'	S44°26'18"E	5.53'
C686	1,717.00'	1°44'52"	52.38'	N20°41'37"W	52.38'

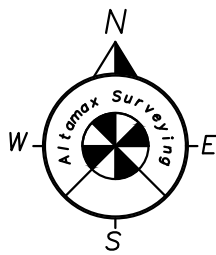
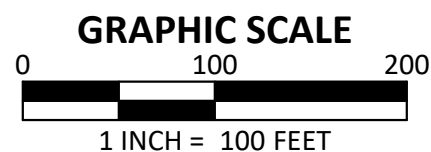
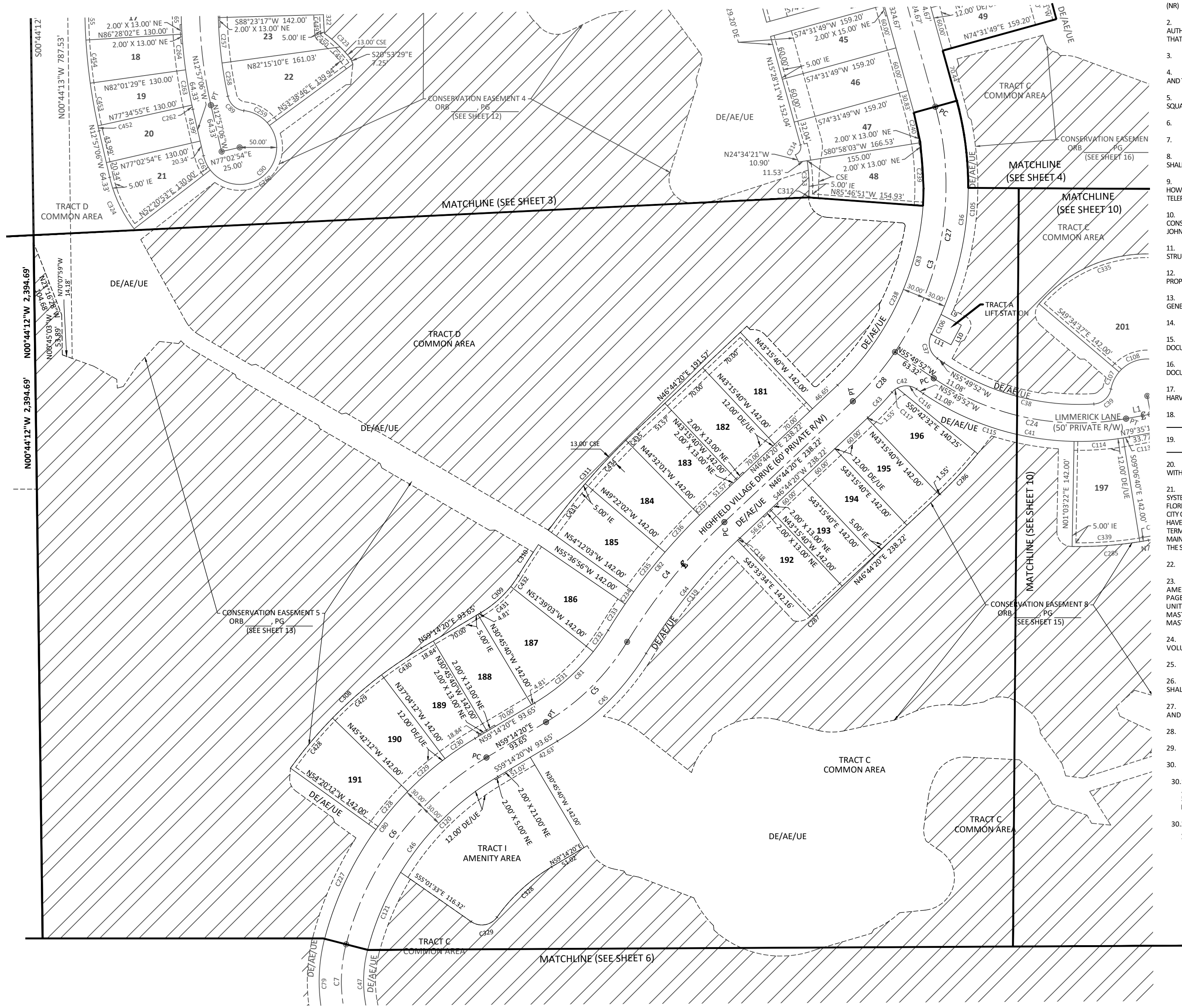
LINE	BEARING	DISTANCE
L39	N31°12'01"E	29.75'
L40	N56°36'31"W	43.61'
L41	N89°02'00"E	21.41'
L42	N44°11'57"W	28.41'
L43	N56°24'35"W	32.21'
L44	S55°40'30"W	13.54'
L47	N63°18'21"E	37.69'

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGEND		LEGEND	
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
Δ	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
C	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C3	400.00	62°12'31"	434.30	N15°38'04"E	413.28	C286	5272.00	7°36'54"	74.35	N43°00'54"E	74.30
C4	780.00	15°21'11"	155.01	N39°09'44"E	200.97	C287	74.40	1°46'35"	51.17	S43°29'47"W	31.17
C5	2400.00	2°21'11"	155.06	N45°18'44"E	154.04	C288	587.00	23°34'33"	241.54	S47°29'04"W	330.83
C6	415.00	44°42'43"	323.85	N36°52'59"E	315.70	C309	148.00	27°51'12"	71.95	S45°18'44"W	73.24
C7	400.00	42°38'19"	146.54	N09°05'09"E	135.81	C310	952.00	1°29'56"	49.83	N32°53'06"E	49.84
C8	400.00	12°34'12"	87.76	S40°27'14"W	87.58	C311	952.00	10°56'23"	181.77	S47°16'08"W	181.49
C9	430.00	42°19'46"	124.18	N07°11'42"E	117.49	C38	144.00	12°50'44"	101.10	N47°27'13"E	100.37
C10	25.00	83°41'28"	36.52	S13°49'08"E	33.36	C39	225.00	89°34'21"	39.08	N80°11'16"E	35.27
C11	430.00	6°15'40"	46.89	S43°35'30"W	46.87	C40	587.00	16°38'33"	64.64	N56°05'04"E	64.60
C12	450.00	15°21'11"	200.97	N39°09'44"E	200.97	C41	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C13	430.00	2°21'11"	155.06	N45°18'44"E	154.04	C42	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C14	750.00	15°03'18"	197.07	N38°54'47"E	196.50	C43	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C15	385.00	2°21'11"	155.06	N45°18'44"E	154.04	C44	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C16	385.00	44°42'43"	323.85	N36°52'59"E	292.88	C45	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C17	445.00	44°42'43"	323.85	N36°52'59"E	292.88	C46	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C18	290.00	27°51'12"	146.54	N09°05'09"E	135.81	C47	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C19	445.00	44°42'43"	323.85	N36°52'59"E	292.88	C48	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C20	445.00	6°18'33"	49.00	N56°05'04"E	66.99	C49	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C21	280.00	20°53'24"	105.73	S48°27'39"W	105.15	C50	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C22	290.00	6°57'46"	15.32	N34°29'04"E	15.32	C51	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C23	810.00	2°59'56"	42.39	S27°33'06"W	42.39	C52	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C24	810.00	1°14'59"	20.00	N35°05'06"E	20.00	C53	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C25	810.00	4°50'01"	68.33	S38°12'57"W	68.33	C54	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C26	810.00	4°50'01"	68.33	S38°12'57"W	68.33	C55	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C27	810.00	4°50'01"	68.33	S38°12'57"W	68.33	C56	148.00	10°53'24"	71.95	S45°27'20"W	73.66
C28	370.00	42°31'11"	274.58	N25°28'44"E	268.32	C57	148.00	10°53'24"	71.95	S45°27'20"W	73.66

LINE	BEARING	DISTANCE
L1	S62°08'29"E	11.00
L10	S27°51'35"W	30.00
L11	N62°08'25"W	30.00

SHEET 5 OF 18

MAP BOOK

PAGE

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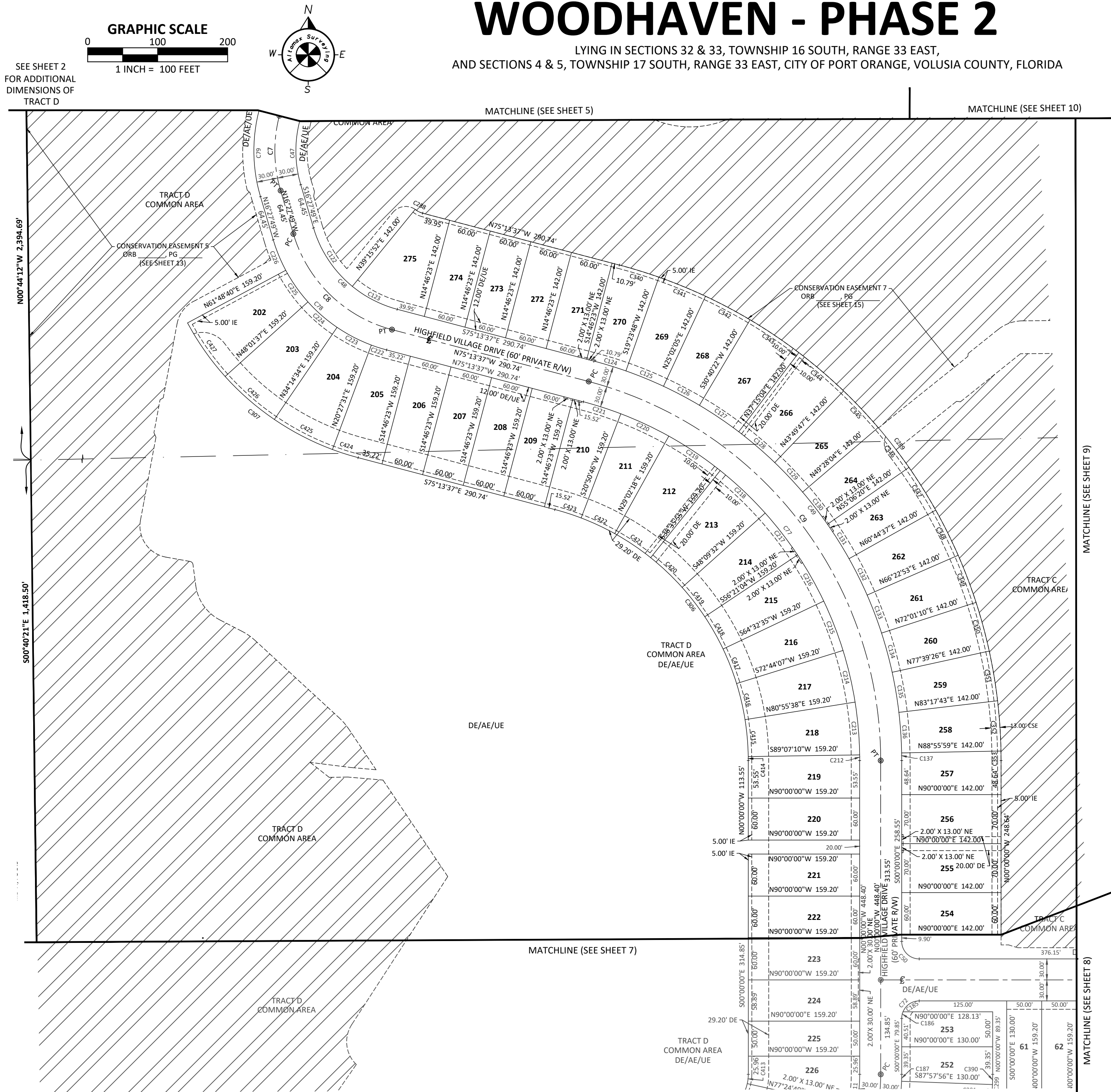
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- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 LIEU 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE 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 ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4801, AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6953, PAGE 1453, AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
- THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
- THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
- REAR SETBACKS:
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
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AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
E	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C7	200.00'	180°59'27"	108.18'	N00°58'06"W	106.86'	C288	128.00'	124°50'30"	111.97'	N69°58'52"W	111.88'
C8	200.00'	58°45'48"	205.12'	N45°50'43"W	196.25'	C289	132.00'	75°13'37"	96.109'	N37°36'49"W	893.53'
C9	660.00'	75°13'37"	735.20'	N37°36'49"W	683.57'	C300	370.80'	75°13'37"	486.85'	N37°36'49"W	310.62'
C47	170.00'	30°59'37"	91.95'	N00°58'06"W	90.83'	C307	389.20'	47°02'11"	333.52'	S51°42'28"E	310.62'
C48	660.00'	68°45'48"	1174.35'	N45°50'43"W	1166.81'	C340	132.00'	47°02'11"	99.07'	S72°58'44"E	69.06'
C49	660.00'	75°13'37"	774.65'	N37°36'49"W	720.19'	C341	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C77	530.00'	75°13'37"	695.87'	S37°36'49"E	646.95'	C342	132.00'	5°38'17"	72.03'	S62°08'47"E	72.00'
C78	530.00'	58°45'48"	1455.89'	S45°50'43"E	1425.09'	C343	132.00'	6°34'43"	84.05'	N56°09'17"W	84.00'
C79	730.00'	30°59'37"	124.41'	N00°58'06"W	122.89'	C344	132.00'	6°34'43"	84.05'	N49°27'34"W	84.00'
C112	170.00'	14°29'30"	73.67'	N62°55'52"W	72.03'	C345	132.00'	5°38'17"	72.03'	N43°21'05"W	72.00'
C124	590.00'	47°02'11"	47.61'	S77°54'54"E	47.60'	C346	132.00'	5°38'17"	72.03'	S37°42'48"E	72.00'
C125	590.00'	12°00'00"	58.06'	S67°47'03"E	58.03'	C347	132.00'	5°38'17"	72.03'	N32°04'32"E	72.00'
C126	590.00'	5°38'17"	58.06'	N67°06'47"W	58.03'	C348	132.00'	5°38'17"	72.03'	N26°26'15"W	72.00'
C127	590.00'	6°34'43"	67.74'	N56°09'17"W	67.70'	C349	132.00'	5°38'17"	72.03'	N20°47'50"W	72.00'
C128	590.00'	6°34'43"	67.74'	S49°27'34"E	67.70'	C350	132.00'	5°38'17"	72.03'	N15°06'42"W	72.00'
C129	590.00'	5°38'17"	58.06'	S43°21'05"E	58.03'	C351	132.00'	5°38'17"	72.03'	N09°31'26"W	72.00'
C130	590.00'	5°38'17"	58.06'	N37°42'48"W	58.03'	C352	132.00'	5°38'17"	72.03'	N03°53'09"W	72.00'
C131	590.00'	5°38'17"	58.06'	S37°04'32"E	58.03'	C353	132.00'	1°04'01"	13.63'	N00°32'00"W	13.63'
C132	590.00'	5°38'17"	58.06'	S26°26'15"E	58.03'	C414	170.80'	0°52'50"	5.70'	N00°26'25"W	5.70'
C133	590.00'	5°38'17"	58.06'	S20°47'03"E	58.03'	C415	170.80'	8°11'32"	53.02'	N04°28'36"W	52.97'
C134	590.00'	5°38'17"	58.06'	N15°09'42"W	58.03'	C416	170.80'	8°11'32"	53.02'	N13°10'07"W	52.97'
C135	590.00'	5°38'17"	58.06'	N09°31'26"W	58.03'	C417	170.80'	8°11'32"	53.02'	N21°11'26"W	52.97'
C136	590.00'	5°38'17"	58.06'	N03°53'09"W	58.03'	C418	170.80'	8°11'32"	53.02'	N29°33'10"W	52.97'
C137	590.00'	1°04'01"	10.99'	N00°32'00"W	10.99'	C419	170.80'	8°11'32"	53.02'	N37°44'42"W	52.97'
C138	530.00'	0°52'50"	8.15'	S00°26'25"E	8.15'	C420	170.80'	9°33'37"	61.87'	N46°37'16"W	61.80'
C139	530.00'	8°11'32"	75.78'	N04°28'36"W	75.73'	C421	170.80'	9°33'37"	61.87'	N55°10'24"W	61.80'
C140	530.00'	8°11'32"	75.78'	N13°10'07"W	75.73'	C422	170.80'	8°11'32"	53.02'	N65°03'26"W	52.97'
C141	530.00'	8°11'32"	75.78'	N21°11'26"W	75.73'	C423	170.80'	0°04'23"	39.30'	N72°11'26"W	39.28'
C142	530.00'	8°11'32"	75.78'	N29°33'10"W	75.73'	C424	189.20'	15°41'08"	38.62'	N72°23'03"W	38.61'
C143	530.00'	8°11'32"	75.78'	N37°44'42"W	75.73'	C425	189.20'	13°47'03"	33.63'	N62°38'58"W	33.41'
C144	530.00'	8°11'32"	75.78'	N46°37'16"W	75.73'	C426	189.20'	13°47'03"	33.63'	N48°51'44"W	33.41'
C145	530.00'	9°33'37"	88.44'	S55°10'24"E	88.33'	C427	189.20'	13°47'03"	33.63'	N35°04'51"W	33.41'
C146	530.00'	8°11'32"	75.78'	N65°03'26"W	75.73'						
C147	530.00'	8°11'32"	75.78'	S72°11'26"E	75.73'						
C148	530.00'	5°41'08"	22.82'	S72°23'03"E	22.81'						
C149	530.00'	13°47'03"	65.33'	N62°38'58"W	65.27'						
C150	530.00'	13°47'03"	65.33'	S48°51'44"E	65.20'						
C151	530.00'	13°47'03"	65.33'	N35°04'51"W	65.27'						
C152	230.00'	11°43'30"	47.07'	N22°19'35"W	46.99'						

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
2. DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
3. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
4. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
5. 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 VOLUSIA COUNTY, FLORIDA.
6. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
7. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
8. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
9. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
10. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
11. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
12. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT.
13. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
14. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
16. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
17. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
18. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
19. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
20. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
21. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
22. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
23. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT. AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA, SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 LIEB AL 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
24. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
25. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1510 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7691, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
26. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
27. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
28. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
29. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
30. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
31. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
32. REAR SETBACKS:
33. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
34. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
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LEGEND			
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Δ	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
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CSE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
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NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

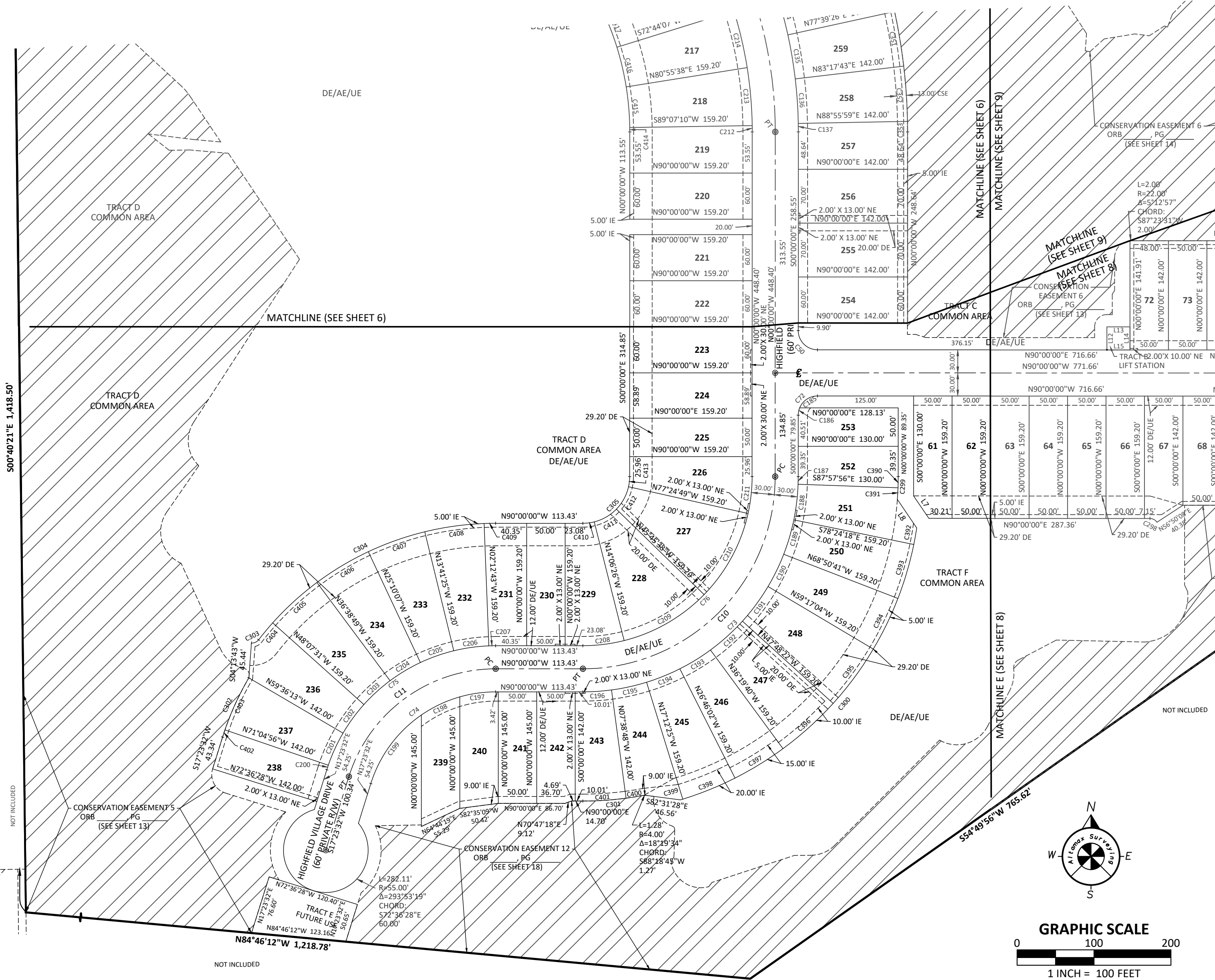
SHEET 7 OF 18

MAP BOOK

PAGE

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 59-158).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THOUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C10	150.00	90.00	39.27	N45°00'00"E	55.55	C29	410.00	147.04	29.74	S00°00'00"W	29.74
C11	200.00	72°36'28"	253.45	S53°41'46"W	236.83	C30	430.20	64°27'26"	494.10	N40°58'50"E	468.45
C12	63.00	90.00	39.27	N45°00'00"E	55.55	C31	422.00	105°51'00"	79.92	N69°54'29"E	39.80
C13	25.00	90.00	39.27	N45°00'00"E	55.55	C32	372.00	113°00'14"	84.43	S23°53'39"W	84.25
C14	170.00	72°36'28"	215.43	N53°41'46"E	201.30	C33	10.80	90°00'00"	0.62	S53°56'14"W	10.24
C15	230.00	72°36'28"	291.47	S53°41'46"W	272.35	C34	389.20	52°21'15"	355.63	N63°49'23"E	343.39
C16	220.00	36°00'00"	145.38	S45°00'00"W	111.13	C35	60.80	90°00'00"	35.50	N45°00'00"E	85.98
C17	25.00	67°40'44"	29.33	N50°00'38"E	27.84	C36	410.00	120°04'	14.56	N03°01'02"E	14.56
C18	25.00	17°19'16"	6.32	N11°00'38"E	6.88	C37	439.20	12°07'08"	15.16	N03°05'38"E	15.16
C19	280.00	27°02'04"	9.94	S01°01'02"W	9.94	C38	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C20	280.00	9°33'37"	46.72	S06°48'53"W	46.67	C39	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C21	280.00	9°33'37"	46.72	S16°27'30"W	46.67	C40	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C22	280.00	9°33'37"	46.72	N25°56'08"E	46.67	C41	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C23	280.00	9°33'37"	46.72	S25°56'08"E	46.67	C42	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C24	280.00	11°28'42"	56.09	N36°47'47"E	56.00	C43	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C25	280.00	11°28'42"	56.09	S47°55'59"W	56.00	C44	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C26	280.00	9°33'37"	46.72	S58°27'09"E	46.67	C45	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C27	280.00	9°33'37"	46.72	S68°00'40"W	46.67	C46	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C28	280.00	9°33'37"	46.72	S77°34'28"W	46.67	C47	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C29	280.00	15°42'11"	47.19	S82°00'55"W	47.03	C48	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C30	280.00	15°42'11"	47.19	S86°47'59"E	47.03	C49	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C31	280.00	15°42'11"	47.19	S96°23'11"W	47.03	C50	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C32	280.00	15°42'11"	47.19	S106°00'00"W	47.03	C51	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C33	280.00	15°42'11"	47.19	S115°38'34"E	47.03	C52	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C34	280.00	15°42'11"	47.19	S125°17'05"E	47.03	C53	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C35	280.00	15°42'11"	47.19	S134°55'36"E	47.03	C54	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C36	280.00	15°42'11"	47.19	S144°34'07"E	47.03	C55	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C37	280.00	15°42'11"	47.19	S154°12'38"E	47.03	C56	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C38	280.00	15°42'11"	47.19	S163°51'09"E	47.03	C57	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C39	280.00	15°42'11"	47.19	S173°29'40"E	47.03	C58	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C40	280.00	15°42'11"	47.19	S183°08'11"E	47.03	C59	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C41	280.00	15°42'11"	47.19	S192°46'42"E	47.03	C60	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C42	280.00	15°42'11"	47.19	S202°25'13"E	47.03	C61	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C43	280.00	15°42'11"	47.19	S212°03'44"E	47.03	C62	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C44	280.00	15°42'11"	47.19	S221°42'15"E	47.03	C63	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C45	280.00	15°42'11"	47.19	S231°20'46"E	47.03	C64	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C46	280.00	15°42'11"	47.19	S240°59'17"E	47.03	C65	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C47	280.00	15°42'11"	47.19	S250°37'48"E	47.03	C66	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C48	280.00	15°42'11"	47.19	S260°16'19"E	47.03	C67	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C49	280.00	15°42'11"	47.19	S269°54'50"E	47.03	C68	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C50	280.00	15°42'11"	47.19	S279°33'21"E	47.03	C69	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C51	280.00	15°42'11"	47.19	S289°11'52"E	47.03	C70	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C52	280.00	15°42'11"	47.19	S298°50'23"E	47.03	C71	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C53	280.00	15°42'11"	47.19	S308°28'54"E	47.03	C72	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C54	280.00	15°42'11"	47.19	S318°07'25"E	47.03	C73	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C55	280.00	15°42'11"	47.19	S327°45'56"E	47.03	C74	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C56	280.00	15°42'11"	47.19	S337°24'27"E	47.03	C75	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C57	280.00	15°42'11"	47.19	S347°02'58"E	47.03	C76	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C58	280.00	15°42'11"	47.19	S356°41'29"E	47.03	C77	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C59	280.00	15°42'11"	47.19	S366°19'59"E	47.03	C78	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C60	280.00	15°42'11"	47.19	S375°58'30"E	47.03	C79	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C61	280.00	15°42'11"	47.19	S385°37'01"E	47.03	C80	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C62	280.00	15°42'11"	47.19	S395°15'32"E	47.03	C81	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C63	280.00	15°42'11"	47.19	S404°54'03"E	47.03	C82	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C64	280.00	15°42'11"	47.19	S414°32'34"E	47.03	C83	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C65	280.00	15°42'11"	47.19	S424°11'05"E	47.03	C84	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C66	280.00	15°42'11"	47.19	S433°49'36"E	47.03	C85	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C67	280.00	15°42'11"	47.19	S443°28'07"E	47.03	C86	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C68	280.00	15°42'11"	47.19	S453°06'38"E	47.03	C87	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C69	280.00	15°42'11"	47.19	S462°45'09"E	47.03	C88	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C70	280.00	15°42'11"	47.19	S472°23'40"E	47.03	C89	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C71	280.00	15°42'11"	47.19	S482°02'11"E	47.03	C90	439.20	12°07'08"	15.16	S10°10'24"E	15.16
C72	280.00	15°42'11"	47.19	S491°40'42"E	47.03						
C73	280.00	15°42'11"	47.19	S501°19'13"E	47.03						
C74	280.00	15°42'11"	47.19	S510°57'44"E	47.03						
C75	280.00	15°42'11"	47.19	S520°36'15"E	47.03						
C76	280.00	15°42'11"	47.19	S530°14'46"E	47.03						
C77	280.00	15°42'11"	47.19	S539°53'17"E	47.03						
C78	280.00	15°42'11"	47.19	S549°31'48"E	47.03						
C79	280.00	15°42'11"	47.19	S559°10'19"E	47.03						
C80	280.00	15°42'11"	47.19	S568°48'50"E	47.03						
C81	280.00	15°42'11"	47.19	S578°27'21"E	47.03						
C82	280.00	15°42'11"	47.19	S588°05'52"E	47.03						
C83	280.00	15°42'11"	47.19	S597°44'23"E	47.03						
C84	280.00	15°42'11"	47.19	S607°22'54"E	47.03						
C85	280.00	15°42'11"	47.19	S617°01'25"E	47.03						
C86	280.00	15°42'11"	47.19	S626°39'56"E	47.03						
C87	280.00	15°42'11"	47.19	S636°18'27"E	47.03						
C88	280.00	15°42'11"	47.19	S645°56'58"E	47.03						
C89	280.00	15°42'11"	47.19	S655°35'29"E	47.03						
C90	280.00	15°42'11"	47.19	S665°13'59"E	47.03						
C91	280.00	15°42'11"	47.19	S674°52'30"E	47.03						
C92	280.00	15°42'11"	47.19	S684°31'01"E	47.03						
C93	280.00	15°42'11"	47.19	S694°09'32"E	47.03						
C94	280.00	15°42'11"	47.19	S703°48'03"E	47.03						
C95	280.00	15°42'11"	47.19	S713°26'34"E	47.03						
C96	280.00	15°42'11"	47.19	S723°05'05"E	47.03						
C97	280.00	15°42'11"	47.19	S732°43'36"E	47.03						
C98	280.00	15°42'11"	47.19	S742°22'07"E	47.03						
C99	280.00	15°42'11"	47.19	S752°00'38"E	47.03						
C100	280.00	15°42'11"	47.19	S761°39'09"E	47.03						
C101	280.00	15°42'11"	47.19	S771°17'40"E	47.03						
C102	280.00	15°42'11"	47.19	S780°56'11"E	47.03						
C103	280.00	15°42'11"	47.19	S790°34'42"E	47.03						
C104	280.00	15°42'11"	47.19	S800°13'13"E	47.03						
C105	280.00	15°42'11"	47.19	S809°51'44"E	47.03						
C106	280.00	15°42'11"	47.19	S819°30'15"E	47.03						
C107	280.00	15°42'11"	47.19	S829°08'46"E	47.03						
C108	280.00	15°42'11"	47.19	S838°47'17"E	47.03						
C109	280.00	15°42'11"	47.19	S848°25'48"E	47.03						
C110	280.00	15°42'11"	47.19	S858°04'19"E	47.03						
C111	280.00	15°42'11"	47.19	S867°42'50"E	47.03						
C112	280.00	15°42'11"	47.19	S877°21'21"E	47.03						
C113	280.00	15°42'11"	47.19	S886°59'52"E	47.03						

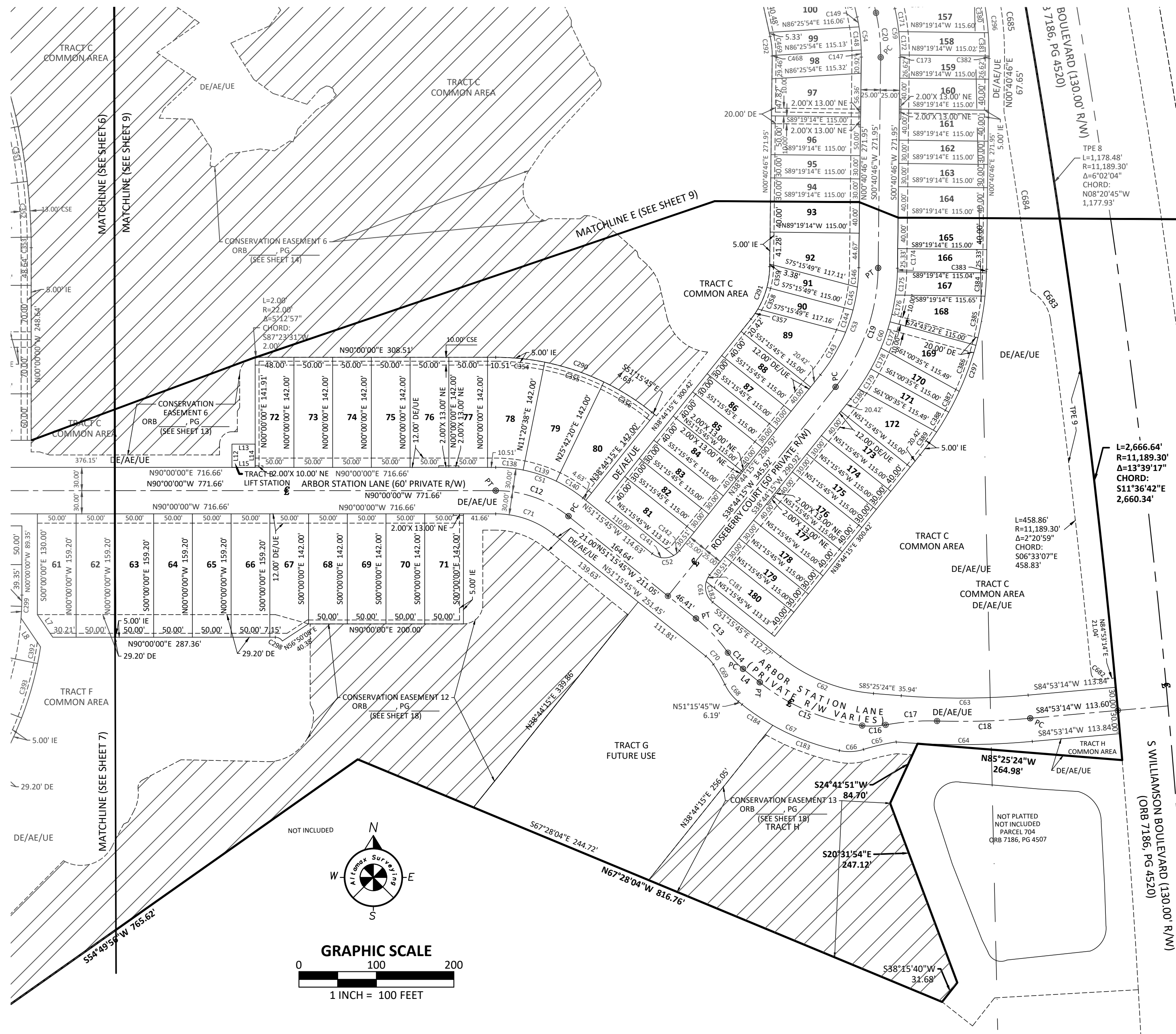
WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SHEET 8 OF 18

MAP BOOK

PAGE



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C12	150.00'	38.4415°	101.41'	N07°37'52"E	159.89'	C180	275.00'	13°30'04"	116.22'	N58°59'53"E	16.22'
C13	212.00'	16°23'04"	60.62'	N43°04'13"W	60.42'	C181	25.00'	22°19'16"	9.74'	N27°34'37"E	9.68'
C14	100.00'	16°23'04"	28.80'	S43°04'13"E	28.80'	C182	25.00'	16°40'48"	10.23'	S12°25'23"E	12.84'
C15	262.67'	31°40'52"	145.24'	N67°06'11"W	143.40'	C183	299.34'	17°41'39"	92.44'	N69°17'03"W	92.08'
C16	100.00'	17°24'45"	30.54'	N88°18'31"E	30.42'	C184	295.44'	9°10'29"	47.93'	N55°20'59"W	47.88'
C17	131.00'	12°15'48"	66.60'	S85°40'35"W	66.47'	C185	324.00'	38°44'15"	117.30'	S79°37'24"E	213.38'
C18	1,000.00'	6°54'12"	120.49'	N88°20'21"E	120.42'	C186	110.00'	38°03'29"	73.07'	S19°42'31"W	71.73'
C19	250.00'	18°07'29"	156.08'	S19°42'31"W	153.02'	C187	390.00'	18°03'29"	258.05'	N12°42'31"E	254.32'
C20	180.00'	38°44'15"	121.70'	S70°37'52"E	119.39'	C188	10.80'	56°50'08"	10.71'	N61°34'56"W	10.28'
C21	25.00'	20°00'00"	39.27'	S83°44'15"W	35.36'	C189	132.00'	11°20'38"	63.72'	N61°34'56"W	10.28'
C22	275.00'	38°03'29"	149.45'	S19°42'31"W	146.72'	C190	324.00'	14°21'41"	80.71'	S71°38'31"E	80.50'
C23	100.00'	17°24'45"	30.54'	N88°18'31"E	30.42'	C191	324.00'	13°01'36"	73.24'	S57°46'43"E	73.08'
C24	125.00'	30°00'00"	39.27'	N68°15'45"E	35.36'	C192	110.00'	18°10'24"	73.07'	N54°39'01"E	73.08'
C25	220.00'	34°09'39"	131.13'	N68°20'34"W	129.23'	C193	110.00'	15°49'36"	30.38'	N22°38'59"E	30.29'
C26	170.00'	37°41'22"	104.64'	N89°43'52"W	103.84'	C194	110.00'	14°03'29"	26.99'	S01°42'28"W	26.92'
C27	1,030.00'	9°47'10"	175.92'	N89°46'49"E	175.71'	C195	390.00'	0°41'17"	4.67'	S01°01'22"W	4.67'
C28	288.00'	6°37'33"	43.36'	S77°55'22"W	43.32'	C196	390.00'	0°41'17"	4.67'	S01°01'22"W	4.67'
C29	62.00'	20°03'38"	31.45'	S87°20'02"W	31.12'	C197	390.00'	9°18'05"	63.31'	S19°55'40"W	63.24'
C30	299.34'	26°52'07"	140.37'	N64°41'28"W	139.09'	C198	390.00'	4°14'24"	30.03'	N20°51'04"E	30.02'
C31	62.00'	26°52'07"	31.45'	N58°15'09"W	31.12'	C199	390.00'	4°14'24"	30.03'	N31°11'46"E	30.02'
C32	188.00'	9°07'27"	29.94'	S29°48'16"E	29.91'	C200	390.00'	12°20'08"	66.32'	N26°05'11"W	66.31'
C33	49.00'	16°51'43"	14.45'	N42°48'52"W	14.40'	C201	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C34	120.00'	38°44'15"	81.13'	N70°37'52"W	79.60'	C202	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C35	180.00'	11°20'38"	35.64'	N84°19'41"W	35.58'	C203	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C36	180.00'	14°21'41"	45.34'	N71°28'31"W	45.00'	C204	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C37	180.00'	13°01'36"	40.94'	N57°46'43"W	40.85'	C205	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C38	25.00'	6°40'48"	25.31'	N85°06'11"W	25.24'	C206	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C39	25.00'	22°19'16"	9.74'	S49°33'33"W	9.68'	C207	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C40	225.00'	7°39'44"	30.09'	N18°24'03"E	30.07'	C208	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C41	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C209	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C42	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C210	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C43	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C211	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C44	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C212	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C45	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C213	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C46	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C214	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C47	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C215	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C48	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C216	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C49	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C217	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C50	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C218	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C51	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C219	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C52	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C220	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C53	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C221	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C54	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C222	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C55	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C223	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C56	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C224	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C57	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C225	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C58	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C226	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C59	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C227	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C60	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C228	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C61	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C229	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C62	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C230	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C63	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C231	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C64	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C232	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C65	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C233	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C66	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C234	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C67	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C235	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C68	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C236	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C69	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C237	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C70	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C238	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C71	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C239	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C72	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C240	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C73	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C241	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C74	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C242	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C75	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C243	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C76	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C244	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C77	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C245	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C78	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C246	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C79	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C247	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C80	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C248	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C81	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C249	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C82	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C250	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C83	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C251	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C84	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C252	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C85	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C253	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C86	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C254	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C87	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C255	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C88	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C256	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C89	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C257	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C90	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C258	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C91	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C259	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C92	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C260	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C93	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C261	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C94	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C262	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C95	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C263	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C96	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C264	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C97	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C265	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C98	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C266	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C99	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C267	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C100	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C268	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C101	225.00'	7°39'44"	30.09'	N10°54'19"E	30.07'	C269	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C102	225.00'	7°39'44"	30.09'	N03°24'56"E	30.07'	C270	390.00'	13°14'54"	46.47'	N34°21'03"W	44.81'
C103	225.00'	7°39'44"	30.09'	N10°54'19"E	3						

PAGE

GENERAL NOTES

- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.

6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.

7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.

9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.

10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.

11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.

12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.

18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.

21. WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE, FLORIDA MAY TAKE SUCH ACTION AS IT DEEMES NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND INTERESTS OF THE CITY OF PORT ORANGE, FLORIDA. THE CITY MAY HAVE THE RIGHT TO USE ALL OWNERS OR 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 WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT SHALL REMAIN WITH THE CITY OF PORT ORANGE, FLORIDA. THE CITY OF PORT ORANGE, FLORIDA IS HEREBY RELEASED FROM ANY LIABILITY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.

23. THIS PLAN IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301, AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.

24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.

26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).

27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.

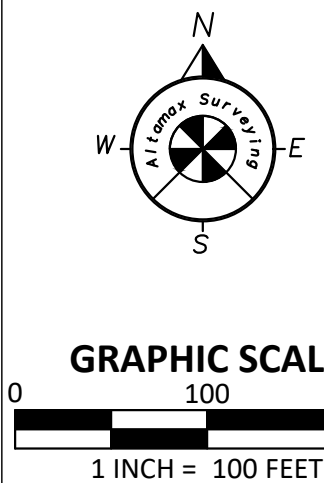
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS

30. REAR SETBACKS:

- 30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

- 30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

[illegible]

LINE	BEARING	DISTANCE
L3	S00°49'59"E	25.00'
L292	N42°47'37"E	22.92'
L293	N62°16'53"W	27.40'

LEGEND

AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
ES	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
CE	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CS	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
LB	- LENGTH	R	- RADIUS
MB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
NR	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SHEET 10 OF 18

MAP BOOK

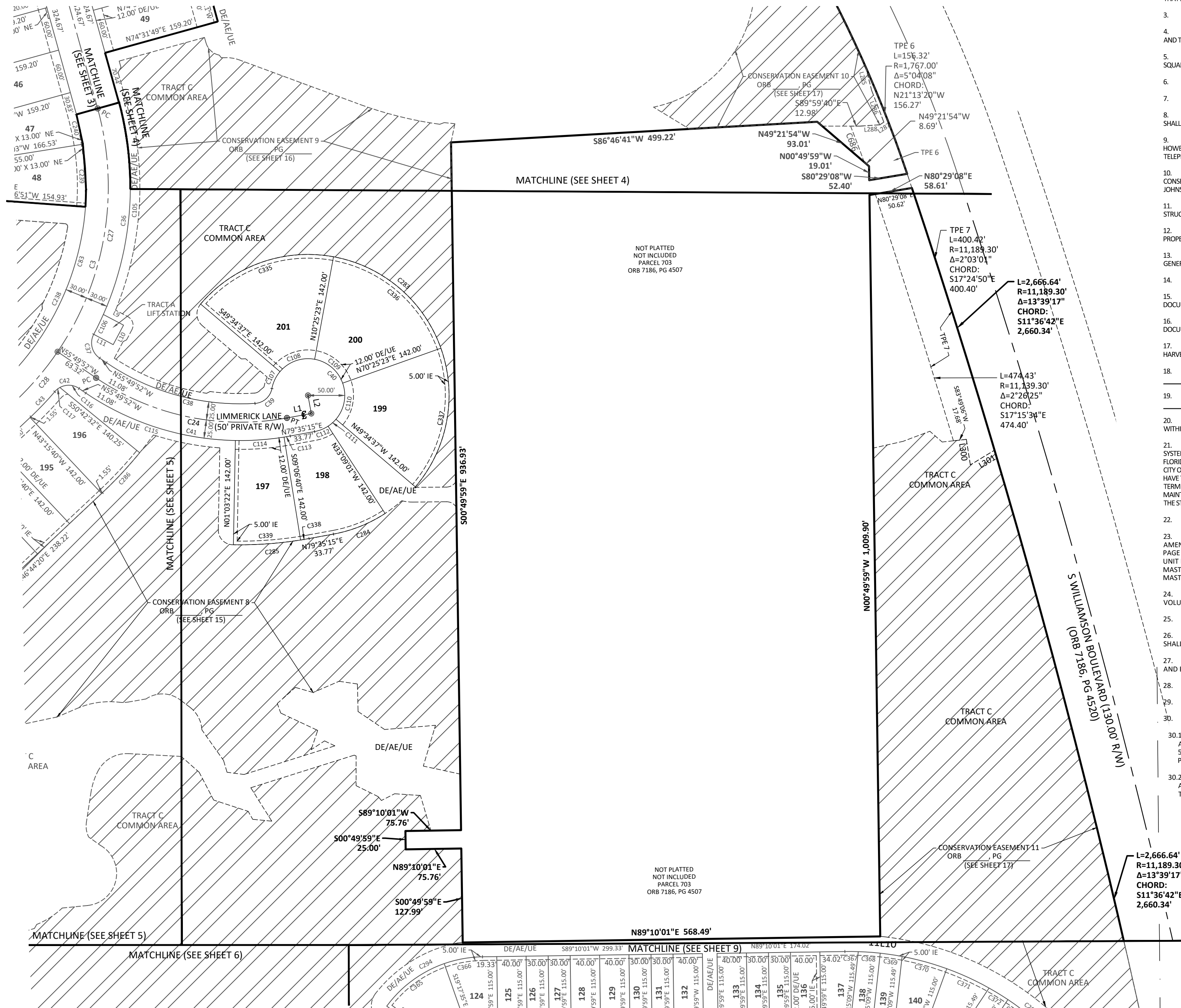
PAGE

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"

(NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.

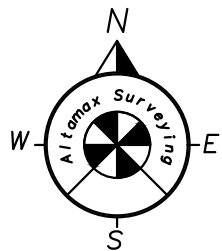
2. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301, AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453, AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C24	350.00'	44°24'53"	122.33'	N78°07'19"W	206.51'
C38	325.00'	37°39'50"	213.64'	S74°39'47"E	209.82'
C39	65.00'	75°40'00"	33.02'	N48°40'18"E	30.61'
C40	50.00'	248°44'54"	237.07'	N48°47'14"W	24.24'
C41	375.00'	44°34'53"	291.78'	S78°07'49"E	284.48'
C100	50.00'	25°25'00"	25.82'	N25°25'21"E	25.53'
C108	50.00'	60°00'00"	52.36'	N70°25'23"E	50.00'
C109	50.00'	60°00'00"	52.36'	N69°34'29"W	50.00'
C110	50.00'	60°00'00"	52.36'	S10°25'23"W	50.00'
C111	50.00'	18°25'25"	14.34'	S48°38'11"W	14.27'
C114	50.00'	25°44'10"	18.84'	S65°13'07"W	17.71'
C113	375.00'	1°18'06"	8.52'	S80°14'18"W	8.52'
C112	125.00'	10°10'01"	66.54'	N85°32'41"E	66.46'
C283	192.00'	180°00'00"	603.19'	N49°34'37"W	384.00'
C284	192.00'	17°44'16"	76.40'	N48°13'07"E	75.70'
C285	517.00'	11°28'07"	103.49'	S85°19'18"W	103.31'
C335	192.00'	60°00'00"	201.06'	S70°25'23"W	192.00'
C336	192.00'	60°00'00"	201.06'	S49°34'37"E	192.00'
C337	192.00'	60°00'00"	201.06'	S10°25'23"W	192.00'
C338	517.00'	11°28'07"	103.49'	S80°14'18"W	103.31'
C339	517.00'	10°10'01"	91.74'	S85°32'41"W	91.62'

LINE	BEARING	DISTANCE
L1	S79°35'15"W	33.77'
L2	S10°24'45"E	125.00'

GRAPHIC SCALE
0 100 200
1 INCH = 100 FEET

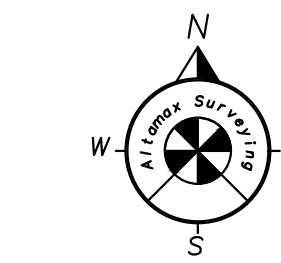


PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
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AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
E	- CENTERLINE SYMBOL	PC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

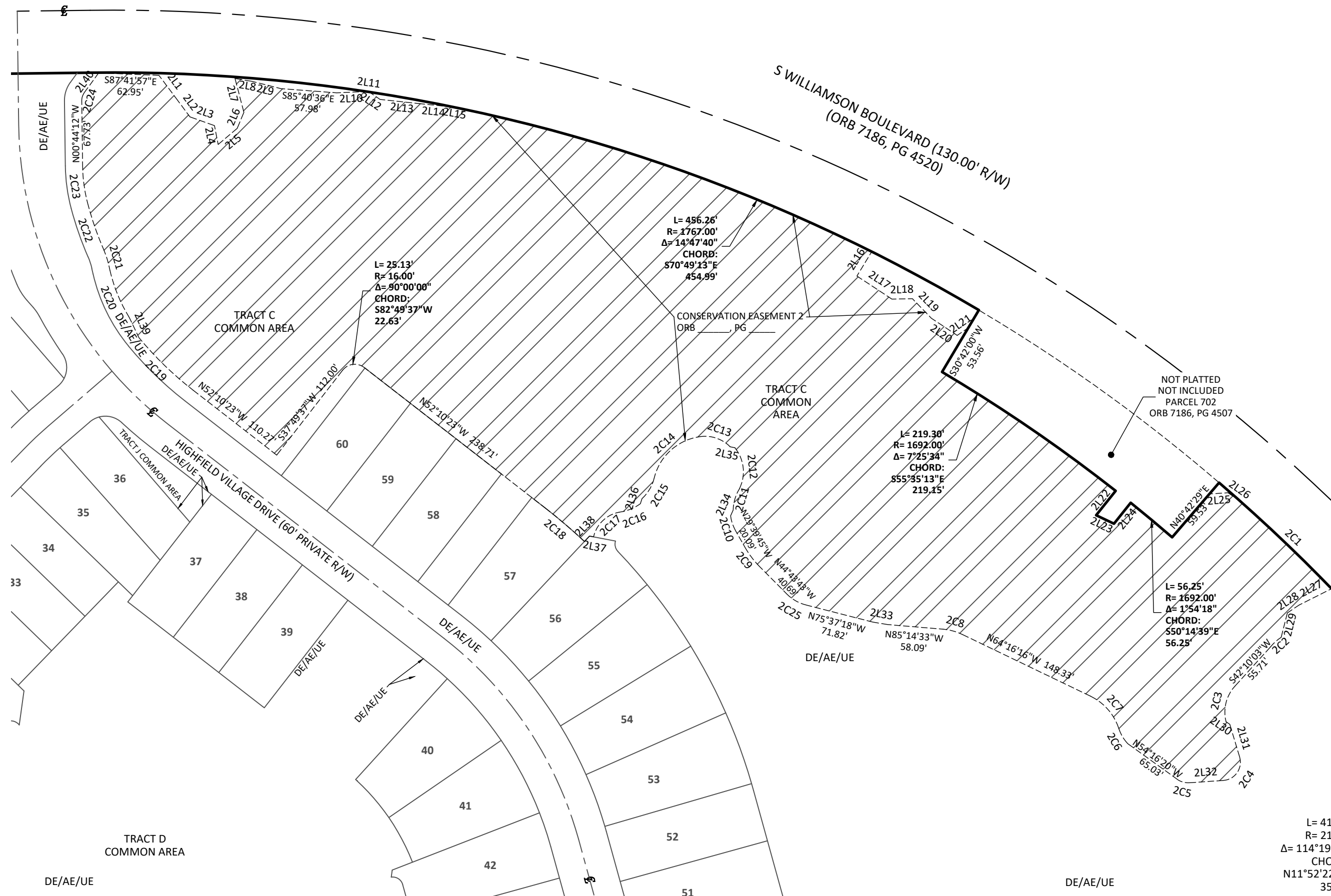
WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE	BEARING	DISTANCE
2L1	S36°46'00"E	30.41'
2L2	S36°37'05"E	23.56'
2L3	S70°24'41"E	27.12'
2L4	S11°02'21"E	20.01'
2L5	N49°49'33"E	25.92'
2L6	N22°47'53"E	18.14'
2L7	N14°42'31"W	36.47'
2L8	S80°35'29"E	17.81'
2L9	S75°52'08"E	31.29'
2L10	N87°30'02"E	30.53'
2L11	S81°35'04"E	3.73'
2L12	S55°25'39"E	13.57'
2L13	S83°56'54"E	41.44'
2L14	S84°12'03"E	32.43'
2L15	S80°35'30"E	9.05'
2L16	S31°12'01"W	29.75'
2L17	S56°36'31"E	43.61'
2L18	N89°02'00"E	21.41'
2L19	S44°11'57"E	28.41'
2L20	S56°24'35"E	32.21'
2L21	N55°40'30"E	14.03'
2L22	S38°33'48"W	32.58'
2L23	S64°39'24"E	20.54'
2L24	N38°33'48"E	27.92'
2L25	N86°17'05"E	19.33'
2L26	S55°12'11"E	16.32'
2L27	S63°18'21"W	37.69'
2L28	S56°12'04"W	14.97'
2L29	S14°05'48"W	26.23'
2L30	S55°40'07"E	4.73'
2L31	S16°40'01"E	35.59'
2L32	S86°08'50"W	35.67'
2L33	N80°25'56"W	15.60'
2L34	N23°55'29"E	6.53'
2L35	N78°16'00"W	5.04'
2L36	S17°29'11"W	5.50'
2L37	N79°04'50"W	4.29'
2L38	S43°12'55"W	7.73'
2L39	N25°36'34"W	23.09'
2L40	N35°58'00"E	25.36'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
2C1	1767.00'	131.01'	130.98'	N46°11'38"W	4°14'53"
2C2	45.35'	14.74'	14.68'	N48°13'18"E	18°37'44"
2C3	40.00'	38.64'	38.04'	N13°46'04"E	56°47'02"
2C4	19.00'	34.09'	29.70'	N34°44'25"E	102°48'39"
2C5	19.00'	11.80'	11.61'	S76°03'47"E	35°34'47"
2C6	43.00'	18.48'	18.34'	N30°25'19"W	24°37'35"
2C7	57.00'	45.92'	44.69'	S41°11'19"E	46°09'37"
2C8	57.00'	20.87'	20.75'	S74°45'25"E	20°58'29"
2C9	43.00'	23.19'	22.91'	S60°10'31"E	30°53'59"
2C10	43.00'	16.75'	16.64'	N18°30'30"W	22°18'46"
2C11	45.76'	23.51'	23.25'	N16°29'51"E	29°26'02"
2C12	40.00'	45.29'	42.91'	S06°21'47"E	64°52'28"
2C13	37.00'	33.84'	32.67'	N71°02'14"W	52°23'51"
2C14	57.00'	68.79'	64.69'	N48°11'39"E	69°08'46"
2C15	43.00'	25.45'	25.08'	N30°34'44"E	33°54'39"
2C16	48.01'	24.05'	23.80'	S68°08'24"W	28°42'09"
2C17	34.00'	39.18'	37.05'	N46°05'32"E	66°01'45"
2C18	573.00'	53.79'	53.77'	N49°28'44"W	5°22'43"
2C19	356.00'	78.80'	78.64'	S15°49'54"E	12°40'57"
2C20	164.00'	53.65'	53.41'	S22°15'48"E	18°44'35"
2C21	101.71'	21.98'	21.94'	N16°42'41"W	12°23'00"
2C22	339.33'	50.75'	50.70'	S19°11'05"E	8°34'07"
2C23	164.00'	40.54'	40.44'	S07°49'07"E	14°09'52"
2C24	14.00'	8.97'	8.82'	N17°36'54"E	36°13'18"
2C25	43.00'	23.19'	22.91'	N60°10'31"W	30°53'59"



LINE	BEARING	DISTANCE
1L1	S88°35'54"E	60.06'
1L2	S83°02'18"E	54.06'
1L3	N85°51'56"W	32.15'
1L4	S01°48'01"E	7.49'
1L5	S43°01'14"E	41.49'
1L7	S20°31'09"W	32.50'
1L8	N64°20'10"W	29.50'
1L9	N42°43'03"W	7.49'
1L10	N83°39'02"W	24.63'
1L11	N42°31'17"W	43.61'
1L12	N57°01'58"W	34.90'
1L13	N21°31'50"W	7.77'
1L14	N43°27'21"W	56.36'
1L15	N45°45'04"E	18.70'
1L16	N44°14'56"W	25.19'
1L17	S47°44'44"W	14.52'

GENERAL NOTES:

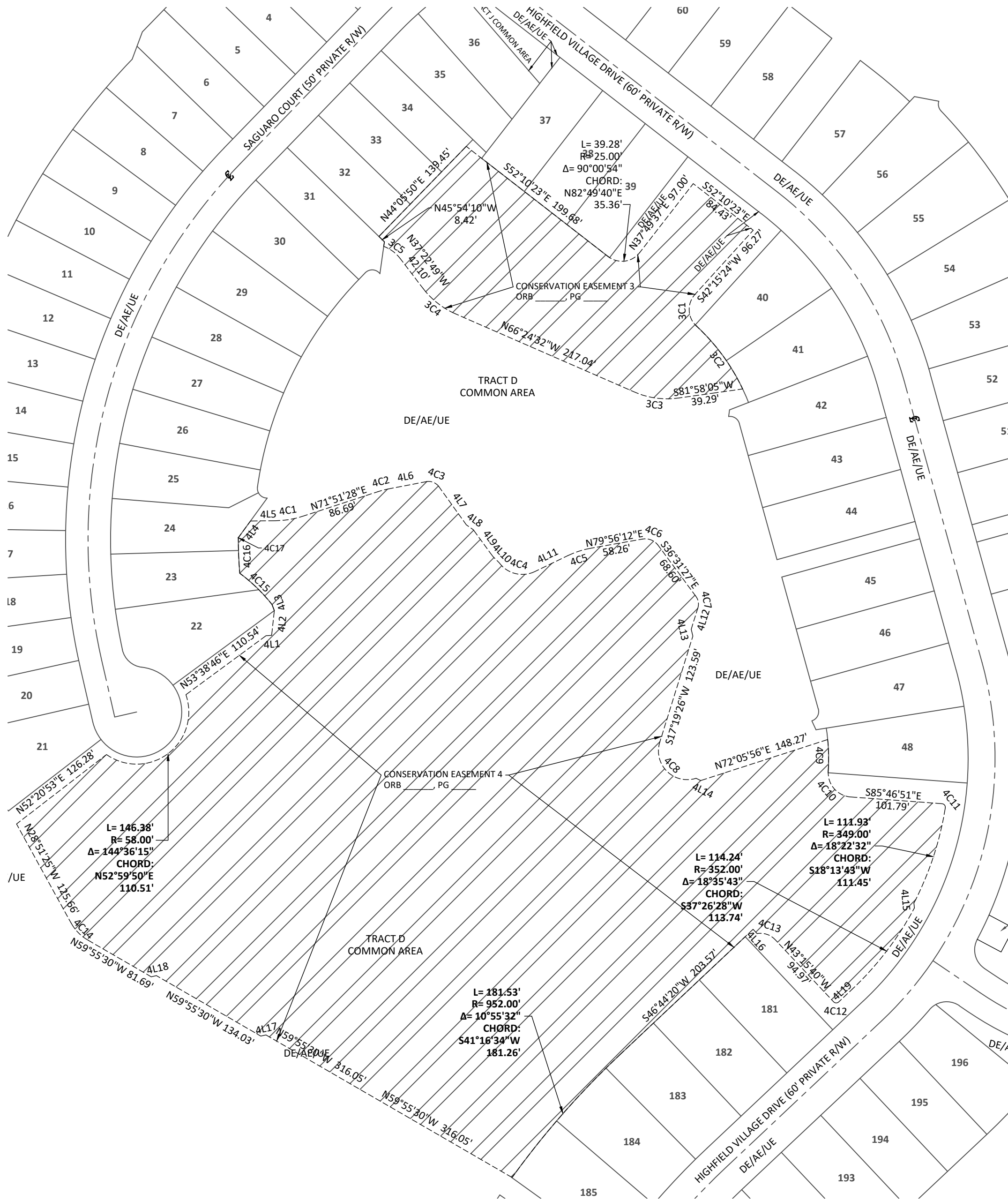
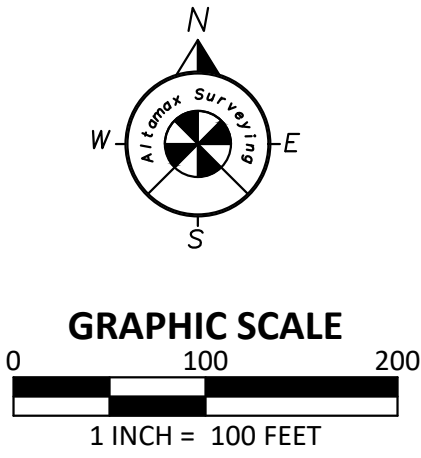
1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.280833333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6399, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
 - 30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
 - 30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGEND		LEGEND	
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
CL	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	R	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
3C1	25.00'	39.06'	35.21'	S02°30'57\"E	89°31'48\"
3C2	238.00'	87.31'	86.78'	S36°19'11\"E	21°56'29\"
3C3	91.00'	50.23'	49.59'	N82°13'13\"W	31°37'22\"
3C4	91.00'	46.10'	45.61'	N51°53'41\"W	29°01'36\"
3C5	40.39'	22.88'	22.58'	N53°36'42\"W	32°27'46\"

LINE	BEARING	DISTANCE
4L1	N86°04'23\"E	6.26'
4L2	N06°09'18\"E	27.61'
4L3	N20°53'29\"W	7.25'
4L4	N36°08'18\"E	22.25'
4L5	N89°11'28\"E	27.71'
4L6	N79°04'59\"E	43.12'
4L7	S35°42'59\"E	52.23'
4L8	S54°42'08\"E	9.48'
4L9	S36°15'48\"E	36.68'
4L10	S45°00'54\"E	9.86'
4L11	N64°16'45\"E	40.81'
4L12	S17°19'26\"W	23.11'
4L13	S13°46'01\"E	7.75'
4L14	S63°57'03\"E	5.76'
4L15	S06°13'41\"E	5.36'
4L16	N43°15'40\"W	6.56'
4L17	S77°41'35\"W	5.93'
4L18	S77°08'19\"W	5.87'
4L19	S46°40'20\"W	20.65'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
4C1	101.48'	32.08'	31.95'	N80°31'28\"E	18°06'52\"
4C2	94.00'	11.86'	11.85'	N75°28'13\"E	7°13'40\"
4C3	14.00'	15.93'	15.09'	S68°19'00\"E	65°12'02\"
4C4	32.00'	44.38'	40.91'	S75°59'32\"E	79°28'02\"
4C5	98.00'	26.78'	26.70'	N72°06'29\"E	15°39'32\"
4C6	18.00'	18.96'	18.95'	S68°17'37\"E	63°32'21\"
4C7	18.00'	16.92'	16.30'	S09°36'01\"E	53°50'53\"
4C8	32.00'	69.95'	56.83'	S45°17'19\"E	125°14'18\"
4C9	215.00'	35.11'	35.07'	S00°55'57\"E	9°21'23\"
4C10	27.00'	42.19'	38.03'	S41°01'03\"E	89°32'22\"
4C11	4.00'	6.62'	5.89'	S38°22'12\"E	94°49'33\"
4C12	4.00'	6.29'	5.66'	N88°15'40\"W	90°03'49\"
4C13	22.00'	21.87'	20.98'	N71°44'00\"W	56°57'20\"
4C14	49.10'	26.62'	26.30'	N44°23'28\"W	31°04'05\"
4C15	192.00'	50.00'	49.86'	N45°54'02\"W	14°55'16\"
4C16	433.00'	38.92'	38.91'	N02°23'38\"W	5°09'01\"
4C17	2.00'	1.25'	1.23'	N18°09'55\"E	35°49'02\"

SHEET 12 OF 18

MAP BOOK

PAGE

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4\"X 4\" CONCRETE MONUMENT STAMPED \"PRM LB 7833\", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (PCP) STAMPED \"PCP LB 7833\"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2\" IR STAMPED \"PRM LB 7833\"
(NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
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5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12\"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM \"UTILITIES\" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
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13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
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15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
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17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
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23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS \"E\" AND \"G\" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS (\"CSE\") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THOUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGEND			
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
CE	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
A	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SHEET 13 OF 18

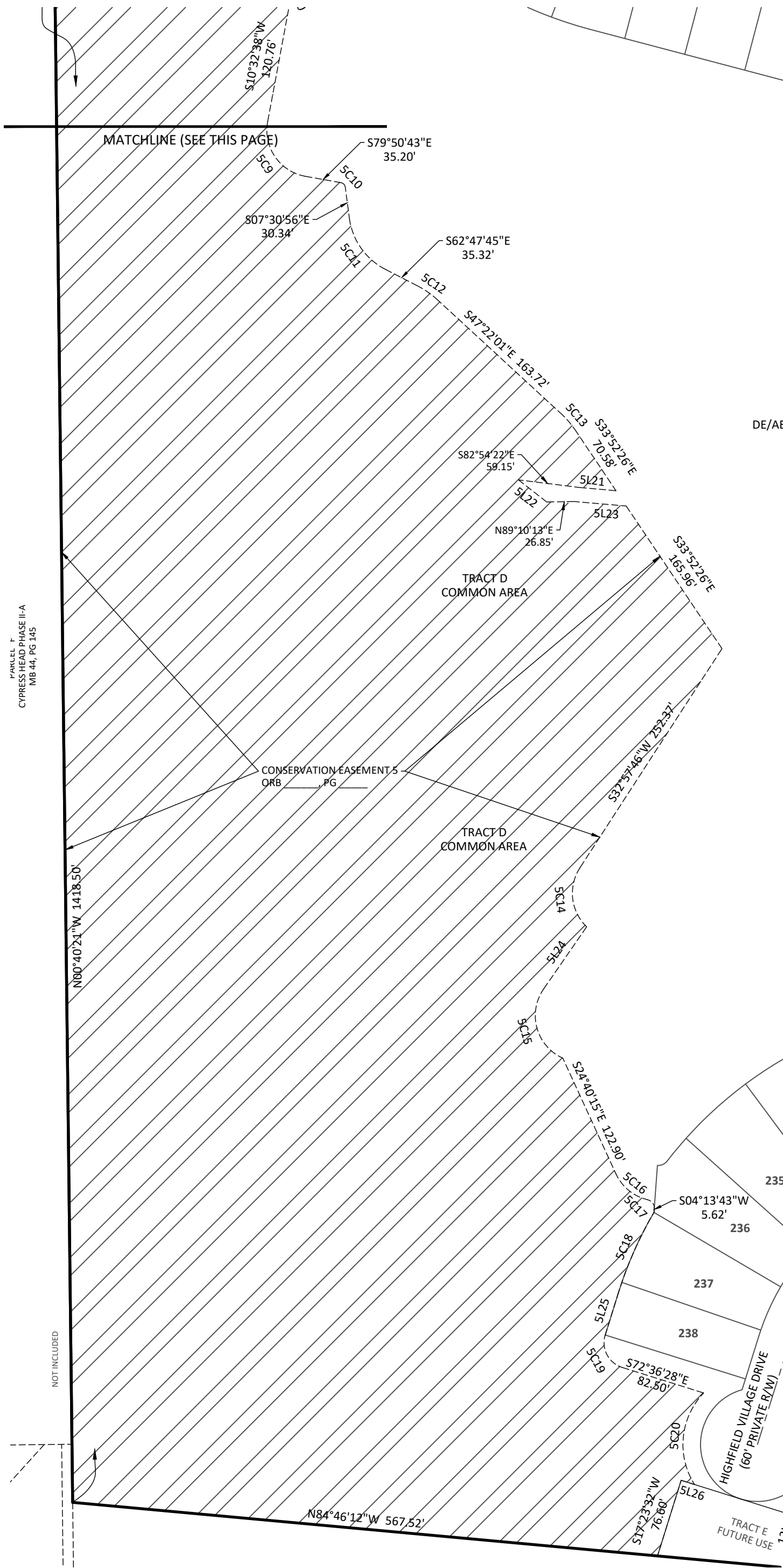
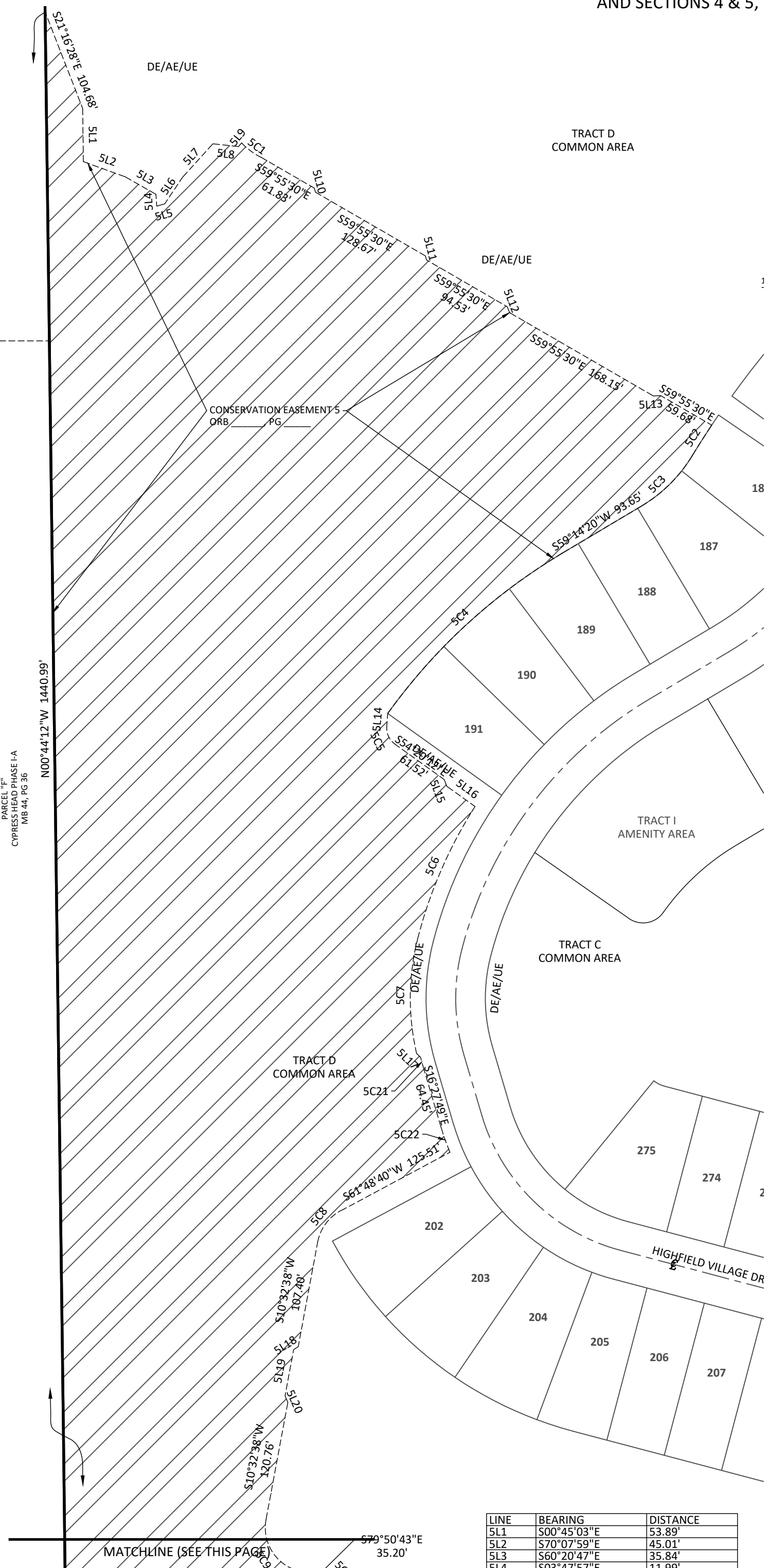
MAP BOOK

PAGE

GENERAL NOTES:

- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
- DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
- 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 VOLUSIA COUNTY, FLORIDA.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.37/12 = 3.2808333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
- UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
- THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
- ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
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DE/AE

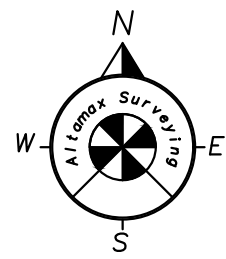


PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

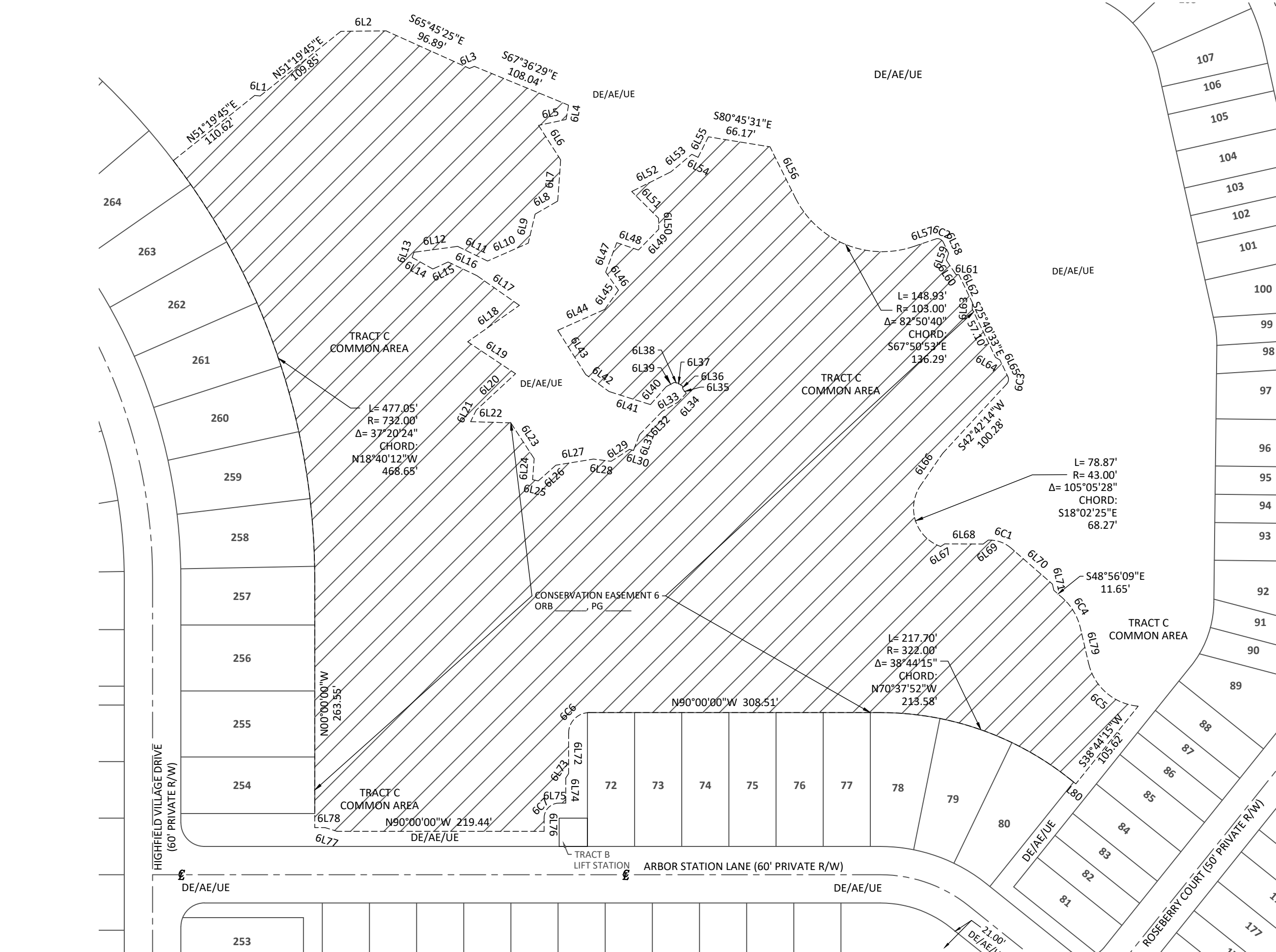
AE	- ACCESS EASEMENT	LEGEND	
C	- CENTERLINE SYMBOL	PT	- POINT OF TANGENCY
Δ	- CENTRAL ANGLE	NE	- NON-VEHICULAR ACCESS EASEMENT
CSE	- COMPENSATING STORAGE EASEMENT	R	- RADIUS
D	- DRAINAGE EASEMENT	R/W	- RIGHT-OF-WAY
LE	- LENGTH	TPE	- TREE PRESERVATION EASEMENT
LB	- LICENSED BUSINESS	UE	- UTILITY EASEMENT
MB	- MAP BOOK	IE	- IRRIGATION EASEMENT
NR	- NON RADIAL		
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PCC	- POINT OF COMPOUND CURVATURE		
PG	- PAGE		
POB	- POINT OF BEGINNING		
PRM	- PERMANENT REFERENCE MONUMENT		
PSM	- PROFESSIONAL SURVEYOR AND MAPPER		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



GRAPHIC SCALE
0 100 200
1 INCH = 100 FEET



LINE	BEARING	DISTANCE
6L1	S83°40'15\"E	5.66'
6L2	N89°28'00\"E	47.92'
6L3	N67°23'31\"E	5.66'
6L4	S09°35'42\"W	15.41'
6L5	S77°54'49\"W	29.86'
6L6	S32°36'06\"E	43.53'
6L7	S04°08'41\"W	43.78'
6L8	S60°01'00\"W	27.66'
6L9	S13°16'11\"W	31.62'
6L10	S66°13'43\"W	47.13'
6L11	N63°53'58\"W	35.37'
6L12	S82°21'00\"W	46.71'
6L13	S19°37'45\"W	5.88'
6L14	S60°52'20\"E	25.11'
6L15	N65°31'40\"E	17.87'
6L16	S64°37'16\"E	33.69'
6L17	S55°01'33\"E	55.07'
6L18	S54°50'37\"W	67.12'
6L19	S56°20'45\"E	61.03'
6L20	S47°08'57\"W	57.03'
6L21	S25°58'09\"W	13.45'
6L22	S88°17'13\"E	42.66'
6L23	S33°08'19\"E	45.33'
6L24	S04°14'39\"W	22.36'
6L25	S77°28'21\"E	6.15'
6L26	N48°07'20\"E	25.00'
6L27	N80°46'15\"E	40.45'
6L28	S82°45'48\"E	18.85'
6L29	N57°04'46\"E	23.35'
6L30	S73°13'38\"E	4.31'
6L31	N20°48'34\"E	17.90'
6L32	N44°07'06\"E	34.55'
6L33	N59°53'59\"E	19.39'
6L34	N42°46'11\"E	12.91'
6L35	N39°20'47\"W	5.50'
6L36	N06°15'41\"W	3.28'
6L37	N56°30'00\"W	6.12'
6L38	N81°28'36\"W	4.00'
6L39	S61°57'32\"W	9.32'
6L40	S41°18'30\"W	25.44'

LINE	BEARING	DISTANCE
6L41	N72°28'53\"W	46.07'
6L42	N53°53'46\"W	30.62'
6L43	N32°17'35\"W	55.48'
6L44	N65°58'40\"E	54.49'
6L45	N35°37'09\"E	25.03'
6L46	N35°12'23\"W	23.51'
6L47	N20°38'22\"E	33.34'
6L48	S71°14'37\"E	24.28'
6L49	N44°15'14\"E	30.50'
6L50	N01°31'08\"W	11.68'
6L51	N45°06'40\"W	40.06'
6L52	N63°19'23\"E	46.58'
6L53	N49°53'59\"E	28.88'
6L54	S63°59'28\"E	7.40'
6L55	N26°46'43\"E	24.36'
6L56	S26°25'40\"E	60.36'
6L57	N71°11'23\"E	25.06'
6L58	S25°40'33\"E	12.96'
6L59	S18°47'19\"W	7.62'
6L60	S33°47'34\"E	18.38'
6L61	S86°50'32\"E	3.13'
6L62	S25°40'33\"E	33.08'
6L63	S02°02'23\"W	6.45'
6L64	S60°30'11\"E	5.25'
6L65	S25°40'33\"E	19.66'
6L66	S34°30'10\"W	41.12'
6L67	N57°30'41\"E	5.25'
6L68	S89°43'06\"E	40.67'
6L69	N52°49'04\"E	6.95'
6L70	S48°56'09\"E	58.06'
6L71	S12°43'59\"E	6.77'
6L72	S00°00'00\"E	42.75'
6L73	S32°56'02\"W	5.52'
6L74	S00°00'00\"E	26.62'
6L75	N90°00'00\"W	7.00'
6L76	S00°00'00\"E	14.00'
6L77	N72°50'40\"W	13.56'
6L78	S89°55'19\"W	10.75'
6L79	S12°59'55\"E	38.38'
6L80	N51°15'45\"W	7.63'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
6C1	35.00'	26.33'	25.71'	S70°29'00\"E	43°05'48\"
6C2	7.00'	8.53'	8.02'	S60°36'05\"E	69°49'08\"
6C3	7.00'	8.39'	7.90'	S08°41'34\"W	68°42'19\"
6C4	61.00'	38.26'	37.64'	S30°58'02\"E	35°56'26\"
6C5	59.00'	74.43'	69.59'	S49°08'06\"E	72°16'41\"
6C6	22.00'	34.55'	31.11'	S45°00'00\"W	89°59'24\"
6C7	16.00'	25.14'	22.63'	S45°00'00\"W	90°00'47\"

GENERAL NOTES:

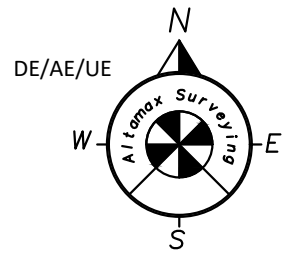
1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4\"X 4\" CONCRETE MONUMENT STAMPED \"PRM LB 7833\", UNLESS OTHERWISE NOTED.
2. DENOTES PERMANENT CONTROL POINT (PCP) STAMPED \"PCP LB 7833\"
3. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2\" IR STAMPED \"PRM LB 7833\"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333333 EQLATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
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6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12\"E.
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8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH 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.
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11. THE TERM \"UTILITIES\" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
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15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
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20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS \"E\" AND \"G\" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS (\"CSE\") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
 - 30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THOUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
 - 30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

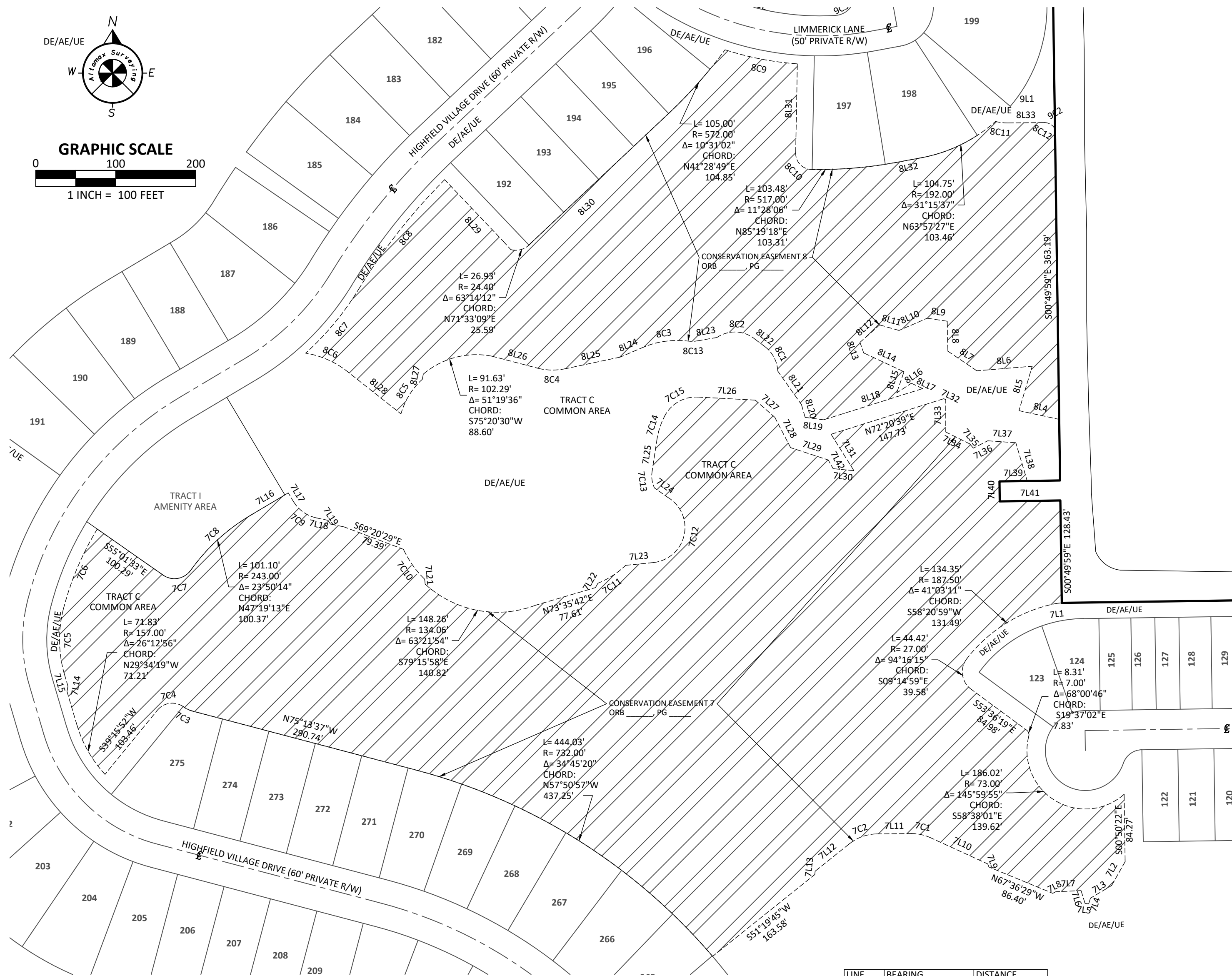
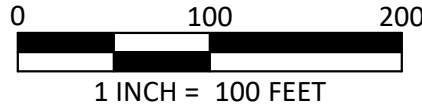
LEGEND	
AE	- ACCESS EASEMENT
CL	- CENTERLINE SYMBOL
A	- CENTRAL ANGLE
CSE	- COMPENSATING STORAGE EASEMENT
DE	- DRAINAGE EASEMENT
L	- LENGTH
LB	- LICENSED BUSINESS
MB	- MAP BOOK
NE	- NON-VEHICULAR ACCESS EASEMENT
NR	- NON RADIAL
ORB	- OFFICIAL RECORDS BOOK
PC	- POINT OF CURVATURE
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRM	- PERMANENT REFERENCE MONUMENT
PSM	- PROFESSIONAL SURVEYOR AND MAPPER
PT	- POINT OF TANGENCY
R	- RADIUS
TPE	- TREE PRESERVATION EASEMENT
R/W	- RIGHT-OF-WAY
UE	- UTILITY EASEMENT
IE	- IRRIGATION EASEMENT

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



GRAPHIC SCALE



LINE	BEARING	DISTANCE
7L1	S84°49'36"W	6.68'
7L2	S29°30'27"W	34.25'
7L3	S59°08'00"W	30.78'
7L4	S17°30'39"W	7.47'
7L5	N84°02'29"W	4.59'
7L6	N17°15'48"W	16.86'
7L7	S87°22'23"W	31.66'
7L8	S62°25'17"W	4.20'
7L9	N20°24'52"W	4.10'
7L10	N65°24'52"W	78.85'
7L11	S89°28'00"W	47.84'
7L12	S51°19'45"W	54.94'
7L13	S06°19'45"W	4.24'
7L14	N09°58'02"E	6.74'
7L15	N16°27'49"W	15.00'
7L16	N59°14'20"E	56.02'
7L17	S30°45'40"E	12.07'
7L18	S78°22'45"E	14.14'
7L19	S33°32'22"E	5.67'
7L20	S78°22'45"E	17.22'
7L21	S06°23'36"E	6.20'

LINE	BEARING	DISTANCE
L22	N29°56'41"E	6.31'
L23	N84°16'19"E	34.64'
L24	N54°34'24"W	19.39'
L25	N08°37'14"E	40.80'
L26	S86°59'51"E	71.95'
L27	S48°39'09"E	32.60'
L28	S27°31'29"E	42.75'
L29	S71°51'58"E	49.57'
L30	S84°30'36"E	26.10'
L31	N32°06'13"W	53.73'
L32	S64°26'36"E	2.69'
L33	S00°00'23"W	40.41'
L34	S63°38'14"E	33.42'
L35	S40°39'28"E	7.04'
L36	N63°06'36"E	20.21'
L37	S86°09'48"E	35.13'
L38	S16°33'15"E	49.90'
L39	S89°10'01"W	34.65'
L40	S00°49'59"E	25.00'
L41	N89°10'01"E	75.76'
L42	S29°12'09"E	12.39'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
7C1	56.00'	24.55'	24.35'	N77°58'26"W	25°06'50"
7C2	56.00'	37.27'	36.59'	S70°23'53"W	38°08'12"
7C3	28.00'	11.97'	11.88'	N62°58'52"W	24°29'45"
7C4	24.00'	35.77'	32.55'	S81°47'11"W	85°23'41"
7C5	154.00'	83.30'	82.29'	N00°58'06"W	30°59'23"
7C6	369.00'	108.67'	108.28'	N22°57'50"E	16°52'26"
7C7	25.00'	39.08'	35.22'	N80°11'16"E	89°33'44"
7C8	243.00'	101.10'	100.37'	N47°19'13"E	23°50'14"
7C9	45.00'	37.40'	36.33'	S54°34'12"E	47°36'55"
7C10	130.00'	46.14'	45.90'	S35°21'01"E	20°20'11"
7C11	110.00'	41.53'	41.28'	N57°11'42"E	21°37'47"
7C12	44.00'	111.16'	83.87'	N11°53'30"E	144°45'13"
7C13	34.00'	20.51'	20.20'	N08°39'24"W	34°33'43"
7C14	94.07'	31.63'	31.48'	N18°15'32"E	19°15'52"
7C15	43.99'	49.96'	47.32'	N60°28'31"E	65°04'29"
7C16	1767.00'	969.51'	957.39'	S75°01'07"E	31°26'12"
7C17	1767.00'	308.65'	308.26'	S54°17'46"E	10°00'29"
7C18	1767.00'	5.31'	5.31'	S18°36'06"E	0°10'20"

LINE	BEARING	DISTANCE
8L1	S80°29'08"W	52.40'
8L2	N00°49'59"W	19.01'
8L3	N49°21'54"W	93.01'
8L4	N77°45'40"W	51.42'
8L5	N16°35'27"E	57.95'
8L6	S85°15'43"W	69.48'
8L7	N55°49'11"W	43.71'
8L8	N01°21'14"W	37.44'
8L9	N81°34'04"W	25.29'
8L10	S66°33'53"W	38.36'
8L11	N74°06'54"W	25.19'
8L12	S48°27'48"W	32.85'
8L13	S19°27'42"E	13.94'
8L14	S64°49'55"E	55.62'
8L15	S18°55'52"W	27.85'
8L16	N56°35'45"E	21.94'
8L17	S64°26'36"E	15.60'
8L18	S72°30'39"W	129.73'
8L19	N82°34'55"W	23.28'
8L20	N16°21'10"W	16.75'
8L21	N35°16'54"W	51.08'
8L22	N53°11'56"W	14.56'
8L23	S80°02'18"W	24.50'
8L24	S66°53'34"W	30.58'
8L25	S78°00'49"W	71.20'
8L26	N75°15'54"W	61.87'
8L27	S10°56'20"W	6.64'
8L28	N51°40'54"W	86.29'
8L29	S43°33'34"E	120.88'
8L30	N46°44'20"E	238.22'
8L31	S07°03'22"W	111.57'
8L32	N79°35'15"E	33.77'
8L33	N89°28'23"E	45.92'

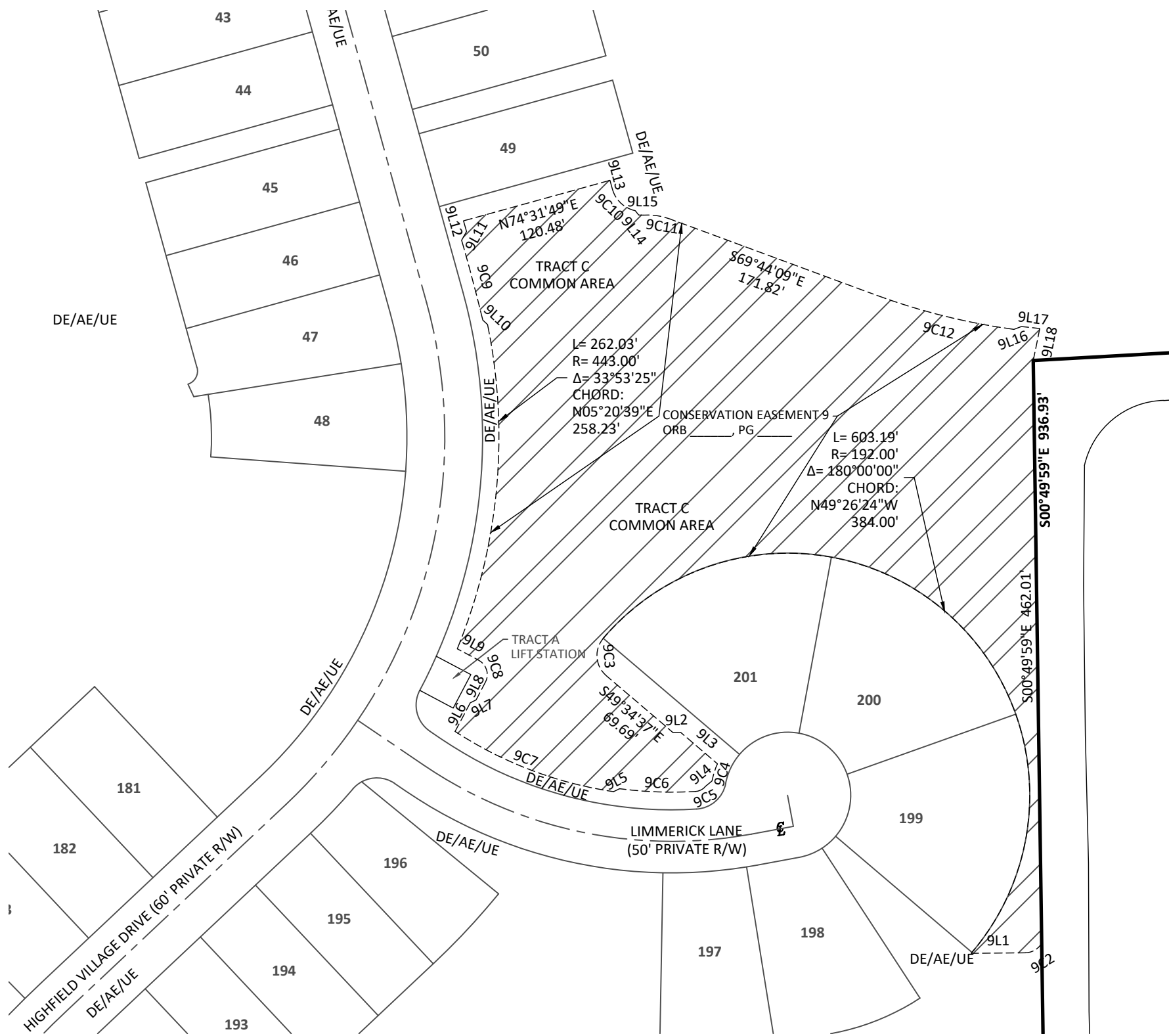
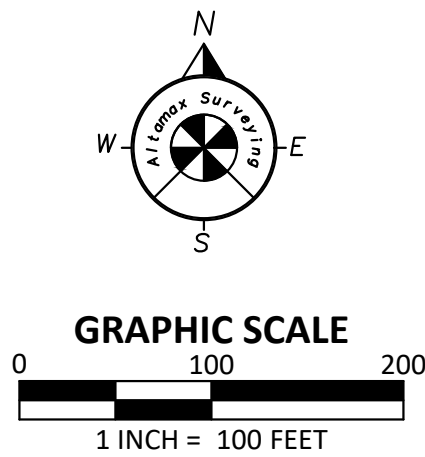
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
8C1	41.51'	55.81'	34.71'	N27°44'28"W	49°25'42"
8C2	40.00'	52.03'	48.44'	N86°50'58"W	74°31'47"
8C3	110.00'	57.98'	57.31'	S81°59'31"W	30°11'58"
8C4	79.55'	31.13'	30.93'	N89°33'53"W	22°25'12"
8C5	93.01'	51.44'	50.79'	S31°42'03"W	31°41'24"
8C6	112.90'	56.68'	56.09'	N66°29'26"W	28°45'59"
8C7	360.00'	104.21'	103.85'	N39°40'42"E	16°35'10"
8C8	740.00'	174.44'	174.04'	N38°08'20"E	13°30'24"
8C9	386.00'	32.28'	32.06'	S78°58'35"E	13°41'51"
8C10	20.04'	32.42'	29.00'	S45°20'23"E	92°41'50"
8C11	60.00'	15.31'	15.27'	S83°12'54"E	14°37'17"
8C12	15.00'	16.14'	15.37'	S59°41'57"E	61°38'20"
8C13	40.00'	11.90'	11.86'	S88°33'53"W	17°03'04"
8C14	1767.00'	943.84'	932.66'	S33°59'24"E	30°36'16"

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION, SYSTEMS, PORTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
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22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
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WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE	BEARING	DISTANCE
9L1	S89°28'23\"W	42.98'
9L2	N87°59'41\"E	5.93'
9L3	S49°34'37\"E	38.35'
9L4	S50°15'10\"W	6.89'
9L5	S63°36'05\"W	5.31'
9L6	N27°51'35\"E	25.68'
9L7	N63°12'09\"E	5.19'
9L8	N27°51'35\"E	15.78'
9L9	N62°08'25\"W	19.09'
9L10	N47°22'16\"W	5.17'
9L11	N29°18'44\"E	7.92'
9L12	N15°52'23\"W	8.82'
9L13	S15°28'11\"E	7.27'
9L14	S37°36'54\"E	4.31'
9L15	S89°13'25\"E	3.87'
9L16	N69°13'58\"E	6.34'
9L17	S83°51'06\"E	14.69'
9L18	S11°34'39\"W	25.80'
9L19	S80°29'08\"W	52.40'
9L20	N00°49'59\"W	19.01'
9L21	N49°21'54\"W	93.01'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
9C1	1767.00'	943.84'	932.66'	S33°59'24\"E	30°36'16\"
9C2	15.00'	15.75'	15.04'	S59°23'17\"W	60°10'35\"
9C3	21.00'	32.99'	29.70'	S04°34'37\"E	90°00'21\"
9C4	61.13'	14.27'	14.24'	S17°31'57\"W	13°22'38\"
9C5	11.00'	8.98'	8.73'	S63°07'56\"W	46°45'32\"
9C6	311.00'	60.39'	60.30'	N87°55'55\"W	11°07'36\"
9C7	314.00'	135.48'	134.43'	N69°12'21\"W	24°43'15\"
9C8	13.00'	20.41'	18.38'	N17°08'25\"W	89°58'13\"
9C9	1450.52'	65.52'	65.51'	N14°49'22\"W	2°35'16\"
9C10	24.00'	26.25'	24.96'	S46°48'31\"E	62°39'52\"
9C11	52.00'	21.41'	21.26'	S81°32'03\"E	23°35'29\"
9C12	520.96'	115.16'	114.93'	S75°54'35\"E	12°39'57\"

SHEET 16 OF 18

MAP BOOK

PAGE

GENERAL NOTES:

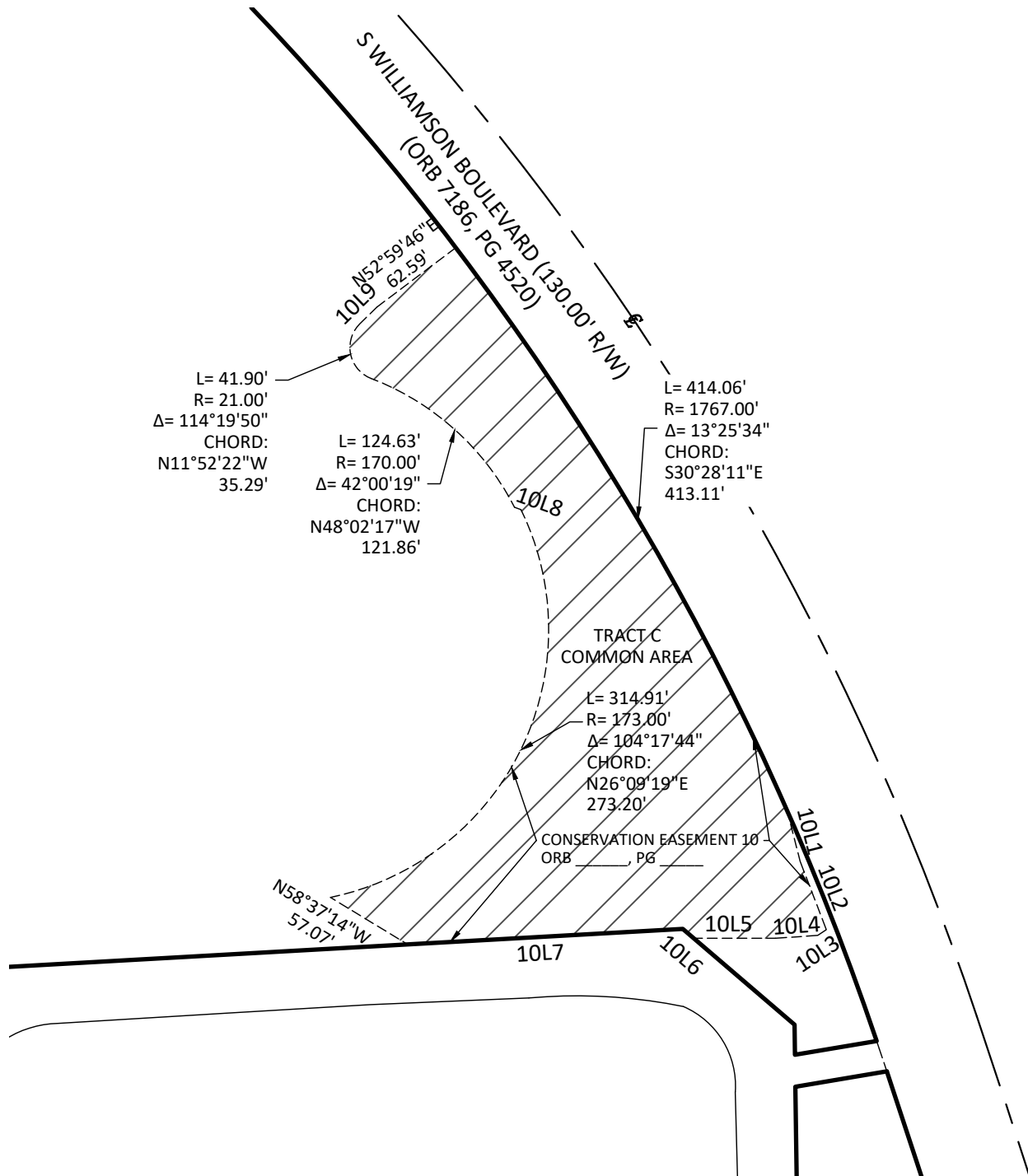
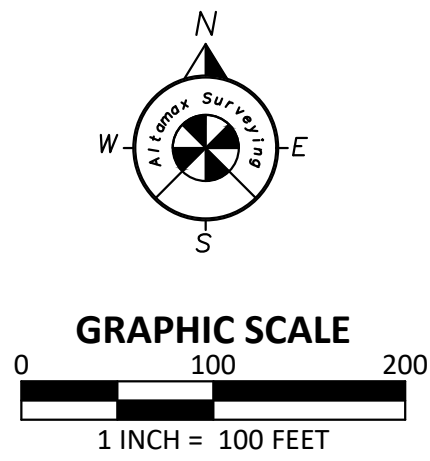
- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4\"X 4\" CONCRETE MONUMENT STAMPED \"PRM LB 7833\", UNLESS OTHERWISE NOTED.
- DENOTES PERMANENT CONTROL POINT (PCP) STAMPED \"PCP LB 7833\".
- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2\" IR STAMPED \"PRM LB 7833\".
- DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
- 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 SUPERPLANTED 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 VOLUSIA COUNTY, FLORIDA.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.38083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12\"E.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
- UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
- THE TERM \"UTILITIES\" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
- ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
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- TRACTS \"E\" AND \"G\" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
- THE COMPENSATING STORAGE EASEMENTS (\"CSE\") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
- THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
- REAR SETBACKS:
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

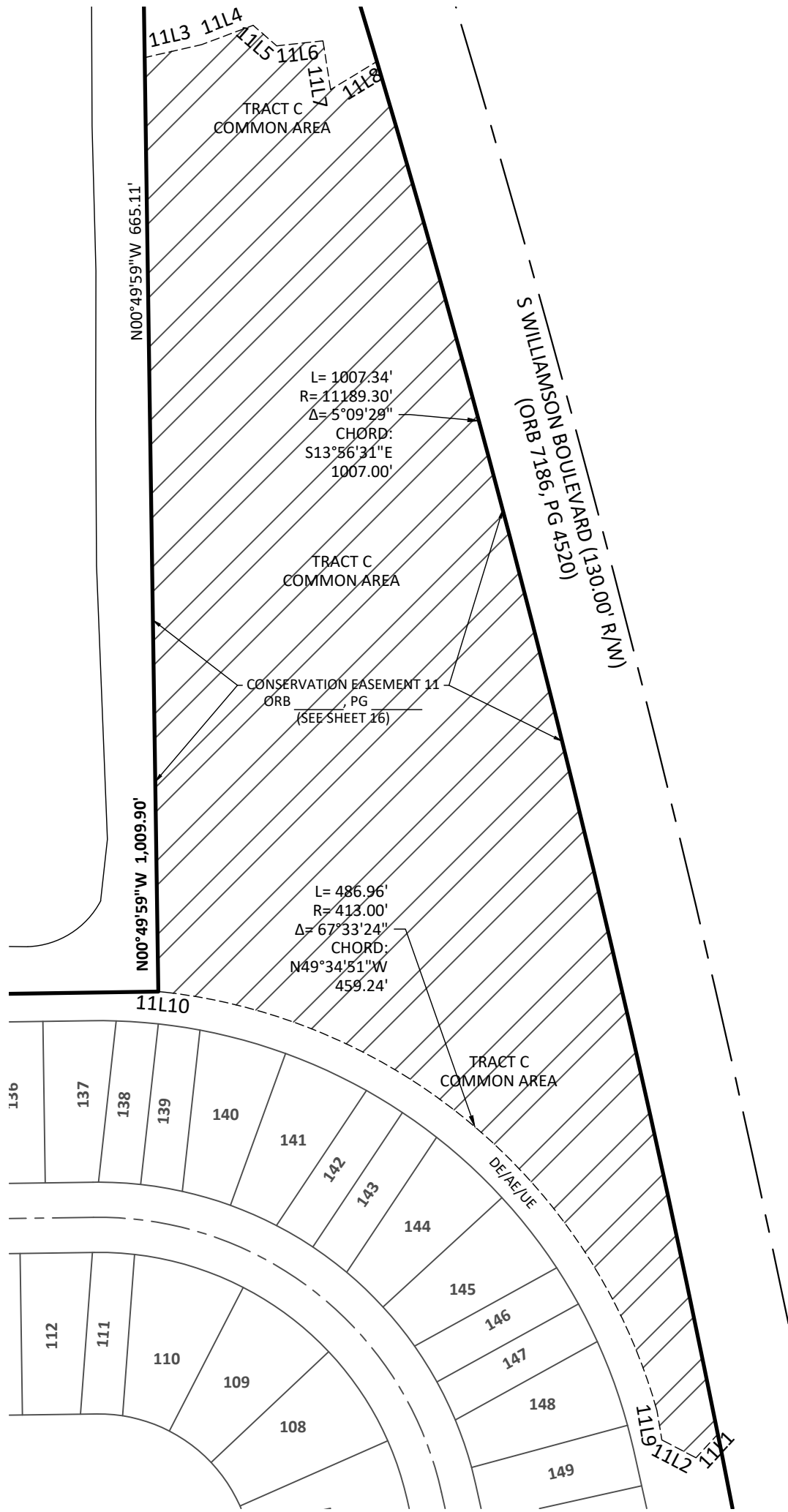
LEGEND			
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
CL	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE	BEARING	DISTANCE
10L1	S14°18'39"E	32.97'
10L2	S20°59'48"E	46.35'
10L3	S56°12'03"W	6.54'
10L4	S86°07'46"W	26.90'
10L5	N89°59'40"W	51.58'
10L6	N49°21'54"W	9.07'
10L7	S86°46'41"W	174.29'
10L8	N70°23'22"W	4.33'
10L9	N45°38'59"E	15.07'



LINE	BEARING	DISTANCE
11L1	S42°47'37"W	22.92'
11L2	N62°16'53"W	27.40'
11L3	N77°11'59"E	41.57'
11L4	N69°28'43"E	39.18'
11L5	S48°51'24"E	22.21'
11L6	N83°49'06"E	33.13'
11L7	S08°54'40"E	35.18'
11L8	N58°40'23"E	38.59'
11L9	N09°29'04"W	21.26'
11L10	N85°19'50"W	5.30'

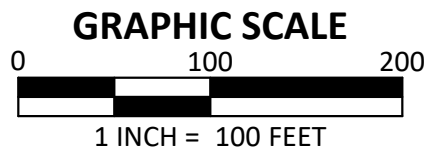
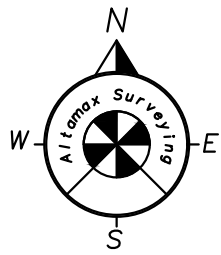
- GENERAL NOTES:
1. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
 2. DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
 3. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
 - (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
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 19. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
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 23. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT. AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 LIEB 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 24. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
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 29. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
 30. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 31. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
 32. REAR SETBACKS:
 - 30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
 - 30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
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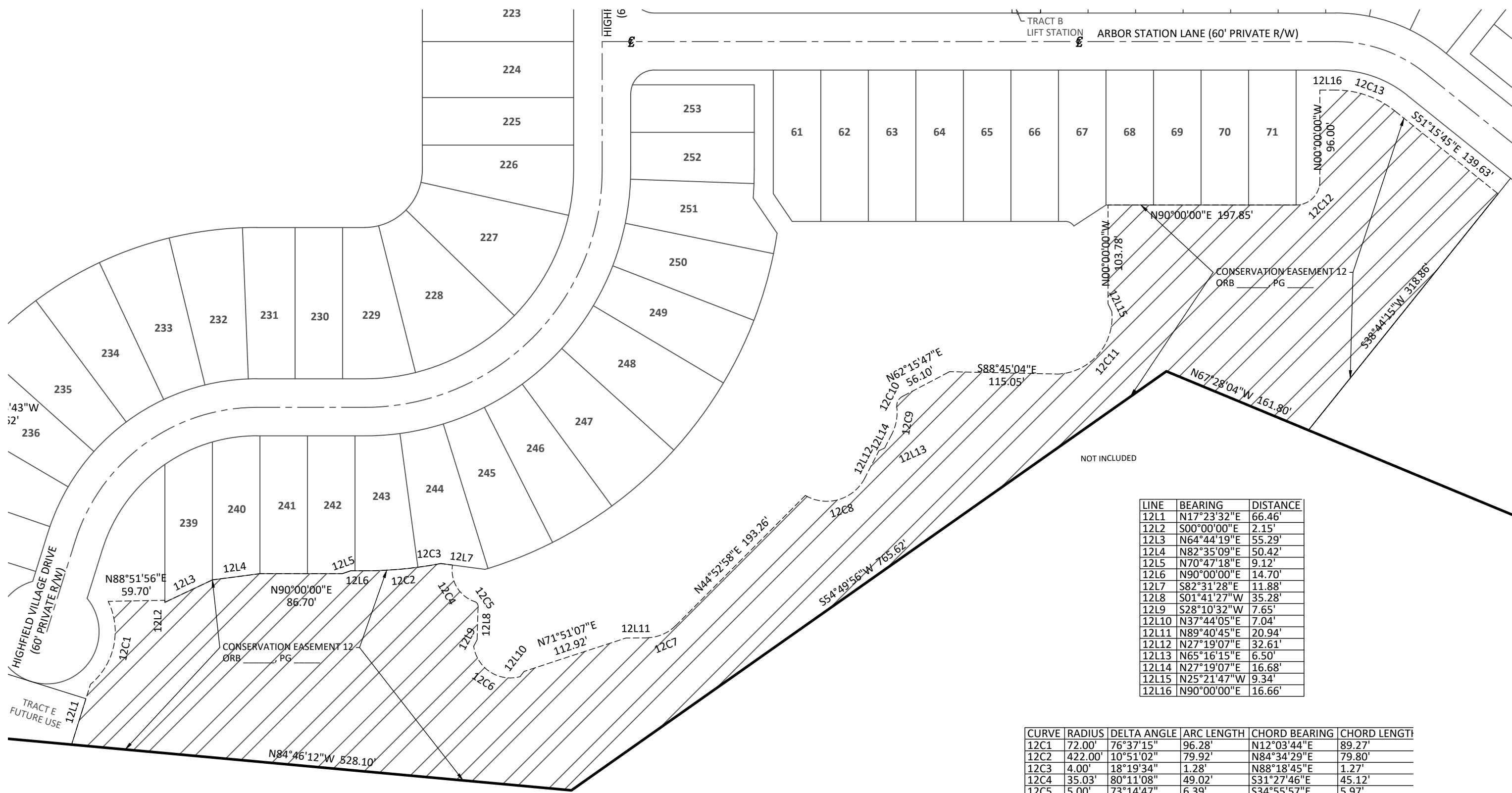
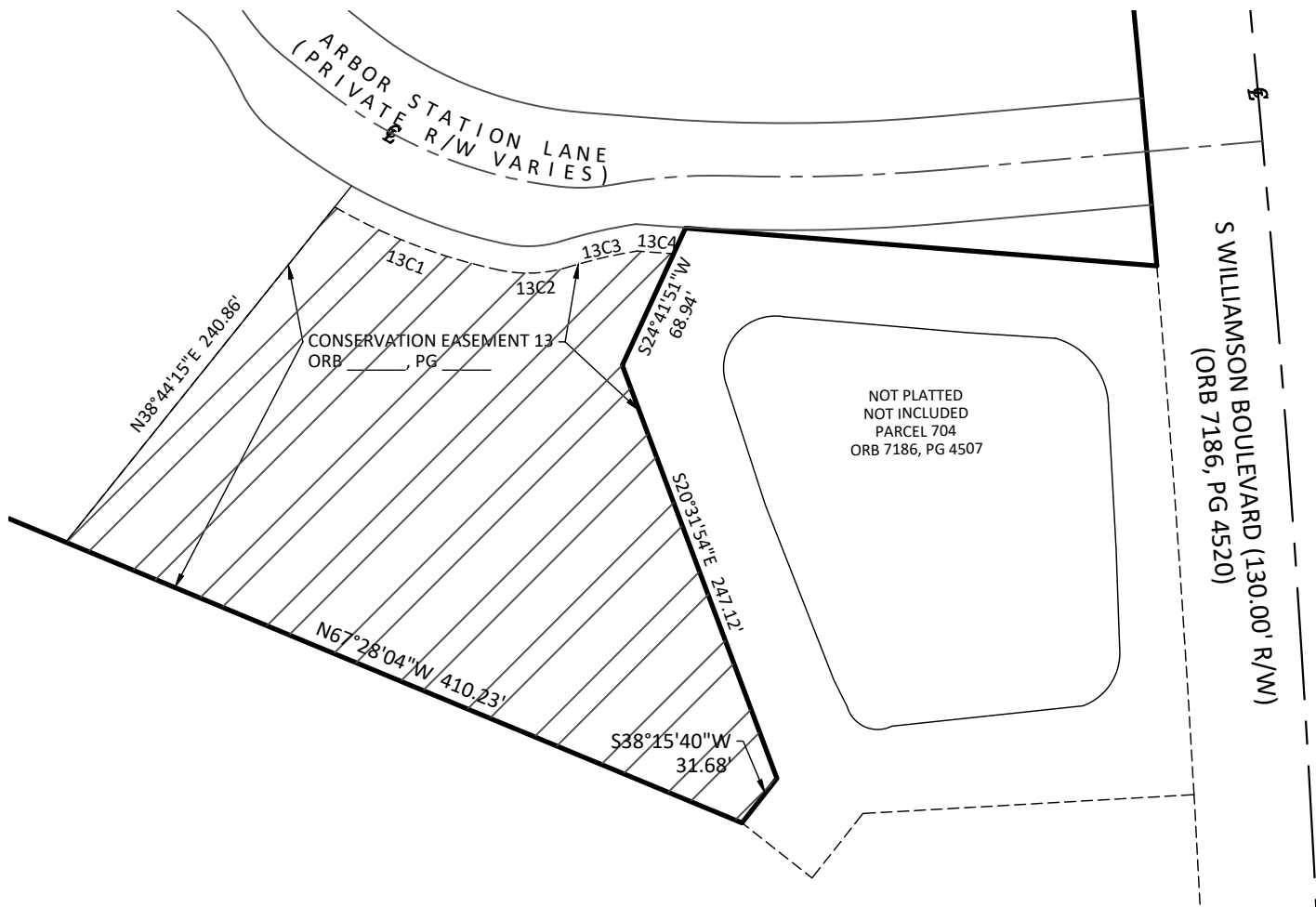
LEGEND	
AE	- ACCESS EASEMENT
Δ	- CENTERLINE SYMBOL
C	- CENTRAL ANGLE
CSE	- COMPENSATING STORAGE EASEMENT
DE	- DRAINAGE EASEMENT
L	- LENGTH
LB	- LICENSED BUSINESS
MB	- MAP BOOK
NE	- NON-VEHICULAR ACCESS EASEMENT
NR	- NON RADIAL
ORB	- OFFICIAL RECORDS BOOK
PC	- POINT OF CURVATURE
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRM	- PERMANENT REFERENCE MONUMENT
PSM	- PROFESSIONAL SURVEYOR AND MAPPER
PT	- POINT OF TANGENCY
R	- RADIUS
TPE	- TREE PRESERVATION EASEMENT
R/W	- RIGHT-OF-WAY
UE	- UTILITY EASEMENT
IE	- IRRIGATION EASEMENT

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
13C1	314.34'	18°08'07"	99.50'	S69°03'48"E	99.08'
13C2	77.00'	29°03'58"	39.06'	N87°20'09"E	38.64'
13C3	273.28'	8°15'27"	39.38'	N76°56'01"E	39.35'
13C4	1,045.00'	1°07'31"	20.52'	S85°59'09"E	20.52'



LINE	BEARING	DISTANCE
12L1	N17°23'32"E	66.46'
12L2	S00°00'00"E	2.15'
12L3	N64°44'19"E	55.29'
12L4	N82°35'09"E	50.42'
12L5	N70°47'18"E	9.12'
12L6	N90°00'00"E	14.70'
12L7	S82°31'28"E	11.88'
12L8	S01°41'27"W	35.28'
12L9	S28°10'32"W	7.65'
12L10	N37°44'05"E	7.04'
12L11	N89°40'45"E	20.94'
12L12	N27°19'07"E	32.61'
12L13	N65°16'15"E	6.50'
12L14	N27°19'07"E	16.68'
12L15	N25°21'47"W	9.34'
12L16	N90°00'00"E	16.66'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
12C1	72.00'	76°37'15"	96.28'	N12°03'44"E	89.17'
12C2	422.00'	10°51'02"	79.92'	N84°34'29"E	79.80'
12C3	4.00'	18°19'34"	1.28'	N88°18'45"E	1.27'
12C4	35.03'	80°11'08"	49.02'	S31°27'46"E	45.12'
12C5	5.00'	73°14'47"	6.39'	S34°55'57"E	5.97'
12C6	39.00'	96°50'32"	65.92'	S56°42'32"E	58.35'
12C7	45.00'	44°03'06"	34.60'	N67°39'12"E	33.75'
12C8	45.00'	92°48'42"	72.89'	N73°43'28"E	65.18'
12C9	49.00'	34°10'35"	25.23'	N10°13'49"E	28.80'
12C10	11.00'	69°07'15"	13.27'	N27°42'09"E	12.48'
12C11	59.96'	91°46'34"	96.04'	N40°21'08"E	86.10'
12C12	25.00'	90°00'00"	39.27'	N45°00'00"E	35.36'
12C13	99.00'	38°44'15"	66.93'	S70°37'52"E	65.67'

SHEET 18 OF 18

MAP BOOK

PAGE

GENERAL NOTES:

- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
- DENOTES PERMANENT CONTROL POINT (PCP) STAMPED "PCP LB 7833"
- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
- 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 VOLUSIA COUNTY, FLORIDA.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
- UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
- THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
- ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7892, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
- THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
- THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
- REAR SETBACKS:

- THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOTS 57 THROUGH 60, LOTS 68 THROUGH 80, LOTS 181 THROUGH 201, LOT 237, LOT 238, LOT 254, LOT 258 AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.
- THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, LOT 255, LOT 256 AND LOT 259 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES AND PATIOS.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
C	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

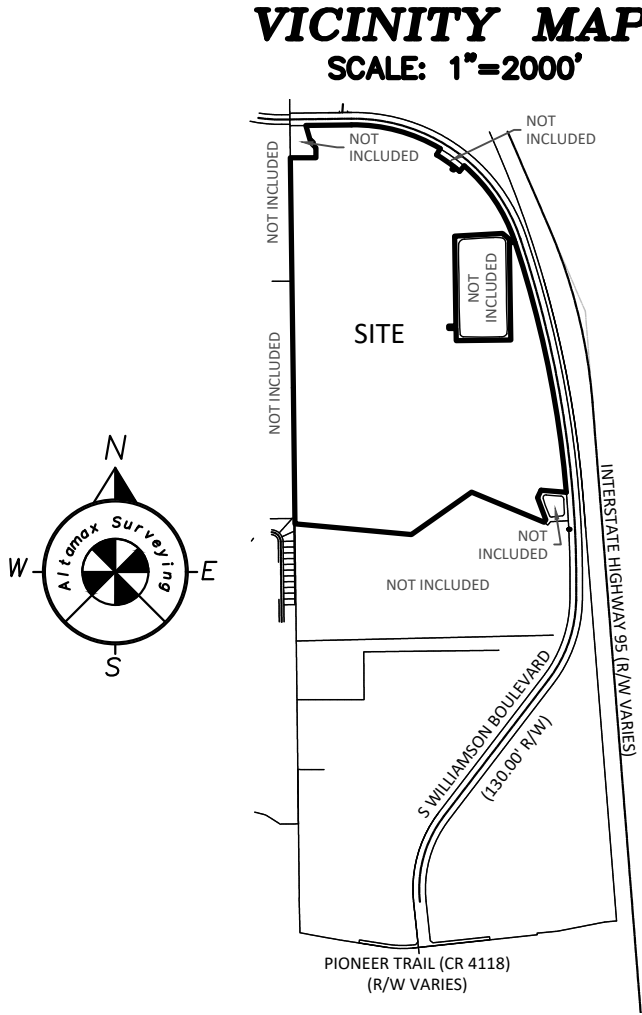
LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST IN VOLUSIA COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; RUN THENCE S00°44'12"E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2552.80 FEET TO THE NORTHWEST CORNER OF PARCEL 701 OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD PER OFFICIAL RECORDS BOOK, 7186, PAGE 4520, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°15'48"E, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 166.08 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 701 FOR A POINT OF BEGINNING; THENCE CONTINUE N89°15'48"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 473.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1767.00 FEET, A CHORD BEARING S75°01'07"E AND CHORD DISTANCE OF 957.39 FEET; RUN THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH CENTRAL ANGLE OF 31°26'12", A DISTANCE 969.51 FEET TO THE NORTHERLY MOST CORNER OF PARCEL 702 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE BOUNDARIES OF SAID PARCEL 702: 1) S30°42'00"W, A DISTANCE OF 75.00 FEET TO A CURVE, NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1692.00 FEET, A CHORD BEARING OF S55°35'13"E AND CHORD DISTANCE OF 219.15 FEET; 2) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°25'34", A DISTANCE OF 219.30 FEET; 3) S38°33'48"W, A DISTANCE OF 32.58 FEET; 4) S64°39'24"E, A DISTANCE OF 20.54 FEET; 5) N38°33'48"E, A DISTANCE OF 27.92 FEET TO A CURVE, NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1692.00 FEET, A CHORD BEARING OF S50°14'39"E AND A CHORD DISTANCE OF 56.25 FEET; 6) RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'17", A DISTANCE OF 56.25 FEET; 7) N40°42'29"E, A DISTANCE OF 75.00 FEET TO A POINT ON A CURVE, NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1767.00 FEET, A CHORD BEARING OF S33°59'24"E AND CHORD DISTANCE OF 932.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 30°36'16", A DISTANCE OF 943.84 FEET TO A NORTHEASTERLY CORNER OF PARCEL 703 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG THE BOUNDARIES OF SAID PARCEL 703: 1) S80°29'08"W, A DISTANCE OF 52.40 FEET; 2) N00°49'59"W, A DISTANCE OF 19.01 FEET; 3) N49°21'54"W, A DISTANCE OF 93.01 FEET; 4) S86°46'41"W, A DISTANCE OF 499.22 FEET; 5) S00°49'59"E, A DISTANCE OF 936.93 FEET; 6) S89°10'01"W, A DISTANCE OF 75.76 FEET; 7) S00°49'59"E, A DISTANCE OF 75.76 FEET; 8) N89°10'01"E, A DISTANCE OF 75.76 FEET; 9) S00°49'59"E, A DISTANCE OF 127.99 FEET; 10) N89°10'01"E, A DISTANCE OF 568.49 FEET; 11) N00°49'59"W, A DISTANCE OF 1009.90 FEET; 12) N80°29'08"E, A DISTANCE OF 58.61 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, BEING A POINT ON A CURVE NON-TANGENT TO THE PRECEDING LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 11189.30 FEET, A CHORD BEARING OF 11°36'42"E AND CHORD DISTANCE OF 2660.34 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 13°39'17", A DISTANCE OF 2666.64 FEET, TO THE NORTHEAST CORNER OF PARCEL 704 OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7186, PAGE 4507, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARIES OF SAID PARCEL 704: 1) N85°25'24"W, A DISTANCE OF 264.98 FEET; 2) S24°41'51"W, A DISTANCE OF 84.70 FEET; 3) S20°31'54"E, A DISTANCE OF 247.12 FEET; 4) S38°15'40"W, A DISTANCE OF 31.68 FEET; THENCE N67°28'04"W, A DISTANCE OF 816.76 FEET; THENCE S54°49'56"W, A DISTANCE OF 765.62 FEET; THENCE RUN N84°46'12"W, A DISTANCE OF 1218.78 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N00°40'21"W, ALONG SAID WEST LINE OF THE NE 1/4 OF SECTION 5, A DISTANCE OF 1418.50 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 32; THENCE RUN N00°44'12"W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 2394.69 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 701 OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7186, PAGE 4507, PUBLIC RECORD OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE BOUNDARIES OF SAID LANDS: 1) S90°00'00"E, A DISTANCE OF 265.64 FEET; 2) N00°00'00"W, A DISTANCE OF 103.06 FEET; 3) N43°27'21"W, A DISTANCE OF 56.36 FEET; 4) N45°45'04"E, A DISTANCE OF 18.70 FEET; 5) N44°14'56"W, A DISTANCE OF 25.19 FEET; 6) S47°44'44"W, A DISTANCE OF 14.52 FEET; 7) N16°23'53"W, A DISTANCE OF 177.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 9,142,965 SQUARE FEET OR 209.8936 ACRES, MORE OR LESS



GENERAL NOTES:

- ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
☐ DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
☐ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
- 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 VOLUSIA COUNTY, FLORIDA.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, (EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
- UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
- THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
- ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 LEASE ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS DESIRED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
- THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
- THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
- REAR SETBACKS:
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

DEDICATION

KNOWN BY ALL MEN BY THESE PRESENTS, THAT CC WOODHAVEN LLC, A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED AS THE PLAT ENTITLED "WOODHAVEN - PHASE 2", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. THE ROADS/STREET RIGHTS OF WAY ARE SHOWN AS FOLLOWS: HIGHFIELD VILLAGE DRIVE, SAGUARO COURT, LIMMERICK LANE, ROSEBERRY COURT AND ARBOR STATION LANE. ALL ROAD/STREET RIGHTS OF WAY SHALL BE PRIVATE AND SHALL BE CONVEYED TO THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., BY SEPARATE INSTRUMENT TO BE RECORDED COINCIDENT WITH THIS PLAT, FOR PURPOSES DESCRIBED IN THE GENERAL NOTES. COMMON AREA PARCELS, TRACTS "A", "B", "C", "D", "E", "F", "H", "I" AND "J", SHOWN HEREON, SHALL BE CONVEYED TO THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., BY SEPARATE INSTRUMENT TO BE RECORDED COINCIDENT WITH THIS PLAT FOR PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER. ACCESS EASEMENTS OVER AND ACROSS ALL ROADS/STREET RIGHTS OF WAY ARE HEREBY GRANTED TO EACH LOT OWNER FOR INGRESS AND EGRESS. ACCESS EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS ALL ROADS/STREET RIGHTS OF WAY, ARE HEREBY DEDICATED TO THE CITY OF PORT ORANGE FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES PURPOSES. ALL DRAINAGE EASEMENTS, UTILITY EASEMENTS, NON-VEHICULAR ACCESS EASEMENTS, COMPENSATING STORAGE EASEMENTS AND TREE PRESERVATION EASEMENTS WITHIN THE AREA ENCOMPASSED BY THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA. ALL POTABLE WATER MAINS, SANITARY SEWER MAINS AND MANHOLES, SANITARY SEWER FORCE MAINS, AND SANITARY SEWER LIFT STATIONS CONSTRUCTED WITHIN THE AREA ENCOMPASSED BY THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA. EASEMENT RIGHTS OVER ALL DRAINAGE AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT, UNLESS OTHERWISE INDICATED, ARE GRANTED TO THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. CONSERVATION EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA ARE DEDICATED TO THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT AND TO THE CITY OF PORT ORANGE. LIFT STATION EASEMENTS ARE DEDICATED TO THE CITY OF PORT ORANGE, FLORIDA OVER TRACTS "A" AND "B".

IN WITNESS WHERE OF, CC WOODHAVEN LLC, A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED, SEALED AND ATTESTED TO, BY THE PERSONS NAMED BELOW ON THIS _____ DAY OF _____, 2021.

WITNESSES:

CC WOODHAVEN LLC, a Florida corporation

PRINTED NAME: _____

BY: _____

PRINTED NAME: _____

PRESIDENT

ATTEST: _____

PRINTED NAME: _____

VICE PRESIDENT

PRINTED NAME: _____

STATE OF FLORIDA, COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021, BY _____, AS _____ FOR _____, WHO IS ☐ PERSONALLY KNOWN TO ME OR ☐ PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC SIGNATURE _____

PRINT NAME _____

Commission Number: _____

Commission Expires: _____

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 SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "WOODHAVEN - PHASE 2" WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED AND THAT SAID LAND IS IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

DATE _____ JAMES D. BRAY, PSM 6507
910 BELLE AVE., SUITE 1100
CASSELBERRY, FL 32708
(407) 677-0200

AE	- ACCESS EASEMENT	LEGEND	POB	- POINT OF BEGINNING
Ø	- CENTERLINE SYMBOL		POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE		PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT		PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT		PT	- POINT OF TANGENCY
L	- LENGTH		R	- RADIUS
LB	- LICENSED BUSINESS		TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK		R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT		UE	- UTILITY EASEMENT
NR	- NON RADIAL		IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK			
PC	- POINT OF CURVATURE			
PG	- PAGE			

PREPARED BY:

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

PLANNING COMMISSION CERTIFICATE OF APPROVAL:

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "WOODHAVEN - PHASE 2" 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 "WOODHAVEN - PHASE 2" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____.

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

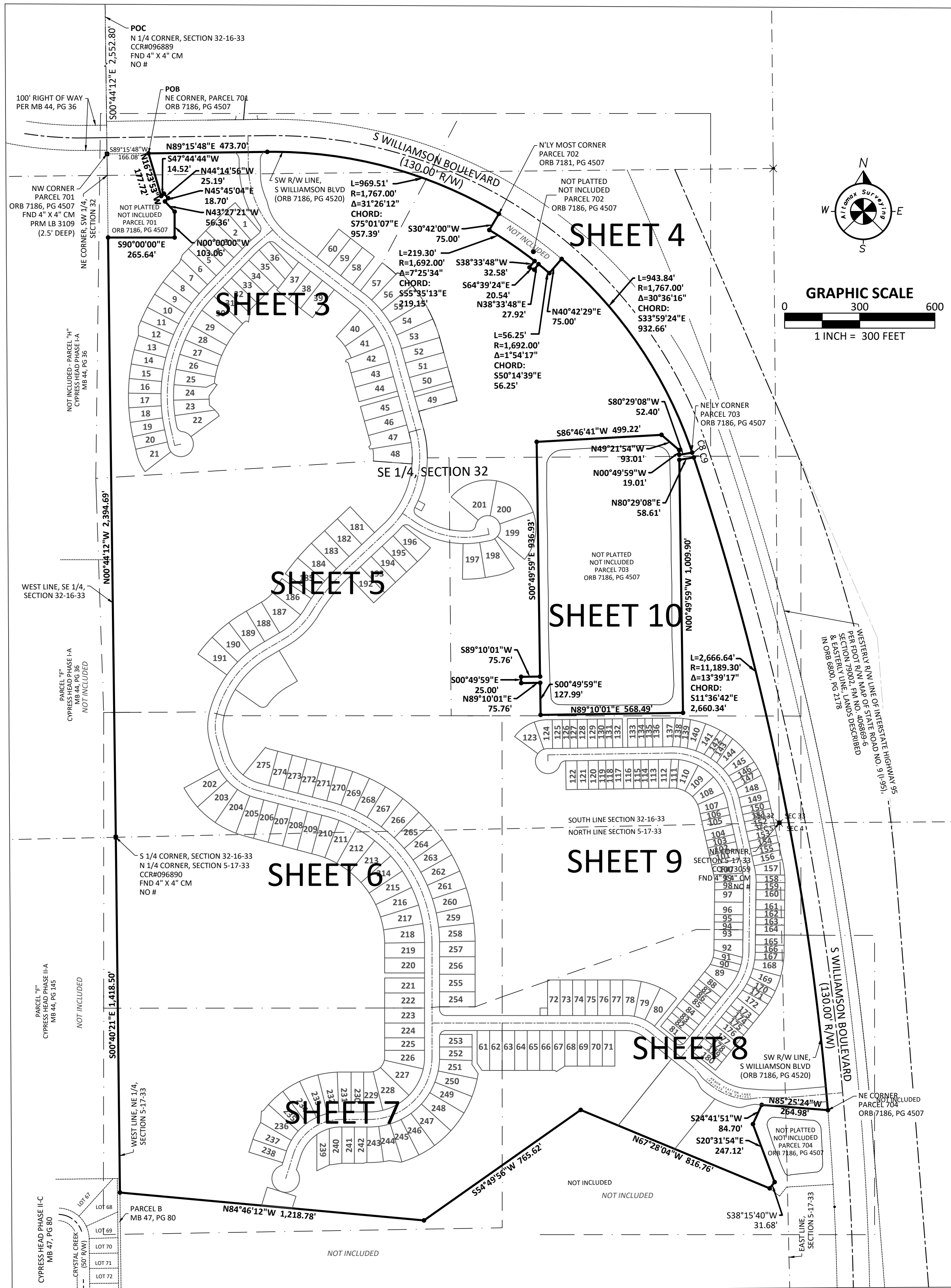
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____ AT _____ A.M./P.M.

FILE NO. _____
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

OVERALL BOUNDARY & KEY MAP



PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGEND			
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
C	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

- GENERAL NOTES:
1. DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
 2. DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
 3. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
 - (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
 4. 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 VOLUSIA COUNTY, FLORIDA.
 5. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 6. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.37/12=3.280833333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 7. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
 8. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
 9. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
 10. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
 11. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
 12. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
 13. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
 14. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 15. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
 16. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 17. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
 18. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
 19. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
 20. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
 21. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
 22. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
 23. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 24. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
 25. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 26. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 27. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
 28. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 95-158).
 29. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
 30. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 31. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
 32. REAR SETBACKS:
 33. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 34. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 35. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 33, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

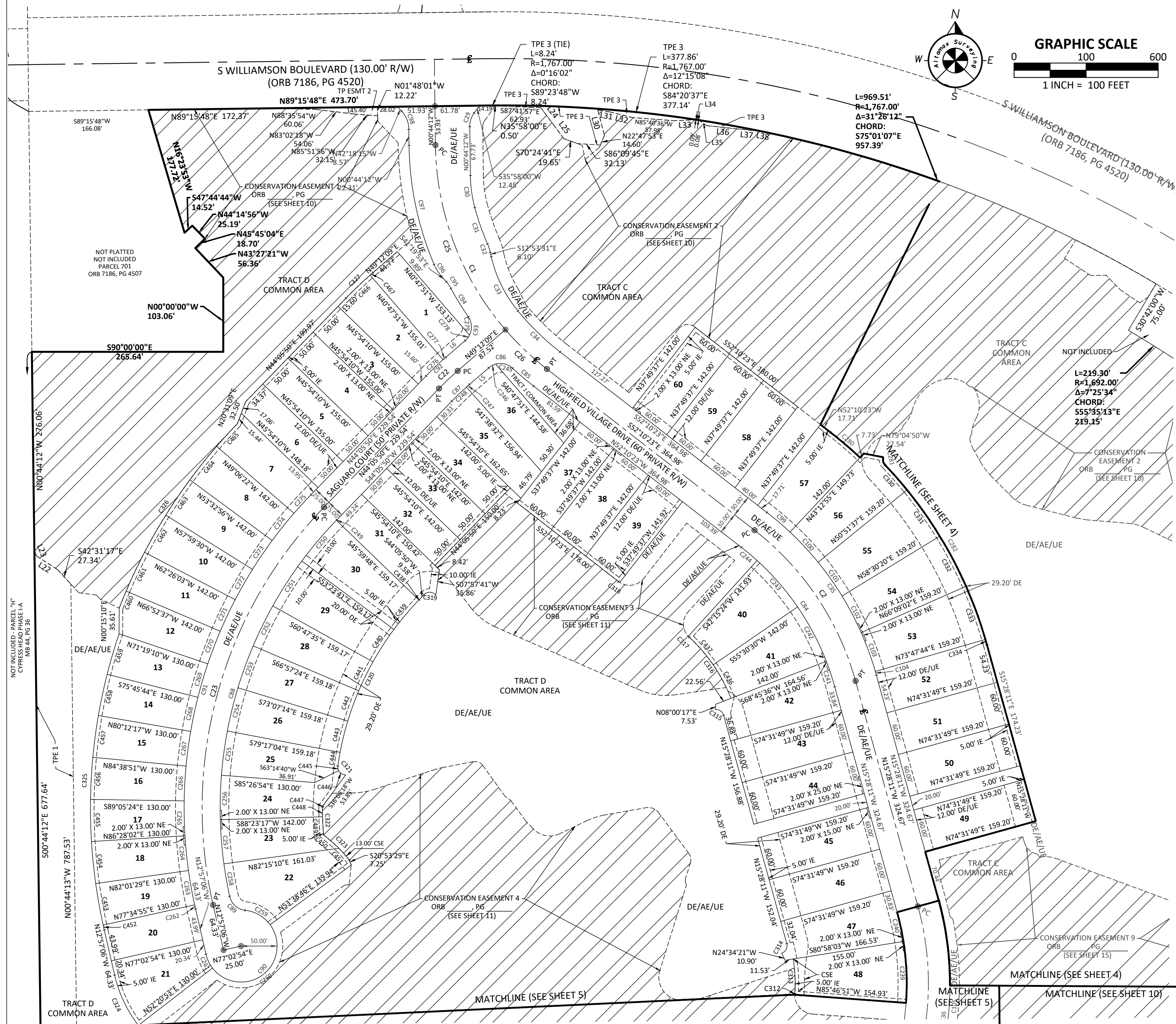
WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SHEET 3 OF 18

MAP BOOK

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CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	400.00	51.2611°	359.09	N02°27'18"	547.18	C27	375.00	0°5'41"	6.53	N48°46'45"	15.55	C37	25.00	0°10'01"	1.80	N45°13'18"	13.80	C46	767.00	4°26'34"	59.47	N34°13'47"	59.46
C2	400.00	36°42'13"	256.24	N33°49'17"	251.88	C28	375.00	4°15'38"	27.89	N46°13'39"	27.88	C38	25.00	4°35'18"	2.00	N54°28'03"	2.00	C47	767.00	4°26'34"	59.47	N34°13'47"	59.46
C3	500.00	5°07'57"	597.42	N15°34'51"	573.04	C29	375.00	7°35'33"	94.25	N40°18'15"	74.19	C39	10.80	0°10'11"	14.57	N26°38'30"	14.57	C48	767.00	4°26'34"	59.47	N34°13'47"	59.46
C4	500.00	5°07'57"	597.42	N15°34'51"	573.04	C30	375.00	7°35'33"	94.25	N40°18'15"	74.19	C40	10.80	0°10'11"	14.57	N26°38'30"	14.57	C49	767.00	4°26'34"	59.47	N34°13'47"	59.46
C5	400.00	40°03'39"	279.88	S20°46'01"	274.02	C31	375.00	7°35'33"	94.25	N40°18'15"	74.19	C41	10.80	0°10'11"	14.57	N26°38'30"	14.57	C50	767.00	4°26'34"	59.47	N34°13'47"	59.46
C6	400.00	13°22'31"	78.82	N40°59'07"	79.29	C32	375.00	6°09'50"	61.86	N26°07'30"	61.83	C42	433.00	0°09'09"	38.29	N02°23'38"	38.29	C51	767.00	4°26'34"	59.47	N34°13'47"	59.46
C7	32.00	36°42'13"	20.50	N17°36'54"	20.15	C33	375.00	6°09'50"	61.86	N26°07'30"	61.83	C43	192.00	14°55'13"	18.00	N45°40'07"	49.86	C52	767.00	4°26'34"	59.47	N34°13'47"	59.46
C8	182.00	14°08'00"	144.99	N07°07'41"	144.88	C34	375.00	6°09'50"	61.86	N26°07'30"	61.83	C44	180.00	0°42'01"	17.40	N07°18'07"	17.40	C53	767.00	4°26'34"	59.47	N34°13'47"	59.46
C9	357.33	8°34'07"	53.44	N19°11'05"	53.39	C35	375.00	6°09'50"	61.86	N26°07'30"	61.83	C45	755.00	31°37'56"	416.83	N09°51'52"	411.55	C54	767.00	4°26'34"	59.47	N34°13'47"	59.46
C10	68.00	10°34'38"	12.55	S18°19'50"	12.54	C36	375.00	6°09'50"	61.86	N26°07'30"	61.83	C46	755.00	31°37'56"	416.83	N09°51'52"	411.55	C55	767.00	4°26'34"	59.47	N34°13'47"	59.46
C11	182.00	17°40'58"	81.80	S45°40'54"	81.79	C37	375.00	4°15'38"	45.57	N10°10'04"	45.56	C47	755.00	31°37'56"	416.83	N09°51'52"	411.55	C56	767.00	4°26'34"	59.47	N34°13'47"	59.46
C12	430.00	36°42'13"	724.46	N40°59'07"	720.77	C38	375.00	4°15'38"	45.57	N10°10'04"	45.56	C48	755.00	31°37'56"	416.83	N09°51'52"	411.55	C57	767.00	4°26'34"	59.47	N34°13'47"	59.46
C13	430.00	36°42'13"	237.02	N33°49'17"	232.99	C39	375.00	17°42'07"	155.95	N5°59'50"	99.99	C49	755.00	31°37'56"	416.83	N09°51'52"	411.55	C58	767.00	4°26'34"	59.47	N34°13'47"	59.46
C14	430.00	0°08'00"	188.02	N09°59'57"	188.01	C40	375.00	17°42'07"	155.95	N5°59'50"	99.99	C50	755.00	31°37'56"	416.83	N09°51'52"	411.55	C59	767.00	4°26'34"	59.47	N34°13'47"	59.46
C15	430.00	0°08'00"	188.02	N09°59'57"	188.01	C41	375.00	0°32'02"	5.82	S17°41'06"	5.82	C51	755.00	31°37'56"	416.83	N09°51'52"	411.55	C60	767.00	4°26'34"	59.47	N34°13'47"	59.46
C16	25.00	83°41'28"	36.32	S88°37'07"	33.36	C42	375.00	0°32'02"	5.82	S17°41'06"	5.82	C52	755.00	31°37'56"	416.83	N09°51'52"	411.55	C61	767.00	4°26'34"	59.47	N34°13'47"	59.46
C17	575.00	5°07'30"	585.86	N15°04'08"	543.31	C43	375.00	0°32'02"	5.82	S17°41'06"	5.82	C53	755.00	31°37'56"	416.83	N09°51'52"	411.55	C62	767.00	4°26'34"	59.47	N34°13'47"	59.46
C18	575.00	5°07'30"	585.86	N15°04'08"	543.31	C44	375.00	0°32'02"	5.82	S17°41'06"	5.82	C54	755.00	31°37'56"	416.83	N09°51'52"	411.55	C63	767.00	4°26'34"	59.47	N34°13'47"	59.46
C19	25.00	77°09'45"	31.05	N47°52'10"	29.09	C45	375.00	0°32'02"	5.82	S17°41'06"	5.82	C55	755.00	31°37'56"	416.83	N09°51'52"	411.55	C64	767.00	4°26'34"	59.47	N34°13'47"	59.46
C20	50.00	290°29'56"	238.60	N41°42'56"	81.66	C46	375.00	0°32'02"	5.82	S17°41'06"	5.82	C56	755.00	31°37'56"	416.83	N09°51'52"	411.55	C65	767.00	4°26'34"	59.47	N34°13'47"	59.46
C21	625.00	57°07'57"	622.31	S15°34'23"	586.92	C47	375.00	0°32'02"	5.82	S17°41'06"	5.82	C57	755.00	31°37'56"	416.83	N09°51'52"	411.55	C66	767.00	4°26'34"	59.47	N34°13'47"	59.46
C22	50.00	1°07'00"	14.57	N15°34'51"	14.57	C48	375.00	0°32'02"	5.82	S17°41'06"	5.82	C58	755.00	31°37'56"	416.83	N09°51'52"	411.55	C67	767.00	4°26'34"	59.47	N34°13'47"	59.46
C23	25.00	83°41'28"	36.32	S07°31'35"	33.36	C49	375.00	0°32'02"	5.82	S17°41'06"	5.82	C59	755.00	31°37'56"	416.83	N09°51'52"	411.55	C68	767.00	4°26'34"	59.47	N34°13'47"	59.46
C24	430.00	0°09'19"	46.19	N11°24'39"	46.17	C50	375.00	0°32'02"	5.82	S17°41'06"	5.82	C60	755.00	31°37'56"	416.83	N09°51'52"	411.55	C69	767.00	4°26'34"	59.47	N34°13'47"	59.46
C25	49.00	11°29'53"	11.12	N44°49'56"	11.09	C51	375.00	0°32'02"	5.82	S17°41'06"	5.82	C61	755.00	31°37'56"	416.83	N09°51'52"	411.55	C70	767.00	4°26'34"	59.47	N34°13'47"	59.46
C26	62.00	18°17'50"	15.80	N32°10'58"	15.72	C52	375.00	0°32'02"	5.82	S17°41'06"	5.82	C62	755.00	31°37'56"	416.83	N09°51'52"	411.55	C71	767.00	4°26'34"	59.47	N34°13'47"	59.46
C27	436.67	12°11'31"	159.94	N11°31'07"	158.97	C53	375.00	0°32'02"	5.82	S17°41'06"	5.82	C63	755.00	31°37'56"	416.83	N09°51'52"	411.55	C72	767.00	4°26'34"	59.47	N34°13'47"	59.46
C28	38.00	41°34'03"	27.57	N21°31'13"	26.97	C54	375.00	0°32'02"	5.82	S17°41'06"	5.82	C64	755.00	31°37'56"	416.83	N09°51'52"	411.55	C73	767.00	4°26'34"	59.47	N34°13'47"	59.46
C29	430.00	5°33'18"	40.44	N49°57'44"	40.42	C55	375.00	0°32'02"	5.82	S17°41'06"	5.82	C65	755.00	31°37'56"	416.83	N09°51'52"	411.55	C74	767.00	4°26'34"	59.47	N34°13'47"	59.46
C30	430.00	5°33'18"	40.44	N49°57'44"	40.42	C56	375.00	0°32'02"	5.82	S17°41'06"	5.82	C66	755.00	31°37'56"	416.83	N09°51'52"	411.55	C75	767.00	4°26'34"	59.47	N34°13'47"	59.46
C31	430.00	7°38'42"	57.38	N35°12'00"	57.33	C57	375.00	0°32'02"	5.82	S17°41'06"	5.82	C67	755.00	31°37'56"	416.83	N09°51'52"	411.55	C76	767.00	4°26'34"	59.47	N34°13'47"	59.46
C32	430.00	7°38'42"	57.38	N35°12'00"	57.33	C58	375.00	0°32'02"	5.82	S17°41'06"	5.82	C68	755.00	31°37'56"	416.83	N09°51'52"	411.55	C77	767.00	4°26'34"	59.47	N34°13'47"	59.46
C33	430.00	7°38'42"	57.38	N35°12'00"	57.33	C59	375.00	0°32'02"	5.82	S17°41'06"	5.82	C69	755.00	31°37'56"	416.83	N09°51'52"	411.55	C78	767.00	4°26'34"	59.47	N34°13'47"	59.46
C34	430.00	7°38'42"	57.38	N35°12'00"	57.33	C60	375.00	0°32'02"	5.82	S17°41'06"	5.82	C70	755.00	31°37'56"	416.83	N09°51'52"	411.55	C79	767.00	4°26'34"	59.47	N34°13'47"	59.46
C35	430.00	7°38'42"	57.38	N35°12'00"	57.33	C61	375.00	0°32'02"	5.82	S17°41'06"	5.82	C71	755.00	31°37'56"	416.83	N09°51'52"	411.55	C80	767.00	4°26'34"	59.47	N34°13'47"	59.46
C36	430.00	7°38'42"	57.38	N35°12'00"	57.33	C62	375.00	0°32'02"	5.82	S17°41'06"	5.82	C72	755.00	31°37'56"	416.83	N09°51'52"	411.55	C81	767.00	4°26'34"	59.47	N34°13'47"	59.46
C37	430.00	7°38'42"	57.38	N35°12'00"	57.33	C63	375.00	0°32'02"	5.82	S17°41'06"	5.82	C73	755.00	31°37'56"	416.83	N09°51'52"	411.55	C82	767.00	4°26'34"	59.47	N34°13'47"	59.46
C38	430.00	7°38'42"	57.38	N35°12'00"	57.33	C64	375.00	0°32'02"	5.82	S17°41'06"	5.82	C74	755.00	31°37'56"	416.83	N09°51'52"	411.55	C83	767.00	4°26'34"	59.47	N34°13'47"	59.46
C39	430.00	7°38'42"	57.38	N35°12'00"	57.33	C65	375.00	0°32'02"	5.82	S17°41'06"	5.82	C75	755.00	31°37'56"	416.83	N09°51'52"	411.55	C84	767.00	4°26'34"	59.47	N34°13'47"	59.46
C40	430.00	7°38'42"	57.38	N35°12'00"	57.33	C66	375.00	0°32'02"	5.82	S17°41'06"	5.82	C76	755.00	31°37'56"	416.83	N09°51'52"	411.55	C85	767.00	4°26'34"	59.47	N34°13'47"	59.46
C41	430.00	7°38'42"	57.38	N35°12'00"	57.33	C67	375.00	0°32'02"	5.82	S17°41'06"	5.82	C77	755.00	31°37'56"	416.83	N09°51'52"	411.55	C86	767.00	4°26'34"	59.47	N34°13'47"	59.46
C42	430.00	7°38'42"	57.38	N35°12'00"	57.33	C68	375.00	0°32'02"	5.82	S17°41'06"	5.82	C78	755.00	31°37'56"	416.83	N09°51'52"	411.55	C87	767.00	4°26'34"	59.47	N34°13'47"	59.46
C43	430.00	7°38'42"	57.38	N35°12'00"	57.33	C69	375.00	0°32'02"	5.82	S17°41'06"	5.82	C79	755.00	31°37'56"	416.83	N09°51'52"	411.55	C88	767.00	4°26'34"	59.47	N34°13'47"	59.46
C44	430.00	7°38'42"	57.38	N35°12'00"	57.33	C70	375.00	0°32'02"	5.82	S17°41'06"	5.82	C80	755.00	31°37'56"	416.83	N09°51'52"	411.55	C89	767.00	4°26'34"	59.47	N34°13'47"	59.46
C45	430.00	7°38'42"	57.38	N35°12'00"	57.33	C71	375.00	0°32'02"	5.82	S17°41'06"	5.82	C90	755.00	31°37'56"	416.83	N09°51'52"	411.55	C91	767.00	4°26'34"	59.47	N34°13'47"	59.46
C46	430.00	7°38'42"	57.38	N35°12'00"	57.33	C72	375.00	0°32'02"	5.82	S17°41'06"	5.82	C91	755.00	31°37'56"	416.83	N09°51'52"	411.55	C92	767.00	4°26'34"	59.47	N34°13'47"	59.46
C47	430.00	7°38'42"	57.38																				

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

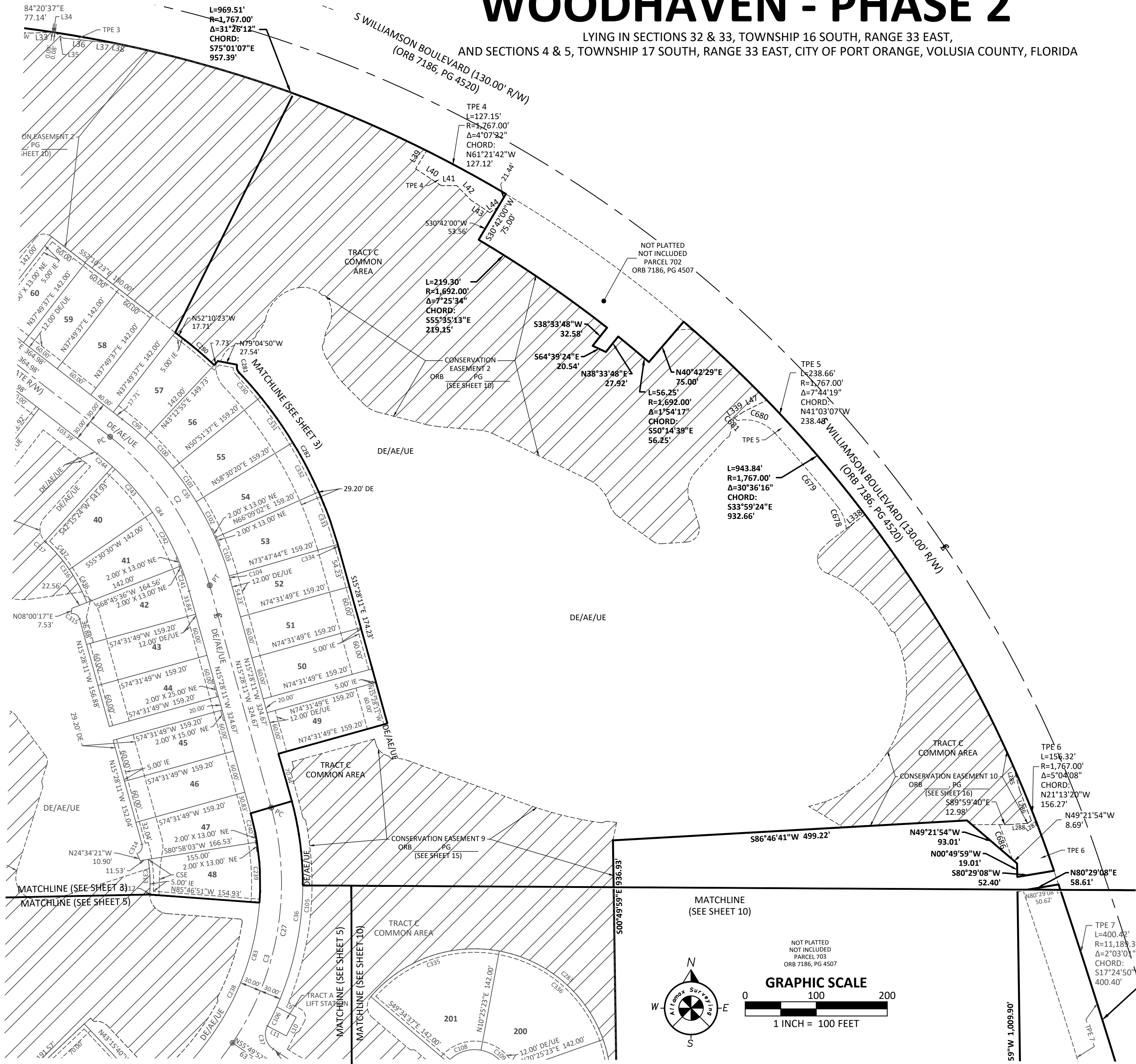
SHEET 4 OF 18

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GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
 DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
 DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
(NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333 EQLATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6393, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1593, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C285	517.00'	11°28'07"	103.49'	S85°19'18"W	103.31'
C286	572.00'	7°26'52"	74.35'	N43°00'54"E	74.30'
C287	24.40'	7°26'35"	3.17'	S43°39'42"W	3.17'
C288	28.00'	24°29'30"	11.97'	N62°58'52"W	11.88'
C300	439.20'	64°27'26"	494.10'	N40°58'50"E	468.45'
C301	422.00'	10°51'02"	79.92'	N84°34'29"E	79.80'
C338	517.00'	1°18'06"	11.75'	S80°14'18"W	11.74'
C339	517.00'	10°10'01"	91.74'	S85°58'21"W	91.62'
C678	56.00'	34°22'24"	33.60'	S21°02'34"E	33.09'
C679	1,743.00'	4°31'18"	137.55'	S40°29'25"E	137.51'
C680	56.00'	58°45'45"	57.43'	S72°07'56"E	54.95'
C681	1,717.00'	0°11'04"	5.53'	S44°26'18"E	5.53'
C686	1,717.00'	1°44'52"	52.38'	N20°41'37"W	52.38'

LINE	BEARING	DISTANCE
L39	N31°12'01"E	29.75'
L40	N56°36'31"W	43.61'
L41	N89°02'00"E	21.41'
L42	N44°11'57"W	28.41'
L43	N56°24'35"W	32.21'
L44	S55°40'30"W	13.54'
L47	N63°18'21"E	37.69'

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGEND			
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
Δ	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

SHEET 5 OF 18 MAP BOOK PAGE

GENERAL NOTES:

1. ☐ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" X 4" CONCRETE MONUMENT STAMPED "PM LB 7833", UNLESS OTHERWISE NOTED.

☒ DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"

☒ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 1/2" IR STAMPED "PRM LB 7833"

(NR) DENOTES NON-RADIAL LINE RELATED TO CURVES.

2. NOTICE: THIS PLAT AS RELATED TO 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 VOLUSIA COUNTY, FLORIDA.

3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U. S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.371243-230803333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

5. ACCURACY: THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

6. BEARING SURVEY IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTH-EAST 1/4 SECTION 32, TOWNSHIP 36 SOUTH, RANGE 33 EAST, BEING 500°44'12"E.

7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.

8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCELS LINE: STREET FRONTAGE: 12.00 FEET WIDE.

9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.

10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS, ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.

11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO: SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.

12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.

18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.

21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DESCRIBED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 BE ENTITLED TO RECOVER ALL COSTS INCURRED 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40-2.02(7), F.A.C. AND BE APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.

23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4235; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.

26. BUILDINGS DEDICATED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 9 AND 10).

27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.

28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

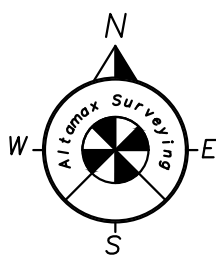
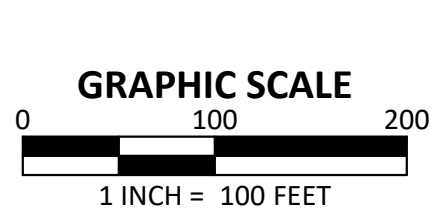
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.

30. REAR SETBACKS:

30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 10 THROUGH 13, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, AND 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 51, LOTS 52 THROUGH 57, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.



CURV	RADIUS	DELTA	ANGLE	ARC	CHORD	CHORD BEARING	CHORD LENGTH	CURV	RADIUS	DELTA	ANGLE	ARC	CHORD	CHORD BEARING	CHORD LENGTH
C1	400.00	82.17231		4.3418	9315.88144	411.238		C286	577.00	72.2632		74.95	N43.50W 21.1	74.80	
C2	400.00	82.17231		4.3418	9315.88144	411.238		C287	577.00	72.2632		74.95	S43.50W 21.1	74.80	
C3	320.00	77.11213		3.5556	N45.1844	134.014		C308	587.00	72.3443		241.84	S47.70W 1.2	439.83	
C4	320.00	77.11213		3.5556	N45.1844	134.014		C309	480.00	75.5119		161.54	S45.18W 1.1	71.94	
C5	400.00	89.38195		3.6454	N50.7058	135.804		C310	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C6	400.00	89.38195		3.6454	N50.7058	135.804		C311	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C7	400.00	89.38195		3.6454	N50.7058	135.804		C312	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C8	400.00	89.38195		3.6454	N50.7058	135.804		C313	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C9	400.00	89.38195		3.6454	N50.7058	135.804		C314	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C10	400.00	89.38195		3.6454	N50.7058	135.804		C315	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C11	400.00	89.38195		3.6454	N50.7058	135.804		C316	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C12	400.00	89.38195		3.6454	N50.7058	135.804		C317	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C13	400.00	89.38195		3.6454	N50.7058	135.804		C318	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C14	400.00	89.38195		3.6454	N50.7058	135.804		C319	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C15	400.00	89.38195		3.6454	N50.7058	135.804		C320	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C16	400.00	89.38195		3.6454	N50.7058	135.804		C321	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C17	400.00	89.38195		3.6454	N50.7058	135.804		C322	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C18	400.00	89.38195		3.6454	N50.7058	135.804		C323	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C19	400.00	89.38195		3.6454	N50.7058	135.804		C324	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C20	400.00	89.38195		3.6454	N50.7058	135.804		C325	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C21	400.00	89.38195		3.6454	N50.7058	135.804		C326	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C22	400.00	89.38195		3.6454	N50.7058	135.804		C327	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C23	400.00	89.38195		3.6454	N50.7058	135.804		C328	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C24	400.00	89.38195		3.6454	N50.7058	135.804		C329	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C25	400.00	89.38195		3.6454	N50.7058	135.804		C330	952.00	72.9936		461.83	N32.50W 0.6	439.83	
C26	400.00	89.38195		3.6454	N50.7058	135.804		C331	952.00	72.9936		461.83	S32.50W 0.6	439.83	
C27	400.00	89.38195		3.6											

LINE	BEARING	DISTANCE
19	S66.00W 2.5	131.05
20	N10.57W 35.0	180.00
21	S10.57W 35.0	180.00

LINE	BEARING	DISTANCE
L9	S62°08'25"E	31.05'
L10	S27°51'35"W	30.00'
L11	N62°08'25"W	30.00'

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LEGEND	
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UE	- UTILITY EASEMENT
IE	- IRRIGATION EASEMENT

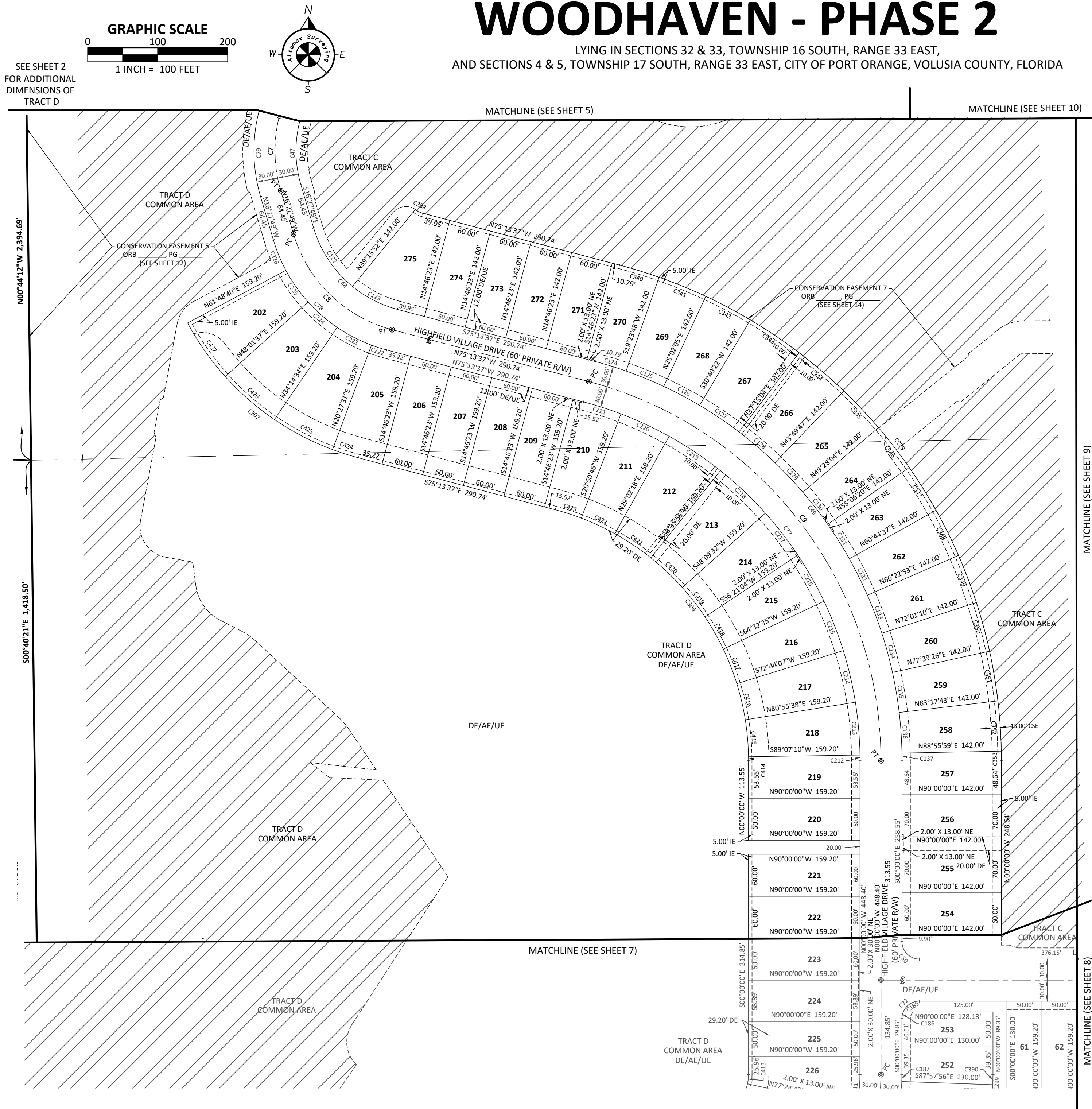
WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SHEET 6 OF 18

MAP BOOK

PAGE



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C7	200.00'	180°59'27"	108.18'	N00°58'06"W	106.86'	C287	128.00'	124°30'30"	111.97'	N69°58'52"W	111.88'
C8	200.00'	58°45'48"	205.12'	N45°50'43"W	196.25'	C288	132.00'	75°13'37"	96.109'	N37°36'49"W	89.533'
C9	160.00'	75°13'37"	135.76'	N37°36'49"W	68.517'	C289	130.00'	75°13'37"	98.855'	N37°36'49"W	91.881'
C40	170.00'	30°59'37"	91.965'	N00°58'06"W	90.83'	C307	389.20'	47°02'11"	333.59'	S51°42'28"E	310.624'
C41	160.00'	58°45'48"	174.35'	N45°50'43"W	156.81'	C310	132.00'	47°02'11"	99.077'	S72°58'42"E	89.06'
C42	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C341	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C43	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C342	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C44	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C343	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C45	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C344	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C46	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C345	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C47	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C346	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C48	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C347	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C49	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C348	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C50	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C349	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C51	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C350	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C52	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C351	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C53	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C352	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C54	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C353	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C55	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C354	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C56	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C355	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C57	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C356	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C58	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C357	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C59	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C358	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C60	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C359	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C61	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C360	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C62	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C361	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C63	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C362	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C64	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C363	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C65	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C364	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C66	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C365	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C67	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C366	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C68	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C367	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C69	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C368	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C70	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C369	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C71	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C370	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C72	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C371	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C73	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C372	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C74	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C373	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C75	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C374	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C76	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C375	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C77	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C376	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C78	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C377	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C79	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C378	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C80	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C379	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C81	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C380	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C82	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C381	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C83	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C382	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C84	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C383	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C85	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C384	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C86	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C385	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C87	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C386	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C88	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C387	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C89	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C388	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C90	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C389	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C91	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C390	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C92	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C391	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C93	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C392	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C94	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C393	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C95	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C394	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C96	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C395	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C97	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C396	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C98	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C397	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C99	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C398	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C100	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C399	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C101	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C400	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C102	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C401	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C103	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C402	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C104	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C403	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C105	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C404	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C106	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C405	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C107	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C406	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C108	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C407	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C109	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C408	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C110	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C409	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C111	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C410	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C112	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C411	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C113	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C412	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C114	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C413	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C115	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C414	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C116	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C415	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C117	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C416	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C118	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C417	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C119	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C418	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C120	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C419	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C121	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C420	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C122	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C421	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C123	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C422	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C124	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C423	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C125	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C424	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C126	160.00'	75°13'37"	174.65'	N37°36'49"W	120.19'	C425	132.00'	5°38'17"	72.03'	S67°47'03"E	72.00'
C12											

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

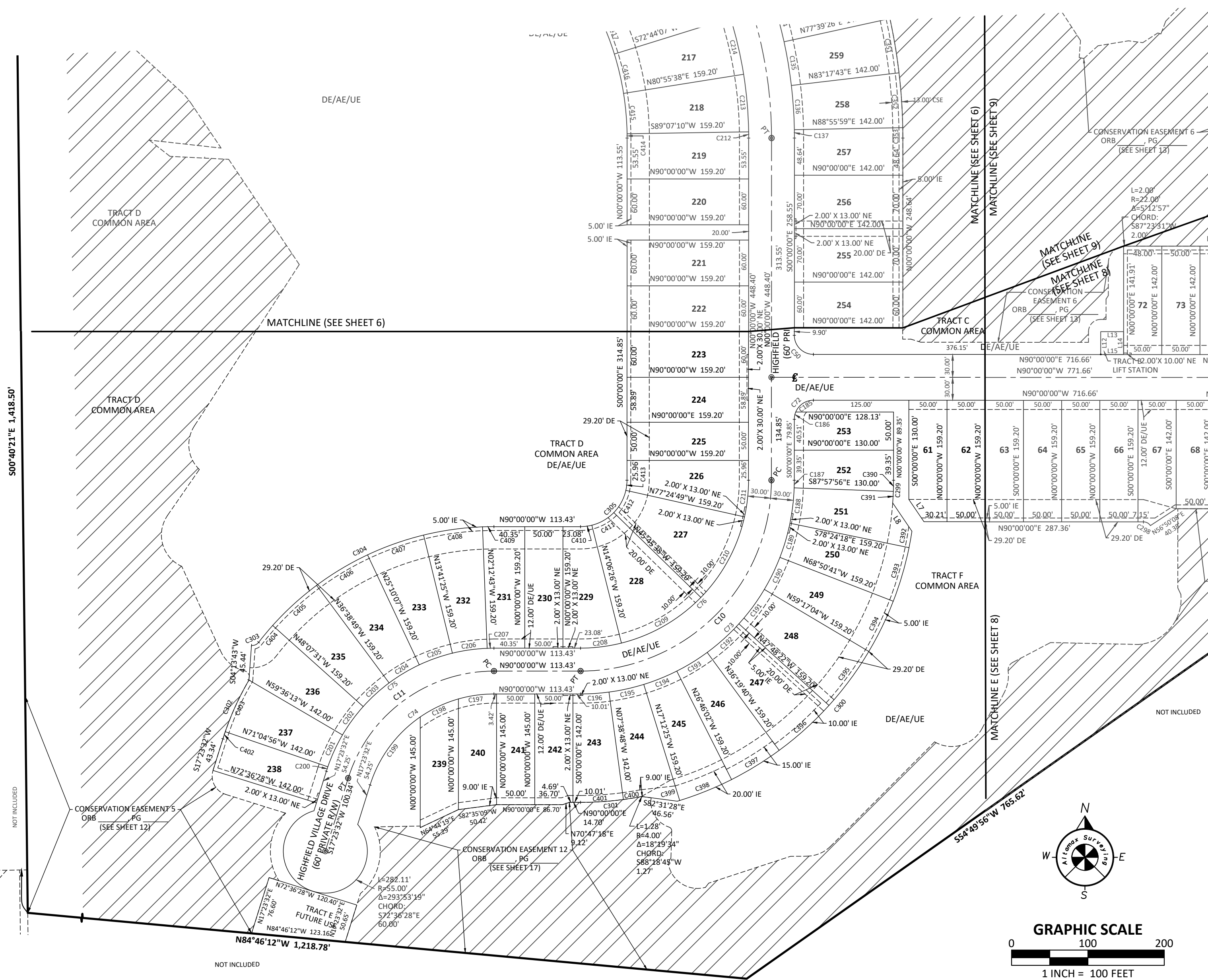
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GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.280833333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 59-158).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C10	150.00	90.0000	39.27	N45°00'00"	55.55	C29	410.00	120°00'00"	14.56	N03°01'02"	14.56
C11	250.00	72°36'28"	253.45	S53°41'46"	236.83	C30	430.20	164°27'26"	494.10	N40°58'50"	468.45
C12	150.00	90.0000	39.27	N45°00'00"	55.55	C31	12.80	165°34'58"	0.62	S23°54'14"	0.24
C13	250.00	90.0000	39.27	N45°00'00"	55.55	C32	372.00	113°00'14"	84.43	S23°53'39"	84.25
C14	170.00	72°36'28"	215.43	N53°41'46"	201.30	C33	10.80	165°34'58"	0.62	S23°54'14"	0.24
C15	230.00	72°36'28"	291.47	S53°41'46"	272.35	C34	389.20	129°21'15"	355.63	N63°49'23"	343.39
C16	220.00	36°00'00"	145.38	S45°00'00"	111.13	C35	60.80	190°00'00"	35.50	N45°00'00"	85.98
C17	250.00	90.0000	39.27	N45°00'00"	55.55	C36	410.00	120°00'00"	14.56	N03°05'38"	15.16
C18	250.00	90.0000	39.27	N45°00'00"	55.55	C37	410.00	120°00'00"	14.56	N03°01'02"	14.56
C19	280.00	72°36'28"	291.47	S53°41'46"	272.35	C38	430.20	129°21'15"	41.78	S10°10'24"	41.78
C20	230.00	72°36'28"	291.47	S53°41'46"	272.35	C39	430.20	129°21'15"	41.78	S10°10'24"	41.78
C21	230.00	72°36'28"	291.47	S53°41'46"	272.35	C40	430.20	129°21'15"	41.78	S10°10'24"	41.78
C22	230.00	72°36'28"	291.47	S53°41'46"	272.35	C41	430.20	129°21'15"	41.78	S10°10'24"	41.78
C23	230.00	72°36'28"	291.47	S53°41'46"	272.35	C42	430.20	129°21'15"	41.78	S10°10'24"	41.78
C24	230.00	72°36'28"	291.47	S53°41'46"	272.35	C43	430.20	129°21'15"	41.78	S10°10'24"	41.78
C25	230.00	72°36'28"	291.47	S53°41'46"	272.35	C44	430.20	129°21'15"	41.78	S10°10'24"	41.78
C26	230.00	72°36'28"	291.47	S53°41'46"	272.35	C45	430.20	129°21'15"	41.78	S10°10'24"	41.78
C27	230.00	72°36'28"	291.47	S53°41'46"	272.35	C46	430.20	129°21'15"	41.78	S10°10'24"	41.78
C28	230.00	72°36'28"	291.47	S53°41'46"	272.35	C47	430.20	129°21'15"	41.78	S10°10'24"	41.78
C29	230.00	72°36'28"	291.47	S53°41'46"	272.35	C48	430.20	129°21'15"	41.78	S10°10'24"	41.78
C30	230.00	72°36'28"	291.47	S53°41'46"	272.35	C49	430.20	129°21'15"	41.78	S10°10'24"	41.78
C31	230.00	72°36'28"	291.47	S53°41'46"	272.35	C50	430.20	129°21'15"	41.78	S10°10'24"	41.78
C32	230.00	72°36'28"	291.47	S53°41'46"	272.35	C51	430.20	129°21'15"	41.78	S10°10'24"	41.78
C33	230.00	72°36'28"	291.47	S53°41'46"	272.35	C52	430.20	129°21'15"	41.78	S10°10'24"	41.78
C34	230.00	72°36'28"	291.47	S53°41'46"	272.35	C53	430.20	129°21'15"	41.78	S10°10'24"	41.78
C35	230.00	72°36'28"	291.47	S53°41'46"	272.35	C54	430.20	129°21'15"	41.78	S10°10'24"	41.78
C36	230.00	72°36'28"	291.47	S53°41'46"	272.35	C55	430.20	129°21'15"	41.78	S10°10'24"	41.78
C37	230.00	72°36'28"	291.47	S53°41'46"	272.35	C56	430.20	129°21'15"	41.78	S10°10'24"	41.78
C38	230.00	72°36'28"	291.47	S53°41'46"	272.35	C57	430.20	129°21'15"	41.78	S10°10'24"	41.78
C39	230.00	72°36'28"	291.47	S53°41'46"	272.35	C58	430.20	129°21'15"	41.78	S10°10'24"	41.78
C40	230.00	72°36'28"	291.47	S53°41'46"	272.35	C59	430.20	129°21'15"	41.78	S10°10'24"	41.78
C41	230.00	72°36'28"	291.47	S53°41'46"	272.35	C60	430.20	129°21'15"	41.78	S10°10'24"	41.78
C42	230.00	72°36'28"	291.47	S53°41'46"	272.35	C61	430.20	129°21'15"	41.78	S10°10'24"	41.78
C43	230.00	72°36'28"	291.47	S53°41'46"	272.35	C62	430.20	129°21'15"	41.78	S10°10'24"	41.78
C44	230.00	72°36'28"	291.47	S53°41'46"	272.35	C63	430.20	129°21'15"	41.78	S10°10'24"	41.78
C45	230.00	72°36'28"	291.47	S53°41'46"	272.35	C64	430.20	129°21'15"	41.78	S10°10'24"	41.78
C46	230.00	72°36'28"	291.47	S53°41'46"	272.35	C65	430.20	129°21'15"	41.78	S10°10'24"	41.78
C47	230.00	72°36'28"	291.47	S53°41'46"	272.35	C66	430.20	129°21'15"	41.78	S10°10'24"	41.78
C48	230.00	72°36'28"	291.47	S53°41'46"	272.35	C67	430.20	129°21'15"	41.78	S10°10'24"	41.78
C49	230.00	72°36'28"	291.47	S53°41'46"	272.35	C68	430.20	129°21'15"	41.78	S10°10'24"	41.78
C50	230.00	72°36'28"	291.47	S53°41'46"	272.35	C69	430.20	129°21'15"	41.78	S10°10'24"	41.78
C51	230.00	72°36'28"	291.47	S53°41'46"	272.35	C70	430.20	129°21'15"	41.78	S10°10'24"	41.78
C52	230.00	72°36'28"	291.47	S53°41'46"	272.35	C71	430.20	129°21'15"	41.78	S10°10'24"	41.78
C53	230.00	72°36'28"	291.47	S53°41'46"	272.35	C72	430.20	129°21'15"	41.78	S10°10'24"	41.78
C54	230.00	72°36'28"	291.47	S53°41'46"	272.35	C73	430.20	129°21'15"	41.78	S10°10'24"	41.78
C55	230.00	72°36'28"	291.47	S53°41'46"	272.35	C74	430.20	129°21'15"	41.78	S10°10'24"	41.78
C56	230.00	72°36'28"	291.47	S53°41'46"	272.35	C75	430.20	129°21'15"	41.78	S10°10'24"	41.78
C57	230.00	72°36'28"	291.47	S53°41'46"	272.35	C76	430.20	129°21'15"	41.78	S10°10'24"	41.78
C58	230.00	72°36'28"	291.47	S53°41'46"	272.35	C77	430.20	129°21'15"	41.78	S10°10'24"	41.78
C59	230.00	72°36'28"	291.47	S53°41'46"	272.35	C78	430.20	129°21'15"	41.78	S10°10'24"	41.78
C60	230.00	72°36'28"	291.47	S53°41'46"	272.35	C79	430.20	129°21'15"	41.78	S10°10'24"	41.78
C61	230.00	72°36'28"	291.47	S53°41'46"	272.35	C80	430.20	129°21'15"	41.78	S10°10'24"	41.78
C62	230.00	72°36'28"	291.47	S53°41'46"	272.35	C81	430.20	129°21'15"	41.78	S10°10'24"	41.78
C63	230.00	72°36'28"	291.47	S53°41'46"	272.35	C82	430.20	129°21'15"	41.78	S10°10'24"	41.78
C64	230.00	72°36'28"	291.47	S53°41'46"	272.35	C83	430.20	129°21'15"	41.78	S10°10'24"	41.78
C65	230.00	72°36'28"	291.47	S53°41'46"	272.35	C84	430.20	129°21'15"	41.78	S10°10'24"	41.78
C66	230.00	72°36'28"	291.47	S53°41'46"	272.35	C85	430.20	129°21'15"	41.78	S10°10'24"	41.78
C67	230.00	72°36'28"	291.47	S53°41'46"	272.35	C86	430.20	129°21'15"	41.78	S10°10'24"	41.78
C68	230.00	72°36'28"	291.47	S53°41'46"	272.35	C87	430.20	129°21'15"	41.78	S10°10'24"	41.78
C69	230.00	72°36'28"	291.47	S53°41'46"	272.35	C88	430.20	129°21'15"	41.78	S10°10'24"	41.78
C70	230.00	72°36'28"	291.47	S53°41'46"	272.35	C89	430.20	129°21'15"	41.78	S10°10'24"	41.78
C71	230.00	72°36'28"	291.47	S53°41'46"	272.35	C90	430.20	129°21'15"	41.78	S10°10'24"	41.78
C72	230.00	72°36'28"	291.47	S53°41'46"	272.35	C91	430.20	129°21'15"	41.78	S10°10'24"	41.78
C73	230.00	72°36'28"	291.47	S53°41'46"	272.35	C92	430.20	129°21'15"	41.78	S10°10'24"	41.78
C74	230.00	72°36'28"	291.47	S53°41'46"	272.35	C93	430.20	129°21'15"	41.78	S10°10'24"	41.78
C75	230.00	72°36'28"	291.47	S53°41'46"	272.35	C94	430.20	129°21'15"	41.78	S10°10'24"	41.78
C76	230.00	72°36'28"	291.47	S53°41'46"	272.35	C95	430.20	129°21'15"	41.78	S10°10'24"	41.78
C77	230.00	72°36'28"	291.47	S53°41'46"	272.35	C96	430.20	129°21'15"	41.78	S10°10'24"	41.78
C78	230.00	72°36'28"	291.47	S53°41'46"	272.35	C97	430.20	129°21'15"	41.78	S10°10'24"	41.78
C79	230.00	72°36'28"	291.47	S53°41'46"	272.35	C98	430.20	129°21'15"	41.78	S10°10'24"	41.78
C80	230.00	72°36'28"	291.47	S53°41'46"	272.35	C99	430.20	129°21'15"	41.78	S10°10'24"	41.78
C81	230.00	72°36'28"	291.47	S53°41'46"	272.35	C100	430.20	129°21'15"	41.78	S10°10'24"	41.78
C82	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C83	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C84	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C85	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C86	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C87	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C88	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C89	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C90	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C91	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C92	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C93	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C94	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C95	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C96	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C97	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C98	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C99	230.00	72°36'28"	291.47	S53°41'46"	272.35						
C100	230.00	72°36'28"	291.47	S53°41'46"	272.35						

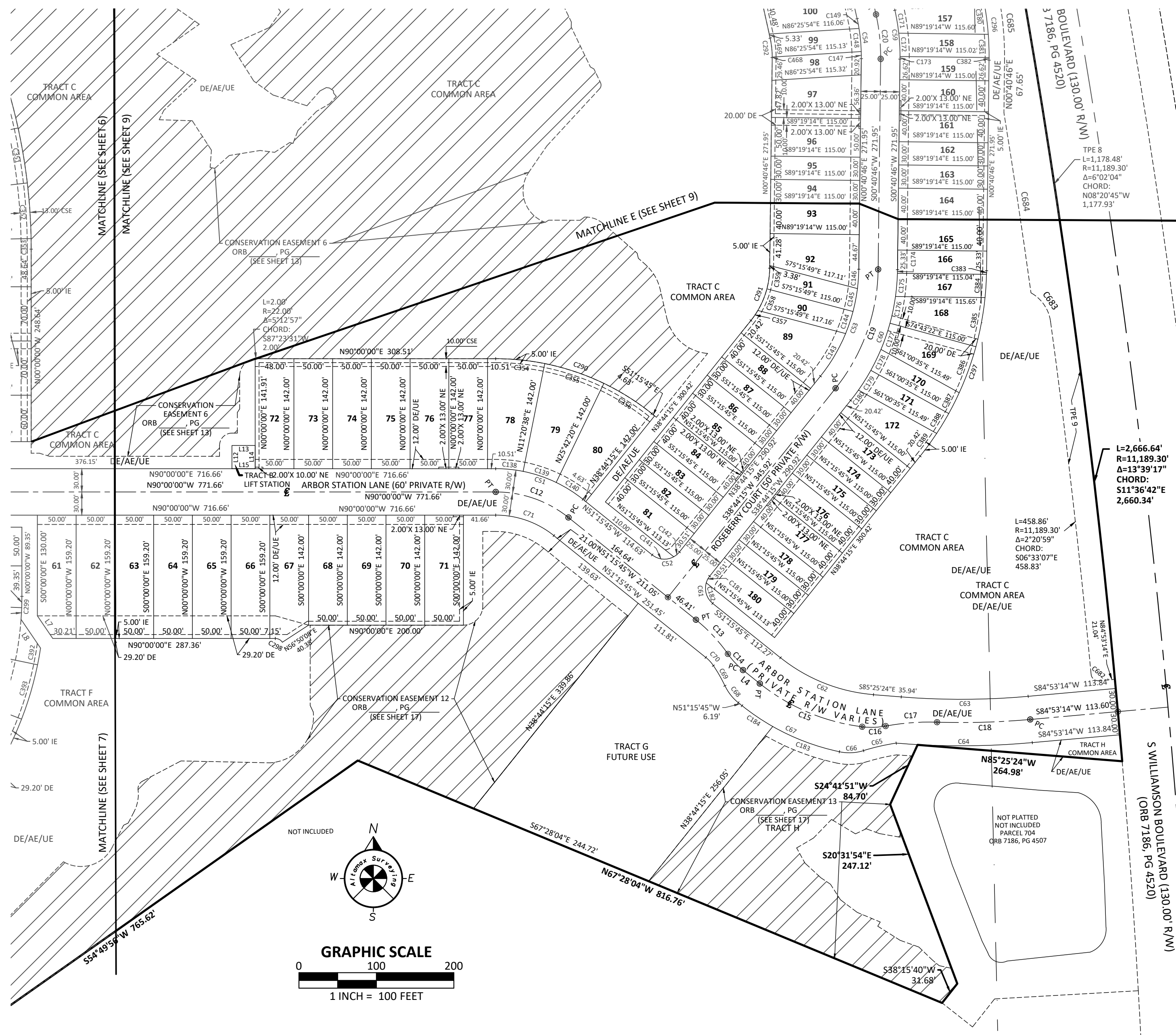
WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SHEET 8 OF 18

MAP BOOK

PAGE



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GENERAL NOTES:

1.  DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.

 DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"

 DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 1/2" IR STAMPED "PRM LB 7833"

6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTH-EAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.

7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.

8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.

9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.

10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.

11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.

12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.

17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.

18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK PAGE OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.

20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.

21. WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE, FLORIDA MAY TAKE SUCH ACTION AS IT DEEMES NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND INTERESTS OF THE CITY OF PORT ORANGE, FLORIDA. THE CITY MAY HAVE THE RIGHT TO USE ALL OWNERS OR 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 WOODHAVEN PHASE 2A PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT SHALL REMAIN WITH THE CITY OF PORT ORANGE, FLORIDA. THE CITY OF PORT ORANGE, FLORIDA IS HEREBY RELEASED FROM ANY LIABILITY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.

23. THIS PLAN IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301, AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER

26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).

27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.

28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.

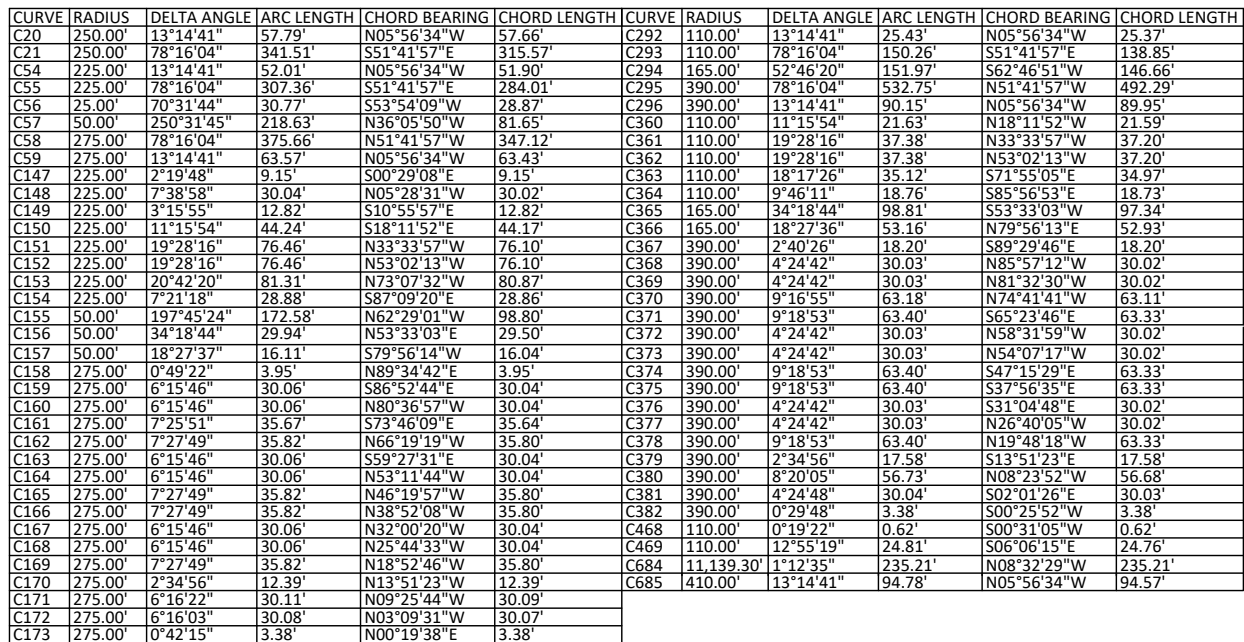
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS

30. REAR SETBACKS:

30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.



LINE	BEARING	DISTANCE
L3	S00°49'59"E	25.00'
L292	N42°47'37"E	22.92'
L293	N62°16'53"W	27.40'

		LEGEND	
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
C	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON-RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

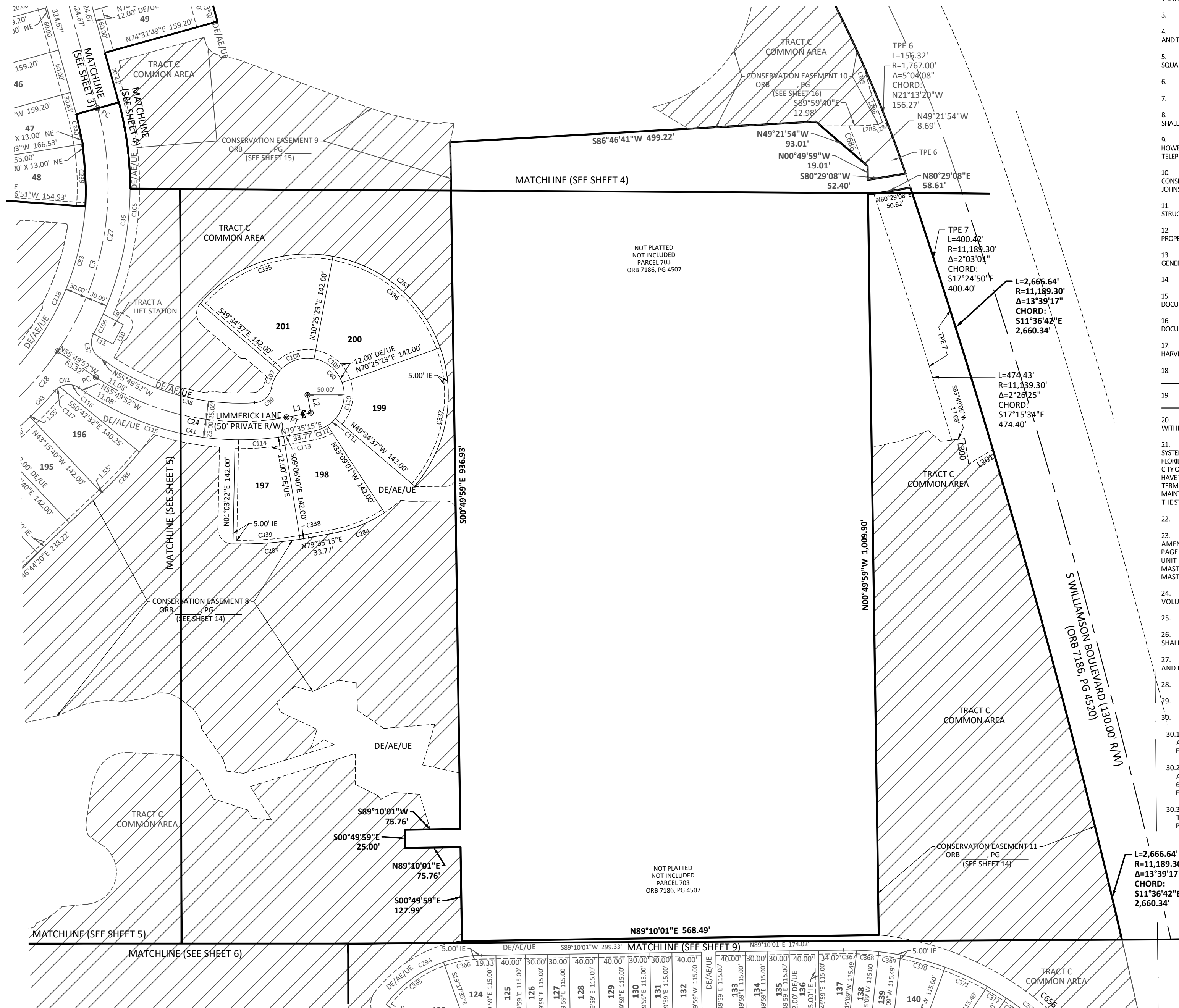
SHEET 10 OF 18

MAP BOOK

PAGE

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.02(7), F.A.C. AND BE APPROVED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301, AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453, AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
 - 30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - 30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - 30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

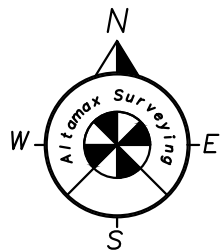


CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C24	350.00'	44°44'53"	122.33'	N78°07'19"W	386.51'
C38	325.00'	37°39'50"	213.64'	S74°39'47"E	209.82'
C39	25.00'	75°40'00"	33.02'	N48°40'18"E	30.61'
C40	50.00'	248°44'54"	237.07'	N48°47'14"W	24.24'
C41	375.00'	44°34'53"	291.78'	S78°07'49"E	284.48'
C100	50.00'	25°35'00"	25.82'	N25°37'51"E	25.53'
C108	50.00'	60°00'00"	52.36'	N70°25'23"E	50.00'
C109	50.00'	60°00'00"	52.36'	N69°34'37"W	50.00'
C110	50.00'	60°00'00"	52.36'	S10°25'23"W	50.00'
C111	50.00'	18°25'35"	14.34'	S48°38'11"W	14.27'
C114	50.00'	25°44'10"	18.84'	S48°13'07"W	18.71'
C113	375.00'	1°38'06"	8.52'	S80°14'18"W	8.52'
C112	125.00'	10°10'01"	66.84'	S85°32'41"E	66.46'
C283	192.00'	180°00'00"	603.13'	N49°34'37"W	384.00'
C284	192.00'	174°44'16"	76.40'	N48°13'07"E	75.70'
C285	517.00'	11°28'07"	103.49'	S85°19'18"W	103.31'
C335	192.00'	60°00'00"	201.06'	S70°25'23"W	192.00'
C336	192.00'	60°00'00"	201.06'	S49°34'37"E	192.00'
C337	192.00'	60°00'00"	201.06'	S10°25'23"W	192.00'
C338	517.00'	11°28'07"	103.49'	S80°14'18"W	103.31'
C339	517.00'	10°10'01"	81.74'	S85°32'41"W	81.62'

LINE	BEARING	DISTANCE
L1	S79°35'15"W	33.77'
L2	S10°24'45"E	125.00'

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

GRAPHIC SCALE
0 100 200
1 INCH = 100 FEET



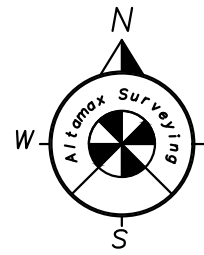
AE - ACCESS EASEMENT
C - CENTERLINE SYMBOL
C - CENTRAL ANGLE
DE - DRAINAGE EASEMENT
L - LENGTH
LB - LICENSED BUSINESS
MB - MAP BOOK
NE - NON-VEHICULAR ACCESS EASEMENT
NR - NON RADIAL
ORB - OFFICIAL RECORDS BOOK
PC - POINT OF CURVATURE
PG - PAGE

LEGEND

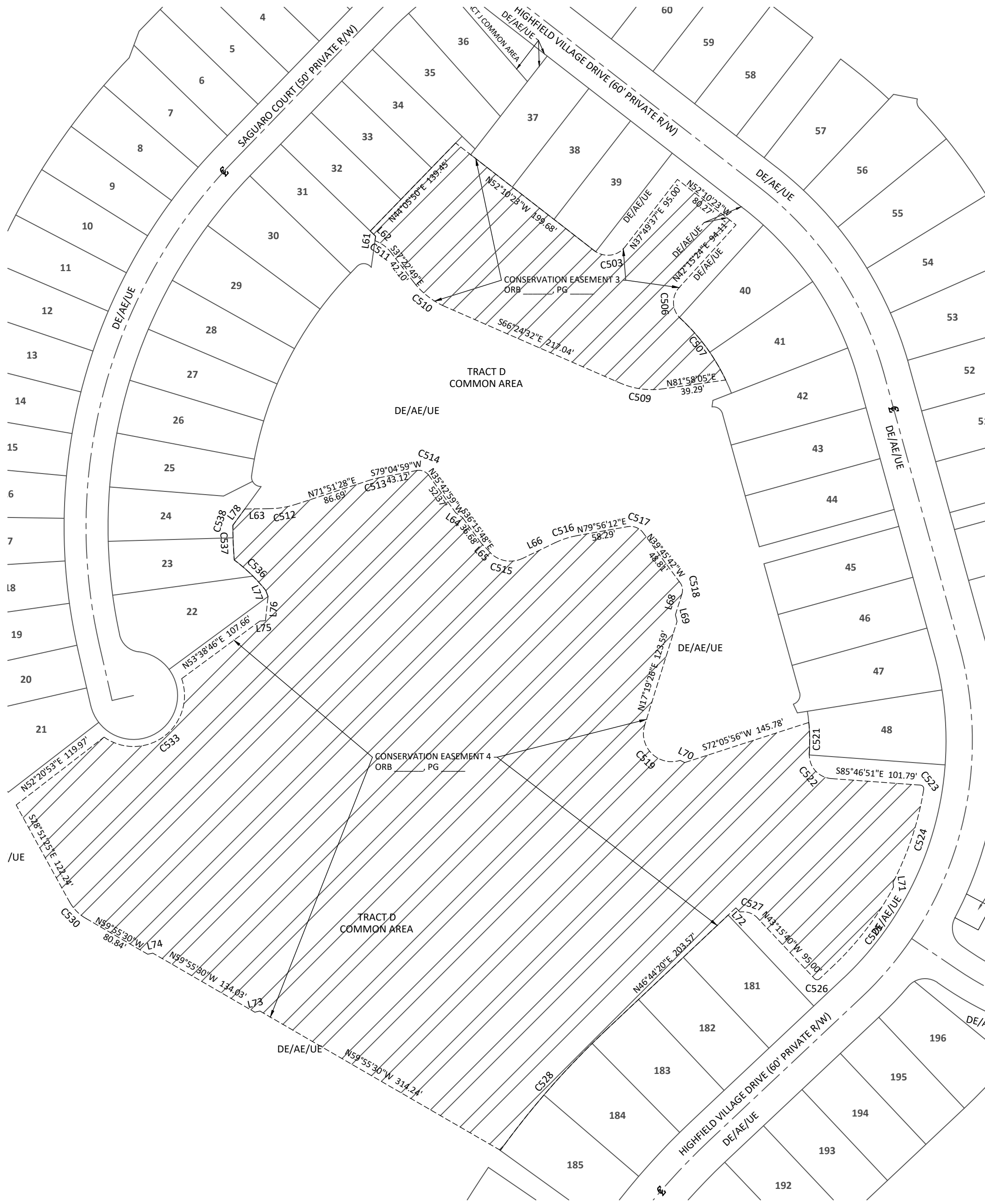
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PRM - PERMANENT REFERENCE MONUMENT
PSM - PROFESSIONAL SURVEYOR AND MAPPER
PT - POINT OF TANGENCY
R - RADIUS
TPE - TREE PRESERVATION EASEMENT
R/W - RIGHT-OF-WAY
UE - UTILITY EASEMENT
IE - IRRIGATION EASEMENT

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



GRAPHIC SCALE
0 100 200
1 INCH = 100 FEET



LINE	BEARING	DISTANCE
161	N07°57'41"E	5.20
162	S45°54'10"E	8.47
163	N08°11'10"E	12.71
164	N54°42'08"W	9.48
165	S45°00'54"E	19.88
166	N64°16'45"E	40.81
167	N29°24'45"W	12.27
168	N17°19'50"E	15.17
169	S13°46'01"E	17.75
170	N63°20'03"W	5.76
171	S08°13'41"E	5.36
172	S49°15'40"E	6.59
173	N77°41'35"E	5.93
174	S77°08'19"W	5.87
175	S08°04'13"W	6.46
176	S10°03'32"E	7.69
177	S09°53'20"E	17.25
178	S36°08'18"W	12.27

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C503	25.00'	89°59'59"	39.27	N82°49'36"E	35.36'
C504	2.00'	90°00'00"	13.14'	N82°49'37"E	12.83'
C505	2.00'	94°25'47"	3.30'	S04°57'30"E	2.94'
C506	15.00'	86°52'42"	19.00'	N03°30'55"W	35.21'
C507	228.00'	71°15'05"	84.57'	N36°39'54"W	84.08'
C508	2.00'	108°00'22"	3.77'	S27°57'52"W	3.28'
C509	21.00'	31°37'24"	10.23'	N84°13'13"W	49.59'
C510	91.00'	29°01'43"	46.10'	N51°53'41"W	45.61'
C511	60.30'	82°17'06"	12.81'	S53°05'11"E	12.51'
C512	101.48'	18°06'42"	32.08'	S80°31'28"W	31.95'
C513	164.80'	71°13'11"	11.85'	S75°28'13"W	11.85'
C514	14.00'	64°39'13"	15.80'	S68°55'15"E	14.97'
C515	32.00'	78°27'26"	44.38'	N75°59'32"W	40.91'
C516	18.00'	15°39'27"	26.78'	S72°06'28"W	26.70'
C517	18.00'	60°18'06"	18.94'	S69°54'45"E	18.08'
C518	14.00'	97°05'08"	13.95'	N111°13'08"E	13.88'
C519	32.00'	125°13'30"	69.94'	N45°17'19"W	56.83'
C520	2.00'	102°25'06"	3.69'	S00°05'01"W	3.13'
C521	215.00'	8°41'18"	32.63'	S00°05'01"E	32.60'
C522	27.00'	88°31'34"	42.19'	N41°01'03"W	38.03'
C523	4.00'	94°46'19"	6.62'	N38°22'11"E	5.89'
C524	349.00'	18°22'32"	111.93'	N18°19'43"E	111.45'
C525	181.00'	16°35'44"	114.24'	S77°32'38"W	113.74'
C526	4.00'	90°00'00"	6.28'	S88°15'40"E	5.66'
C527	27.00'	36°56'39"	41.89'	S71°46'00"E	39.38'
C528	652.00'	36°59'01"	129.73'	N41°18'49"E	129.46'
C529	2.00'	84°09'00"	2.94'	S77°58'52"W	2.68'
C530	49.10'	32°01'27"	27.44'	N44°53'08"E	27.09'
C531	4.00'	81°12'18"	5.67'	N11°44'44"E	5.21'
C532	2.00'	70°12'06"	4.50'	N87°26'54"E	4.60'
C533	58.00'	139°06'19"	140.82'	S52°59'50"W	108.69'
C534	4.00'	70°17'06"	4.90'	N18°32'43"E	4.60'
C535	12.00'	55°03'46"	21.14'	S12°13'08"W	20.34'
C536	192.00'	14°55'13"	50.00'	S45°44'03"E	49.86'
C537	433.00'	6°09'00"	18.92'	S00°13'38"E	18.91'
C538	2.00'	35°57'25"	1.26'	S18°09'35"W	1.23'

SHEET 12 OF 18

MAP BOOK

PAGE

GENERAL NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
(NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
30. REAR SETBACKS:
30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

PREPARED BY:

Altamax Surveying

910 Belle Avenue, Suite 1100

Casselberry, FL 32708

Phone: 407-677-0200

Licensed Business No. 7833

www.altamaxsurveying.com

LEGEND

AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
C	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
A	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON-RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

SHEET 13 OF 18

MAP BOOK

PAGE

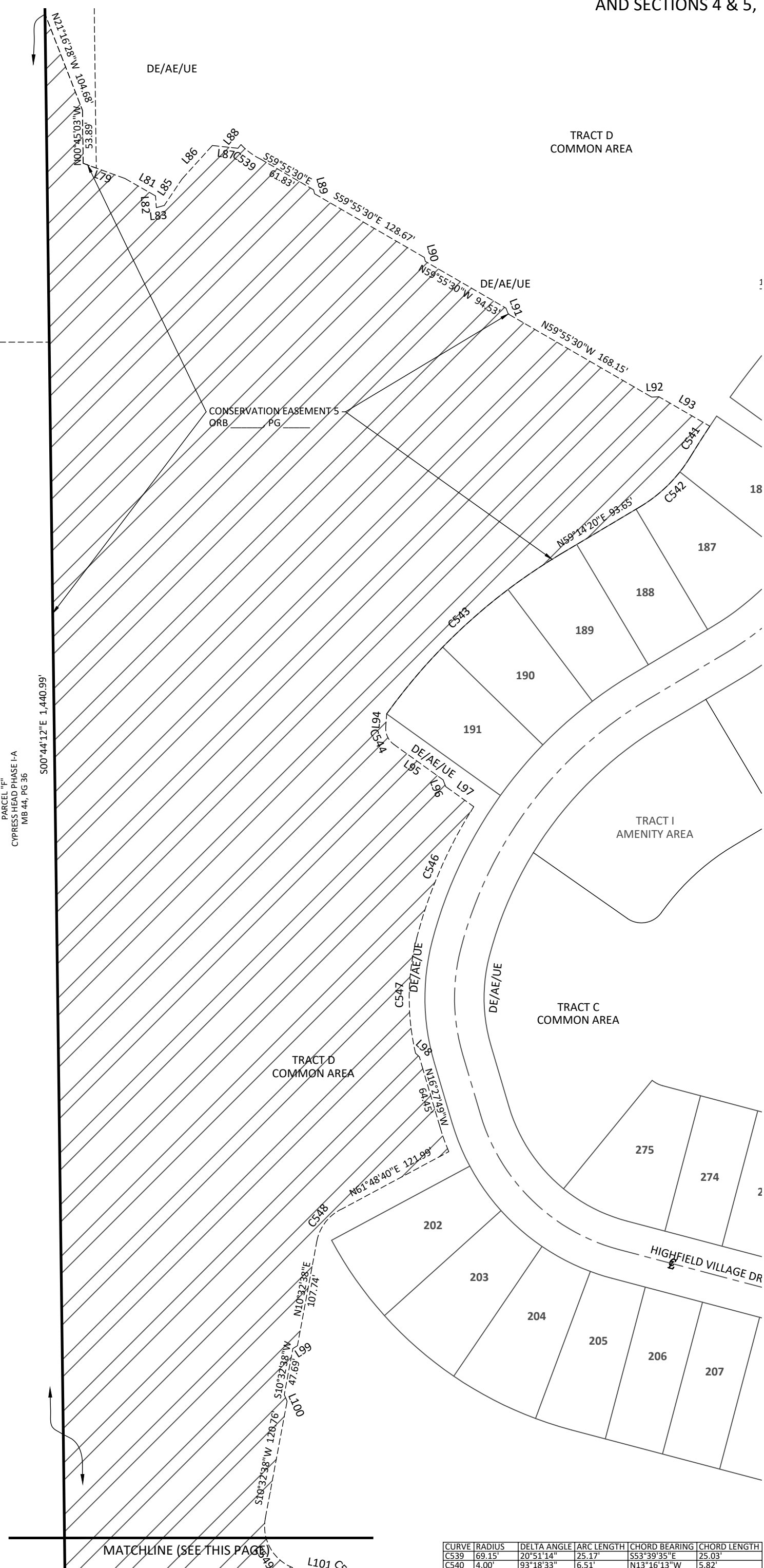
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(NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.

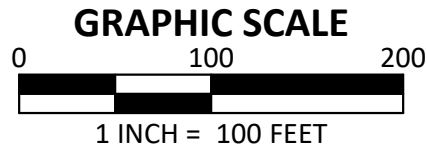
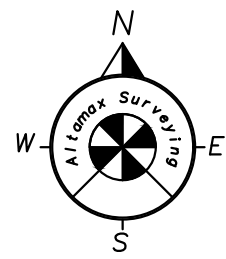
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- BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
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- THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
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- RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
- THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
- THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
- REAR SETBACKS:
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

DE/AE



WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE	BEARING	DISTANCE
L112	N83°40'15"W	5.66
L113	S89°23'00"W	12.84
L114	N77°58'26"W	3.91
L115	S67°23'31"W	5.66
L116	S84°02'29"E	11.39
L117	N02°35'42"E	15.82
L118	S74°44'00"W	18.80
L119	S37°36'06"E	43.53
L120	S08°08'51"W	12.80
L121	N60°01'00"E	27.60
L122	N17°16'11"E	51.62
L123	N63°14'43"E	22.13
L124	N63°33'48"W	35.37
L125	S50°07'38"E	15.52
L126	S79°23'32"W	23.78
L127	S53°32'56"W	14.27
L128	N19°37'45"E	5.88
L129	N55°02'14"W	10.76
L130	N65°40'16"W	14.52
L131	N65°31'40"E	17.87
L132	N64°37'16"W	13.60
L133	N55°01'33"W	45.07
L134	S45°35'19"E	17.15
L135	N56°22'45"W	54.37
L136	N47°08'57"E	57.03
L137	N25°58'09"E	14.42
L138	N79°13'01"W	2.46
L139	S50°30'24"W	67.12
L140	N33°08'19"W	25.33
L141	N44°14'39"E	23.39
L142	S77°28'21"E	2.35
L143	N48°07'20"E	25.00
L144	N80°46'15"E	40.45
L145	N89°45'48"W	18.85
L146	N57°04'06"E	13.35
L147	S73°13'38"E	0.31
L148	N20°48'24"E	17.40
L149	N44°07'06"E	34.55
L150	S55°33'59"W	19.39
L151	N45°46'11"E	15.51
L152	N38°20'47"W	5.50
L153	S08°15'41"E	3.20
L154	S55°30'00"E	6.42
L155	N81°28'36"W	0.00
L156	S61°47'32"W	12.32
L157	N41°18'30"E	25.44
L158	N72°28'53"W	46.07
L159	N53°33'46"W	30.62
L160	S34°17'36"E	15.48
L161	N30°21'53"E	11.64
L162	N40°09'07"E	14.48
L163	N35°44'23"W	15.51
L164	N20°38'22"E	33.34
L165	N71°14'37"W	16.28
L166	N44°15'14"E	30.90
L167	N01°31'08"W	11.68
L168	N45°06'40"W	40.00
L169	N65°19'23"E	48.58
L170	N45°35'59"E	18.88
L171	N63°59'28"W	7.40
L172	N75°46'43"E	15.86
L173	S71°11'23"W	25.06
L174	N25°40'33"W	33.08
L175	N18°47'19"E	7.82
L176	N33°47'34"W	18.38
L177	N86°20'42"W	11.13
L178	N25°40'33"W	33.08
L179	S02°00'23"W	16.45
L180	N60°30'11"W	16.25
L181	N25°40'33"W	33.08
L182	N34°30'10"E	61.12
L183	S57°30'41"W	15.25
L184	N87°25'10"E	14.45
L185	N52°49'04"E	0.95
L186	N48°36'09"W	18.80
L187	S17°43'59"E	0.77
L188	N45°36'09"W	11.60
L189	N17°59'55"W	38.38
L190	N51°15'45"W	16.07
L191	N00°01'00"W	14.25
L192	S32°56'02"W	15.52
L193	N00°01'00"W	14.62
L194	N00°01'00"W	15.00
L195	S00°00'00"E	12.00
L196	N64°44'00"W	14.89
L197	N90°00'00"E	18.75

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C564	4.00	88°11'54"	6.17	N07°08'09"E	5.58
C565	9.00	38°08'14"	5.99	N70°23'53"E	5.88
C566	103.00	82°50'27"	148.92	N62°50'53"W	136.20
C567	7.00	54°54'50"	6.73	S88°04'12"E	6.46
C568	7.00	68°44'13"	8.40	N08°41'34"E	7.90
C569	43.00	105°05'10"	78.87	N18°02'22"W	68.27
C570	39.00	16°40'46"	11.35	N83°41'27"W	11.31
C571	35.00	43°05'41"	26.33	N70°29'00"W	26.71
C572	61.00	35°58'15"	38.26	N30°58'02"W	37.64
C573	59.00	68°48'28"	70.85	N47°14'08"W	66.67
C574	2.00	120°39'38"	4.21	N21°32'04"W	3.47
C575	2.00	77°17'25"	2.70	N77°23'00"E	2.50
C576	324.00	38°44'16"	217.70	S70°37'24"E	243.58
C577	22.00	90°00'00"	34.56	N45°00'00"E	31.11
C578	2.00	90°00'00"	3.14	S45°00'00"W	2.83
C579	16.00	90°00'00"	25.13	S45°00'00"W	22.63
C580	2.00	89°45'37"	3.14	S45°00'00"W	2.83
C581	9.00	25°16'00"	3.97	S77°22'00"E	3.94
C582	11.00	25°16'00"	4.85	S77°22'00"E	4.81
C583	2.00	89°00'00"	3.14	S45°00'00"E	2.83
C584	732.00	37°02'08"	473.16	S18°31'04"E	464.97

GENERAL NOTES:

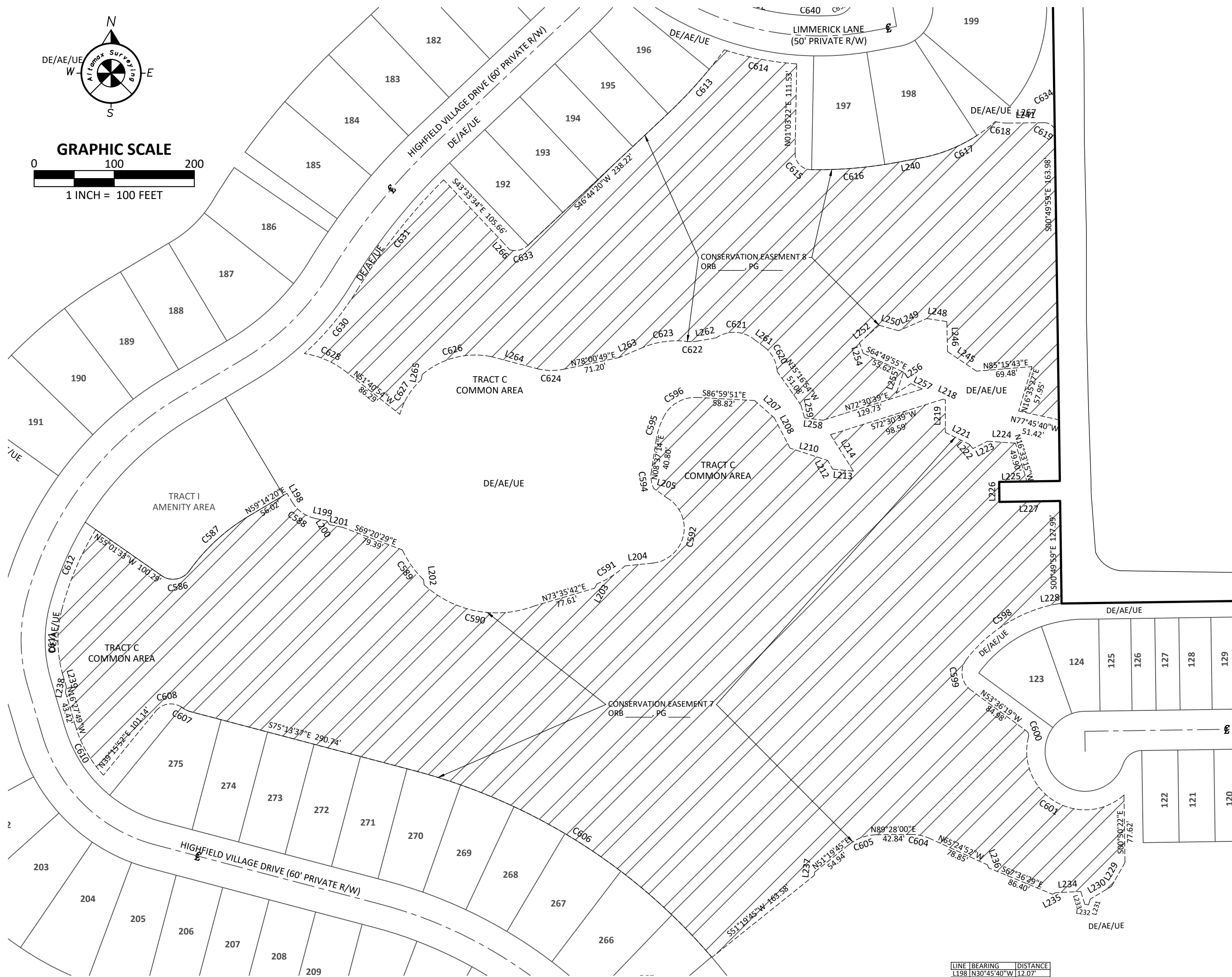
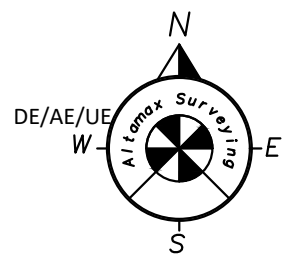
1. DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
 2. DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
 3. DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
2. 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 VOLUSIA COUNTY, FLORIDA.
 3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 4. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
 5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
 6. BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
 7. ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
 8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE): 12.00 FEET WIDE.
 9. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
 10. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS, ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
 11. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
 12. ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 13. THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
 14. ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 15. THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
 16. THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____ AS AMENDED.
 17. RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
 18. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
 19. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
 20. DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
 21. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
 22. WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
 23. THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STANAKI PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 24. THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
 25. TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
 26. BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
 27. THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
 28. THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
 29. STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
 30. REAR SETBACKS:
 - 30.1. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - 30.2. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 1 THROUGH 12, LOTS 22 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - 30.3. THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGEND		LEGEND	
AE	- ACCESS EASEMENT	POB	- POINT OF BEGINNING
CL	- CENTERLINE SYMBOL	POC	- POINT OF COMMENCEMENT
A	- CENTRAL ANGLE	PRM	- PERMANENT REFERENCE MONUMENT
CSE	- COMPENSATING STORAGE EASEMENT	PSM	- PROFESSIONAL SURVEYOR AND MAPPER
DE	- DRAINAGE EASEMENT	PT	- POINT OF TANGENCY
L	- LENGTH	R	- RADIUS
LB	- LICENSED BUSINESS	TPE	- TREE PRESERVATION EASEMENT
MB	- MAP BOOK	R/W	- RIGHT-OF-WAY
NE	- NON-VEHICULAR ACCESS EASEMENT	UE	- UTILITY EASEMENT
NR	- NON RADIAL	IE	- IRRIGATION EASEMENT
ORB	- OFFICIAL RECORDS BOOK		
PC	- POINT OF CURVATURE		
PG	- PAGE		

WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

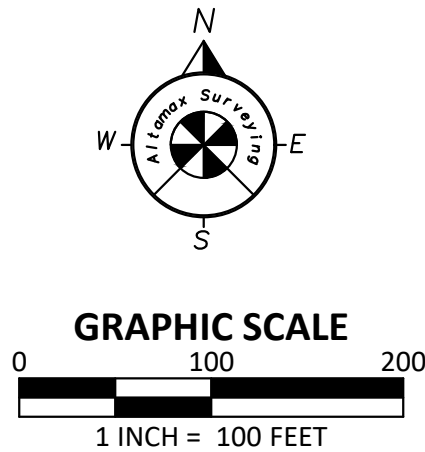


CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C586	25.00	89°34'21"	30.08	S80°11'46"W	35.22
C597	124.00	23°50'12"	101.10	S47°19'13"W	100.31
C588	45.00	47°37'05"	37.40	N54°34'13"W	36.33
C589	130.00	20°20'08"	46.14	N35°21'01"W	45.50
C590	134.06	63°11'55"	108.27	N29°15'58"W	140.84
C591	110.00	21°37'43"	41.52	S57°11'42"W	41.28
C592	44.00	144°45'38"	111.17	N11°53'20"E	85.87
C593	30.00	27°41'19"	14.50	S46°38'39"E	14.36
C594	34.00	34°33'15"	20.51	S08°39'44"E	20.20
C595	94.07	19°15'48"	31.63	S18°15'52"W	31.48
C596	43.99	05°04'05"	40.90	N60°28'31"E	47.32
C597	15.00	13°47'23"	8.43	N80°09'23"E	8.40
C598	187.50	41°03'12"	134.35	N58°20'59"E	131.49
C599	171.00	94°16'50"	44.43	N09°14'50"W	38.58
C600	7.00	67°58'32"	8.30	N19°37'02"W	7.83
C601	13.00	142°44'57"	181.88	N52°00'15"W	138.30
C602	1.00	127°31'22"	4.26	N64°36'33"W	3.59
C603	3.00	28°08'36"	4.42	N12°26'09"E	4.38
C604	56.00	25°07'09"	24.53	S77°58'02"E	24.35
C605	56.00	38°08'14"	37.27	N70°23'53"E	36.59
C606	134.00	24°43'30"	44.87	S52°20'00"E	45.91
C607	28.00	24°39'39"	11.97	S62°58'52"E	11.88
C608	84.00	85°21'43"	64.67	N63°49'11"E	65.52
C609	2.00	88°54'27"	3.26	N88°43'06"E	3.04
C610	157.00	25°21'51"	69.50	S29°08'45"E	68.94
C611	154.00	39°02'17"	85.80	S00°28'05"E	84.29
C612	369.00	16°52'24"	108.67	S22°57'50"W	108.28
C613	572.00	10°10'11"	104.89	N41°28'49"E	104.85
C614	386.00	13°41'53"	92.28	N78°58'35"W	92.06
C615	20.04	92°41'19"	37.42	S45°20'33"E	37.29
C616	517.00	11°28'07"	103.49	S85°19'18"W	103.31
C617	152.00	31°13'35"	104.75	S63°57'27"W	103.46
C618	160.00	14°17'26"	75.31	S81°12'42"E	75.27
C619	15.00	61°39'22"	16.14	S59°41'57"E	15.37
C620	41.51	89°55'48"	36.81	S7°44'02"E	36.71
C621	40.00	74°32'10"	52.04	S86°50'58"E	48.44
C622	110.00	17°11'51"	11.91	N08°33'31"E	11.91
C623	110.00	30°11'51"	57.98	S81°39'31"W	57.91
C624	79.55	22°22'02"	31.13	S89°33'33"E	30.93
C625	110.00	18°42'05"	31.44	S79°42'05"W	31.33
C626	102.29	51°19'39"	91.63	N75°20'30"E	88.60
C627	89.01	31°11'23"	51.44	N53°42'02"E	50.41
C628	117.30	28°43'37"	52.66	S65°28'13"E	52.19
C629	117.30	136°09'40"	4.40	S35°21'33"W	99.84
C630	360.00	15°46'39"	100.16	S35°03'32"W	171.99
C631	740.00	13°20'48"	172.38	S89°42'02"E	172.38
C632	12.00	91°42'30"	3.20	S89°42'02"E	3.20
C633	24.40	64°47'07"	27.52	S72°14'57"W	26.09

LINE	BEARING	DISTANCE
L108	N30°45'40"W	12.07
L109	N18°12'45"W	14.34
L100	N33°32'22"W	15.87
L101	N33°32'22"W	15.87
L102	N33°32'22"W	15.87
L103	N33°32'22"W	15.87
L104	N33°32'22"W	15.87
L105	N33°32'22"W	15.87
L106	N33°32'22"W	15.87
L107	N33°32'22"W	15.87
L108	N33°32'22"W	15.87
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L156	N33°32'22"W	15.87
L157	N33°32'22"W	15.87
L158	N33°32'22"W	15.87
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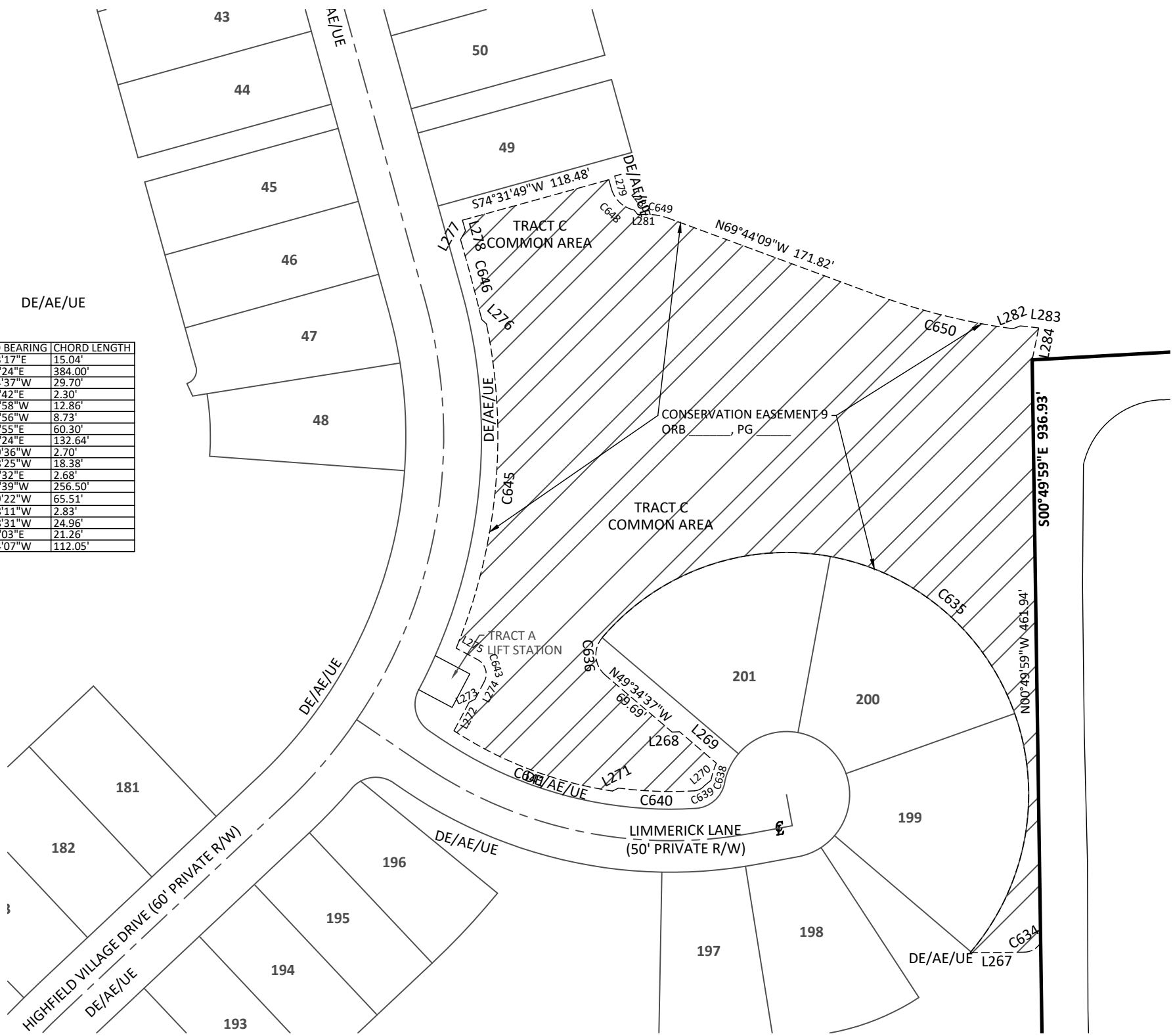
WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE	BEARING	DISTANCE
L267	N89°28'23"E	42.38
L268	N87°55'43"E	5.93
L269	S49°34'37"E	36.87
L270	N50°13'10"E	6.89
L271	S63°36'06"W	6.31
L272	N27°51'35"E	23.89
L273	N63°13'09"E	6.89
L274	S27°51'35"W	15.78
L275	S63°36'06"W	17.28
L276	N47°22'16"W	5.17
L277	N29°10'44"E	2.92
L278	S15°52'23"E	8.82
L279	N15°28'11"W	5.27
L280	S17°36'24"E	6.31
L281	S89°13'25"E	3.87
L282	S67°13'38"W	6.34
L283	S83°51'06"E	14.69
L284	S11°34'39"W	15.89

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C634	15.00'	60°10'13"	15.75'	N59°23'17"E	15.04'
C635	192.20'	180°18'25"	104.10'	S49°28'23"E	984.00'
C636	21.00'	90°00'00"	37.99'	N00°34'57"W	29.70'
C637	2.00'	70°19'48"	2.45'	S14°24'42"E	1.79'
C638	64.13'	12°04'35"	12.88'	S18°52'28"W	12.86'
C639	11.00'	46°44'45"	8.97'	S63°07'56"W	8.73'
C640	311.00'	11°07'34"	60.39'	S87°55'57"E	60.90'
C641	314.00'	24°23'43"	133.65'	S69°22'24"E	132.64'
C642	2.00'	85°02'23"	2.97'	N14°38'36"W	2.70'
C643	13.00'	90°00'00"	20.42'	N17°08'25"W	18.38'
C644	2.00'	84°11'46"	2.94'	S20°07'53"E	2.68'
C645	443.00'	33°32'25"	260.23'	S05°13'35"W	256.50'
C646	1,450.52'	2°35'16"	65.51'	N14°49'22"W	65.51'
C647	2.00'	90°00'00"	3.14'	N60°28'11"W	2.82'
C648	24.00'	62°40'39"	26.25'	N46°48'31"W	24.96'
C649	24.00'	22°26'48"	21.42'	S81°52'03"E	21.36'
C650	320.96'	22°26'51"	112.22'	N76°04'07"W	112.05'



GENERAL NOTES:

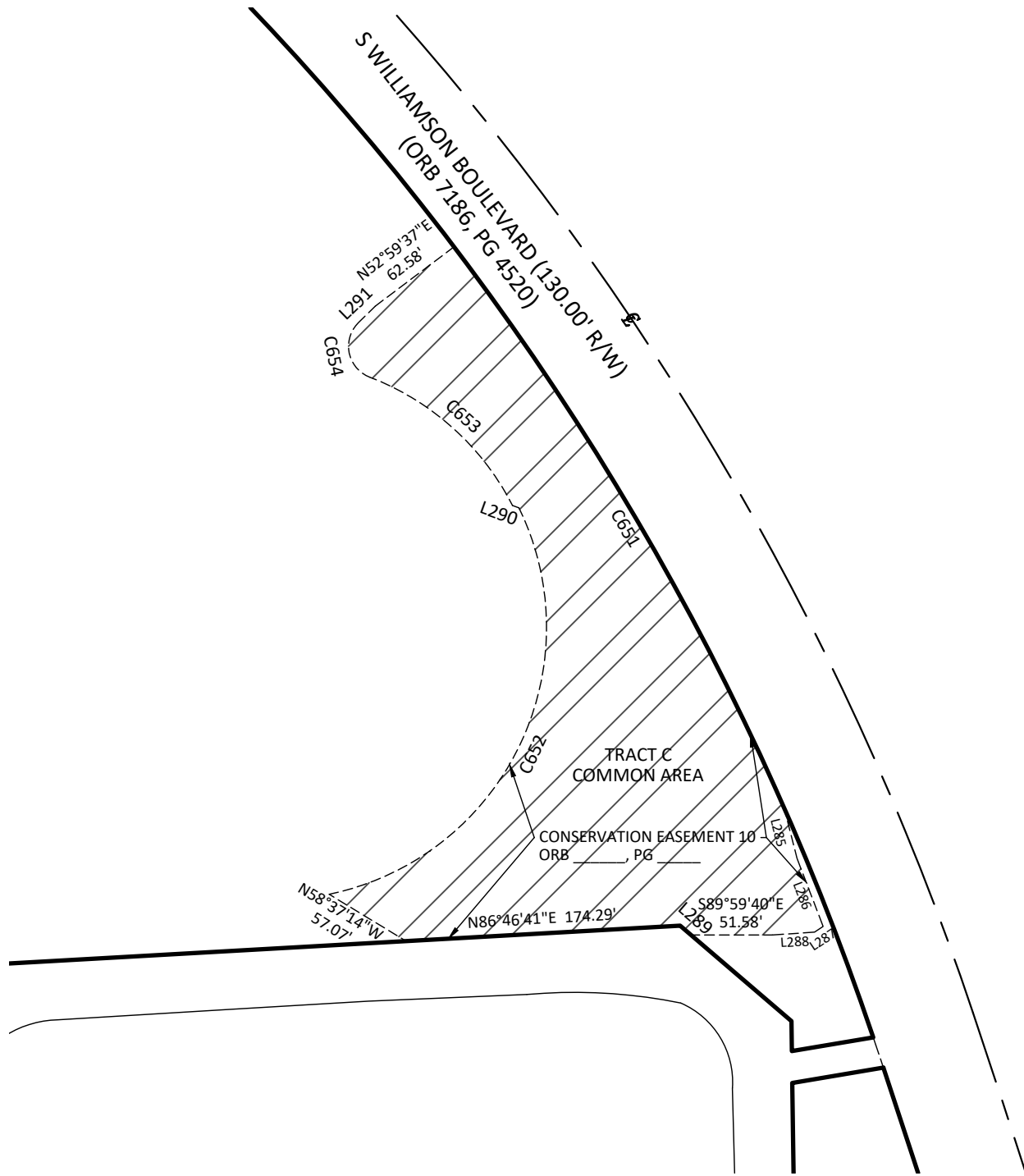
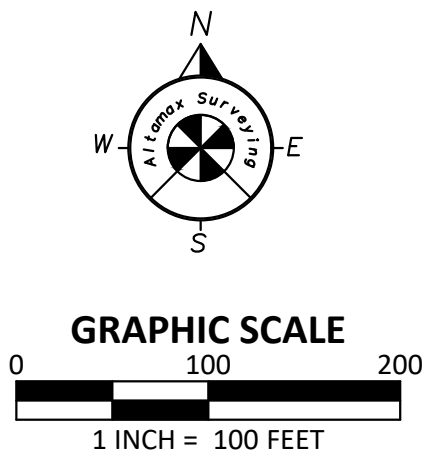
- DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) SET 4" X 4" CONCRETE MONUMENT STAMPED "PRM LB 7833", UNLESS OTHERWISE NOTED.
- DENOTES PERMANENT CONTROL POINT (P.C.P.) STAMPED "PCP LB 7833"
- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 1/2" IR STAMPED "PRM LB 7833"
- DENOTES NON-RADIAL LINE RELATIVE TO CURVES.
- 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 VOLUSIA COUNTY, FLORIDA.
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12-3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARING STRUCTURE IS ASSUMED WITH THE BEARING ON THE WEST LINE OF THE NORTHEAST 1/4 SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING S00°44'12"E.
- ALL CURVILINEAR LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS GRANTED TO THE CITY WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THE PLAT: FRONT LOT AND PARCEL LINES (STREET FRONTAGE); 12.00 FEET WIDE.
- UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE 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.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.
- THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, DRAINAGE STRUCTURES, FIBER OPTIC, TELECOMMUNICATIONS AND NATURAL GAS.
- ADDITIONAL RESTRICTIONS REGARDING FENCING OF INDIVIDUAL LOTS MAY BE FOUND IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE COMMON AREAS SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- ALL LANDSCAPING AND IRRIGATION IN THE COMMON AREAS IS TO BE MAINTAINED BY THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- THE ARTICLES OF INCORPORATION FOR WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- THE ARTICLES OF INCORPORATION FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE FILED WITH THE FLORIDA DEPARTMENT OF STATE UNDER DOCUMENT # _____, AS AMENDED.
- RETENTION AREAS AND COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROSEBERRY TOWNHOMES AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS AMENDED.
- DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THIS PLAT SHALL BE FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF AND ACCESS TO THE STORMWATER DRAINAGE FACILITIES WITHIN THE BOUNDARIES OF THIS PLAT.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEMS SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. FAIL TO PERFORM THE MAINTENANCE OF THE 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 WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER 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 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL ROADS/STREETS WITHIN THE BOUNDARIES OF THIS PLAT.
- THIS PLAT IS SUBJECT TO A MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4213, PAGE 1610 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AS AMENDED BY THE FIRST AMENDMENT TO THE STARK PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4794, PAGE 4301; AND SECOND AMENDMENT AND RESTATEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 6939, PAGE 1453; AND FIRST AMENDMENT TO WOODHAVEN PLANNED UNIT DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7280, PAGE 1824; SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7692, PAGE 4295; AND THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7891, PAGE 1591, ALL IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE PIONEER COMMUNITY DEVELOPMENT DISTRICT AS ESTABLISHED IN OFFICIAL RECORDS BOOK 5889, PAGE 4447, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- TRACTS "E" AND "G" ARE FOR FUTURE USE AND ARE RESERVED BY THE DEVELOPER.
- BUILDINGS DETACHED FROM THE MAIN STRUCTURE, PERMANENT OR TEMPORARY, SHALL BE PROHIBITED ON ALL LOTS. POOLS, SPAS, PATIO EXTENSIONS AND FENCES SHALL BE PROHIBITED ON TOWNHOME LOTS (LOTS 99-198).
- THE COMPENSATING STORAGE EASEMENTS ("CSE") SHOWN HEREON ARE FOR STORMWATER RUNOFF STORAGE WITHIN THE 100 YEAR FLOOD ZONE AND ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC., THE CITY OF PORT ORANGE AND THE PUBLIC.
- THE IRRIGATION EASEMENTS SHOWN HEREON ARE FOR THE USE AND BENEFIT OF WOODHAVEN PHASE 2 AT PORT ORANGE PROPERTY OWNERS ASSOCIATION, INC.
- STORMWATER RUNOFF FROM ROOF ALL ROOF DRAINS SHALL BE RESTRICTED FROM FLOWING INDIRECTLY INTO CONSERVATION EASEMENTS.
- REAR SETBACKS:
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 20 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 57 THROUGH 60, AND LOTS 74 THROUGH 79 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR COMPENSATING STORAGE EASEMENT (WHICHEVER IS APPLICABLE) OR 25 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 12 THROUGH 24, LOTS 32 THROUGH 34, LOTS 37 THROUGH 41, LOT 48, LOT 68 THROUGH 73, LOT 80, LOTS 18 THROUGH 201, 237, 238, 254, 257, 258, AND LOTS 260 THROUGH 275 FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.
 - THERE SHALL BE A MINIMUM REAR SETBACK EQUAL TO THE LIMITS OF THE DRAINAGE EASEMENT OR 30 FEET, WHICHEVER IS GREATER ON SINGLE FAMILY LOTS 25 THROUGH 31, LOTS 42 THROUGH 47, LOTS 49 THROUGH 56, LOTS 61 THROUGH 67, LOTS 202 THROUGH 236, LOTS 245 THROUGH 251, 255, 256, AND 259, FOR BUILDINGS, POOLS, POOL DECKS, POOL SCREEN ENCLOSURES, PATIOS, AND FENCES.

PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

LEGEND	
AE	- ACCESS EASEMENT
CS	- CENTERLINE SYMBOL
Δ	- CENTRAL ANGLE
CSE	- COMPENSATING STORAGE EASEMENT
DE	- DRAINAGE EASEMENT
L	- LENGTH
LB	- LICENSED BUSINESS
MB	- MAP BOOK
NE	- NON-VEHICULAR ACCESS EASEMENT
NR	- NON RADIAL
ORB	- OFFICIAL RECORDS BOOK
PC	- POINT OF CURVATURE
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRM	- PERMANENT REFERENCE MONUMENT
PSM	- PROFESSIONAL SURVEYOR AND MAPPER
PT	- POINT OF TANGENCY
R	- RADIUS
TPE	- TREE PRESERVATION EASEMENT
R/W	- RIGHT-OF-WAY
UE	- UTILITY EASEMENT
IE	- IRRIGATION EASEMENT

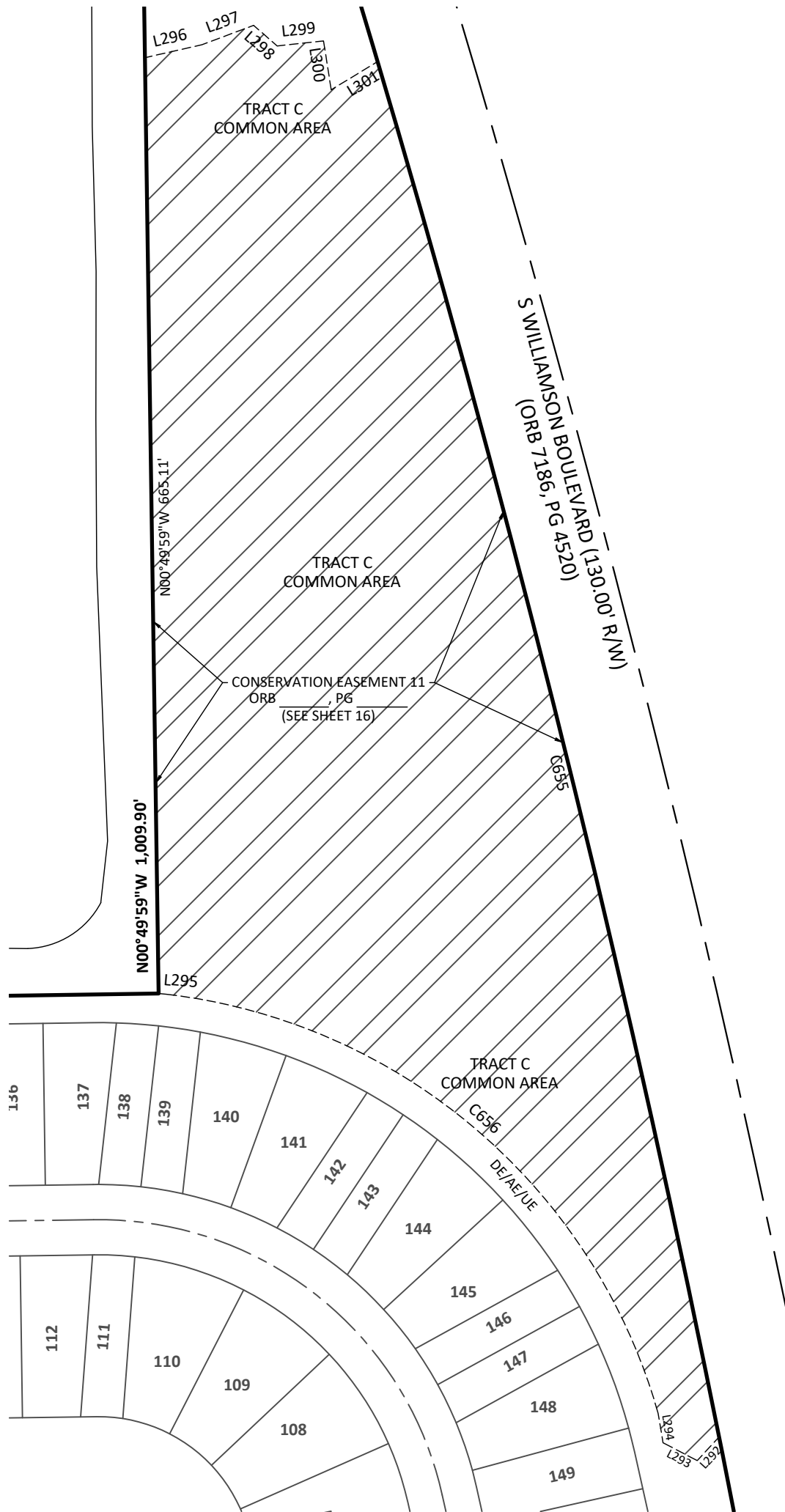
WOODHAVEN - PHASE 2

LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



LINE	BEARING	DISTANCE
L285	N14°18'39"W	52.96
L286	S20°59'48"E	46.35
L287	S59°19'13"W	6.54
L288	S86°07'46"W	26.90
L289	S49°21'54"E	9.07
L290	N70°33'22"W	4.33
L291	S45°38'59"W	15.07
L292	N42°47'37"E	22.92
L293	N62°16'53"W	22.40
L294	S69°20'04"E	21.26
L295	S85°19'50"E	5.80
L296	S77°13'59"W	43.52
L297	S69°28'43"W	39.18
L298	N48°51'24"W	22.21
L299	N83°49'06"E	13.13
L300	N08°44'40"W	35.18
L301	N58°40'23"E	38.59

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C651	1,767.00'	13°29'34"	414.06'	N30°28'11"W	433.11'
C652	173.00'	104°17'53"	314.02'	S20°09'19"W	273.20'
C653	170.00'	42°00'13"	124.63'	S48°02'17"E	121.86'
C654	21.00'	114°20'04"	41.97'	S11°42'22"E	35.82'
C655	11,189.30'	5°09'29"	1,007.34'	N13°56'31"W	1,007.00'
C656	413.00'	167°33'26"	486.97'	S49°34'51"E	459.24'



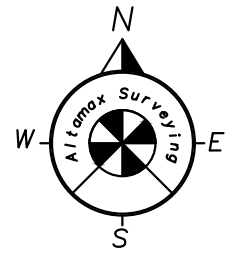
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PREPARED BY:
Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
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TPE	- TREE PRESERVATION EASEMENT
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IE	- IRRIGATION EASEMENT

WOODHAVEN - PHASE 2

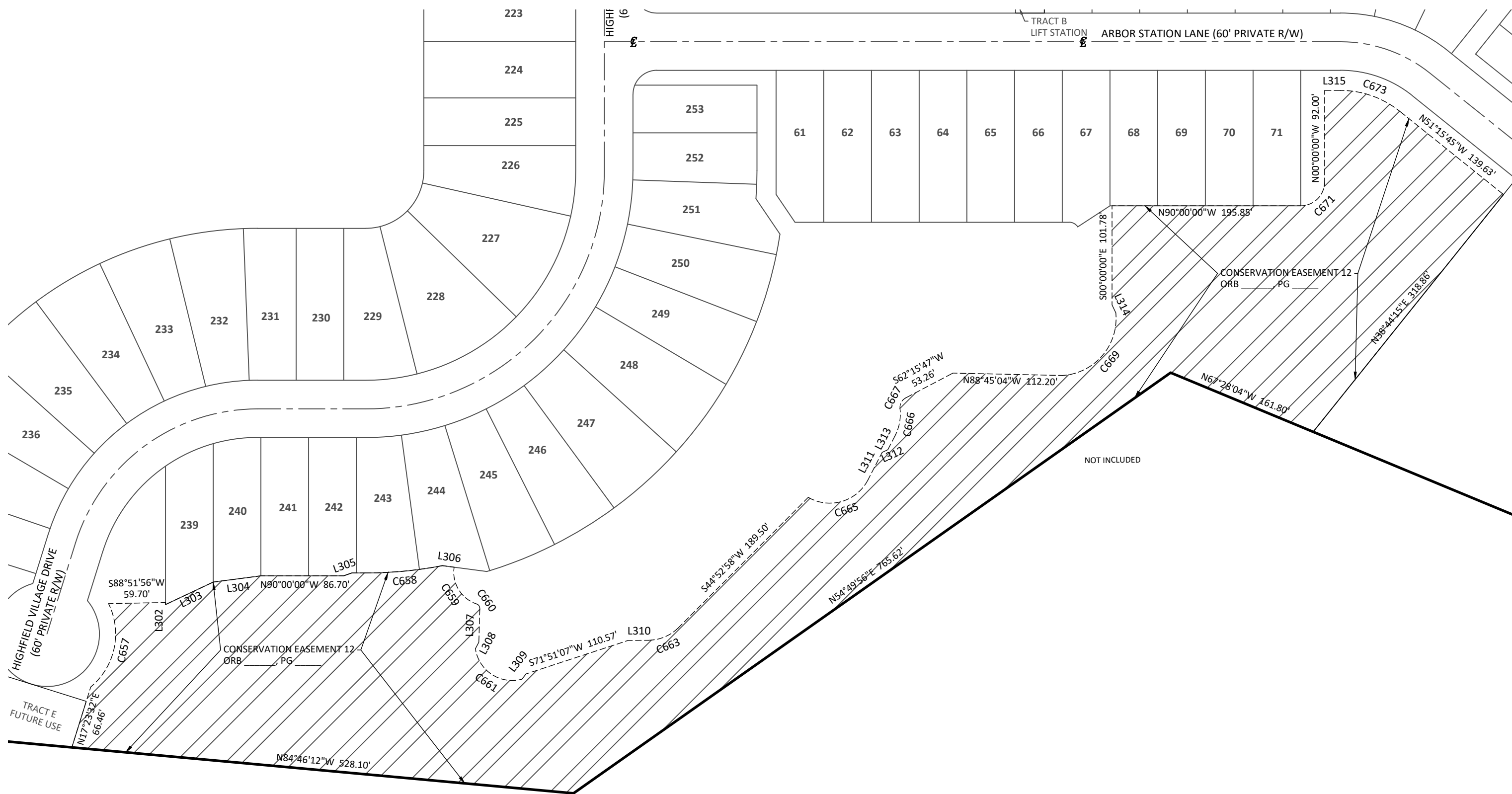
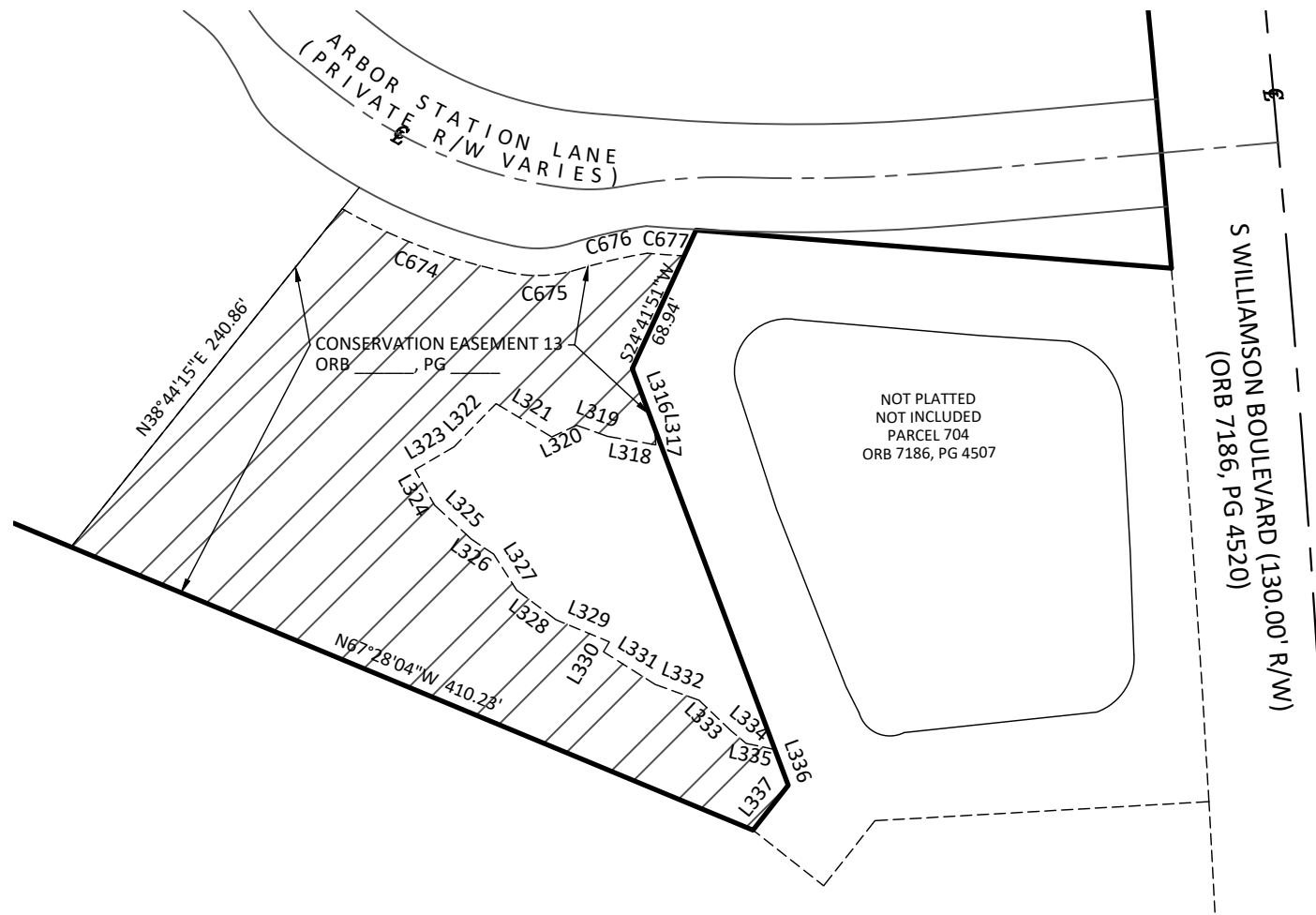
LYING IN SECTIONS 32 & 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
AND SECTIONS 4 & 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



GRAPHIC SCALE
0 100 200
1 INCH = 100 FEET

LINE	BEARING	DISTANCE
1281	N14°15'33"W	52.86
1286	S20°59'48"E	46.35
1287	S59°17'03"W	16.54
1288	S89°07'46"W	26.50
1289	S49°21'54"E	9.07
1290	N10°23'22"W	16.35
1291	S45°38'55"W	15.07
1292	N42°43'51"E	22.52
1293	N63°16'53"W	22.40
1294	S09°59'04"E	21.28
1295	S85°19'50"E	5.30
1296	S77°11'59"W	41.57
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PC	- POINT OF CURVATURE		
PG	- PAGE		



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/20/2023

SUBJECT: (G16) First Reading - Ordinance No. 2023-07 - Amendment to Chapter 54, Article IV, Fire & Rescue Pension Fund of the Code of Ordinances

DEPARTMENT: Finance

GOAL: 1 - Public Safety 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve first reading of Ordinance No. 2023-07 amending the Fire and Rescue Pension Fund.

SUMMARY: On February 7, 2023, City Council approved the Memorandum of Understanding (MOU) with the International Association of Firefighters (IAFF) Collective Bargaining Agreement (CBA) to amend Article 12 - Retirement plan. Staff have been working with the Board of Trustees of the Fire and Rescue Pension Fund and Foster & Foster, the actuary, to draft the ordinance and complete the required actuarial impact statement amending Section 54-77, Definitions and Section 54-104, Benefits and Contributions

This ordinance is the required amendment to the Port Orange Fire and Rescue Pension Fund ("Pension Fund") and is necessary to permit such new obligations and conditions. The Board of Trustees of the Fire and Rescue Pension Fund have requested and approved such an amendment and it is in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Fund. The changes are as follows:

1. Section 54-77 - Definitions. Amends the definition of average final compensation of the three highest years of the last five years of credit service. This will become effective once the funded ratio of the Retirement Plan reaches 80% or more.
2. Section 54-104 - Amends language that clarified the hire date of individuals that were classified as reserves shall have their hired as a "Reserve" under the retirement plan for such employment for credited service in the Fire and Rescue Pension Fund. There shall be no cost to the employee.

Staff have received and reviewed the actuarial impact statement related to this change to the Pension Fund. The cost impact shows that there is no cost impact on the current fiscal year. However, for fiscal 2023 - 2024, the city's required contribution as a percentage will go from 79.2% of payroll to 80.2%. Preliminary estimates for fiscal year 2023 - 2024 show that this amendment will cost the city \$40,000 in additional required contributions to the fire and rescue pension fund.

Staff recommends approval of this ordinance.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ordinance 2023-07- Port Orange Fire Pension Amendment	Ordinance 2023-07- Port Orange Fire Pension Amendment.docx
2.	Port Orange Fire Cost Impact Study	Port Orange Fire Cost Impact Study.pdf

Robin Fenwick	Created/Initiated - 6/7/2023
John McKinney	Approved - 6/7/2023
Matthew Jones	Approved - 6/9/2023
Wayne Clark	Approved - 6/9/2023
Tracee Cody	Final Approval - 6/9/2023

ORDINANCE 2023-07

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, BY AMENDING SECTION 54-77, DEFINITIONS; AMENDING SECTION 54-104, BENEFITS AND CONTRIBUTION FOR MEMBERS HIRED ON OR AFTER DECEMBER 4, 2012; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange and the Port Orange Professional Firefighters Association IAFF Local 3118, have ratified a collective bargaining agreement for FY 2021-2023 that includes certain changes to pension benefits; and

WHEREAS, the City of Port Orange and the Port Orange Professional Firefighters Association IAFF Local 3118 entered into a Memorandum of Understanding, dated February 2023, which modifies the provisions of the FY 2021-2023 collective bargaining agreement; and

WHEREAS, an amendment to the Port Orange Fire and Rescue Pension Fund ("Pension Fund") is necessary to permit such new obligations and conditions; and

WHEREAS, the Board of Trustees of the Pension Fund have requested and approved such an amendment; and

WHEREAS, the trustees of the Pension Fund have considered such an amendment to be in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Fund; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change to the Pension Fund; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Port Orange to amend its code of ordinances as set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Section 54-77, Definitions, is hereby amended by revising as follows:

Section 54-77. Definitions.

* * * * *

Average final compensation, for members who are employed and not participating in the DROP on January 1, 2013, means one-twelfth of the average salary of the five best years of the last ten years of credited service prior to retirement, termination or death, or the career average as a full-time firefighter, whichever is greater. Provided, in no event shall the average final compensation of a member who is employed and not participating in the DROP on January 1, 2013, be less than one-twelfth of the average salary of the three best years of the last ten years of credited service prior to January 1, 2013. A year shall be 12 consecutive months. In the case of a member who has credited service as a full-time firefighter and as a volunteer firefighter, average final compensation shall be determined in accordance with this subsection, except that a separate calculation shall be made for service as a full-time firefighter and for service as a volunteer firefighter. Notwithstanding the foregoing, effective the October 1st immediately subsequent to the annual actuarial valuation report adopted by the System's Board of Trustees reflecting an eighty percent (80%) or greater funded ratio, for Members who are employed and not participating in the DROP on such effective date, a Member's Average Final Compensation shall mean one-twelfth of the average Salary of the three (3) highest years of the last five (5) years of Credited Service prior to retirement, termination or death. The "funded ratio" as described here shall be

determined by dividing the actuarial value of the System's assets by the total actuarial accrued liability while utilizing the entry age normal methodology as a basis for such calculation.

* * * * *

Firefighter means an actively employed full-time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § 633.35, and whose duty it is to extinguish fires, to protect life and to protect property. The term "firefighter" shall also include a volunteer firefighter whose name is carried on the active membership rolls of the fire and rescue department and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters. Effective February 7, 2023, any member who is employed and not participating in the DROP on such effective date who was once classified as a "Reserve" shall be eligible for Credited Service in the System based on their respective original hire date by the City as a "Reserve." Any cost associated with such crediting shall not be the responsibility of the Member.

Section 2. Section 54-104, Benefits and contribution for members hired on or after December 4, 2012, is hereby amended as follows:

Sec. 54-104. - Benefits and contribution for members hired on or after December 4, 2012.

Notwithstanding any other provision of this system, Members hired on or after December 4, 2012, shall be subject to the provisions of sections 54-76 through 54-103, except as otherwise provided below:

* * * * *

(3) The definition of "average final compensation" shall be the five best years of the last ten years of credited service. Notwithstanding the preceding sentence, effective the October 1st immediately subsequent to the annual actuarial valuation report adopted by the System's Board of Trustees reflecting an eighty percent (80%) or greater funded ratio, for Members who are employed and not participating in the DROP on such effective date, a Member's Average Final Compensation shall mean one-twelfth of the average Salary of the three (3) highest years of the last five (5) years of Credited Service prior to retirement, termination or death. The "funded ratio" as described here shall be determined by dividing the actuarial value of the System's assets by the total actuarial accrued liability while utilizing the entry age normal methodology as a basis for such calculation.

* * * * *

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intent. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

Section 6. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2023.

Passed and adopted on second and final reading on the ____ day of _____, 2023.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

June 5, 2023

Board of Trustees
City of Port Orange
Firefighters' Pension Board

Re: City of Port Orange Fire and Rescue Pension Fund

Dear Board:

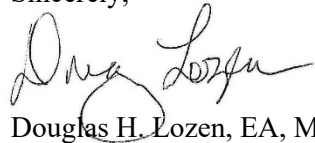
Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Douglas H. Lozen, EA, MAAA
DHL/lke

Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Port Orange is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Port Orange is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

June 5, 2023
(Page 2)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

1. Credited Service shall include periods of time employed by the City of Port Orange as a “Reserve” Firefighter.
2. A definition of Average Final Compensation (AFC) based on the highest 3 years of the last 5 years of Credited Service ².

The cost impact, determined as of October 1, 2022, applicable to the fiscal year ending September 30, 2024, is as follows ²:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	101.7%	100.5%
Member Contributions (Est.) % of Projected Annual Payroll	7.8%	7.8%
City And State Required Contribution % of Projected Annual Payroll	93.9%	92.7%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$461,979 13.7%	\$461,979 13.5%
City Required Contribution ² % of Projected Annual Payroll	80.2%	79.2%

¹ Represents the amount received in calendar 2022. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City’s required contribution.

² Please note that the proposed AFC requires an Actuarial Funded Ratio (defined as the ratio of the Actuarial Value of Assets divided by the Entry Age Normal Actuarial Accrued Liability) of at least 80%. Given that the Actuarial Funded Ratio is 69.0% with this Impact Statement, the above funding requirements do not reflect the proposed three-year average for AFC purposes. Based on results set forth in our June 8, 2022 cost study, the estimated funding impact associated with the AFC change is approximately 2.2% of pensionable payroll. Accordingly, the actual impact on contribution requirements and funded ratio will be reflected in the first valuation that follows attainment of an 80% Actuarial Funded Ratio.

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL IMPACT STATEMENT

June 5, 2023
(Page 2)

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2022 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2022 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
A. Participant Data		
Actives	58	58
Service Retirees	49	49
DROP Retirees	5	5
Beneficiaries	4	4
Disability Retirees	5	5
Terminated Vested	<u>10</u>	<u>10</u>
Total	131	131
Payroll Under Assumed Ret. Age	3,379,507	3,432,428
Annual Rate of Payments to:		
Service Retirees	2,726,801	2,726,801
DROP Retirees	239,970	239,970
Beneficiaries	156,858	156,858
Disability Retirees	112,987	112,987
Terminated Vested	15,191	15,191
B. Assets		
Actuarial Value (AVA) ¹	39,993,842	39,993,842
Market Value (MVA) ¹	34,905,765	34,905,765
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	17,160,383	17,111,848
Disability Benefits	473,486	474,459
Death Benefits	53,479	53,253
Vested Benefits	521,322	520,527
Refund of Contributions	124,997	124,997
Service Retirees	37,194,259	37,194,259
DROP Retirees ¹	4,073,040	4,073,040
Beneficiaries	1,684,007	1,684,007
Disability Retirees	1,446,673	1,446,673
Terminated Vested	196,554	196,554
Share Plan Balances ¹	<u>0</u>	<u>0</u>
Total	62,928,200	62,879,617

C. Liabilities - (Continued)	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Present Value of Future Salaries	29,040,138	29,066,763
Present Value of Future Member Contributions	2,253,515	2,255,581
Normal Cost (Retirement)	540,222	552,928
Normal Cost (Disability)	39,322	40,659
Normal Cost (Death)	3,200	3,277
Normal Cost (Vesting)	27,086	30,107
Normal Cost (Refunds)	<u>23,543</u>	<u>23,543</u>
Total Normal Cost	633,373	650,514
Present Value of Future Normal Costs	4,966,335	4,991,998
Accrued Liability (Retirement)	12,964,611	12,895,101
Accrued Liability (Disability)	142,534	141,555
Accrued Liability (Death)	26,312	26,029
Accrued Liability (Vesting)	213,616	210,142
Accrued Liability (Refunds)	20,259	20,259
Accrued Liability (Inactives) ¹	44,594,533	44,594,533
Share Plan Balances ¹	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability (EAN AL)	57,961,865	57,887,619
Unfunded Actuarial Accrued Liability (UAAL)	17,968,023	17,893,777
Funded Ratio (AVA / EAN AL)	69.0%	69.1%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2022</u>	Old Benefits <u>10/1/2022</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	44,594,533	44,594,533
Actives	8,670,645	8,344,229
Member Contributions	<u>1,669,424</u>	<u>1,669,424</u>
Total	54,934,602	54,608,186
Non-vested Accrued Benefits	<u>798,398</u>	<u>1,074,648</u>
Total Present Value		
Accrued Benefits (PVAB)	55,733,000	55,682,834
Funded Ratio (MVA / PVAB)	62.6%	62.7%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	50,166	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	50,166	

	New Benefits	Old Benefits
Valuation Date	10/1/2022	10/1/2022
Applicable to Fiscal Year Ending	<u>9/30/2024</u>	<u>9/30/2024</u>

E. Pension Cost

Normal Cost (with interest)		
% of Total Annual Payroll ²	19.4	19.6
Administrative Expenses (with interest)		
% of Total Annual Payroll ²	2.5	2.5
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2022, with interest)		
% of Total Annual Payroll ²	79.8	78.4
Minimum Required Contribution		
% of Total Annual Payroll ²	101.7	100.5
Expected Member Contributions		
% of Total Annual Payroll ²	7.8	7.8
Expected City and State Contribution		
% of Total Annual Payroll ²	93.9	92.7

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances.

² Contributions developed as of 10/1/2022 are expressed as a percentage of total annual payroll at 10/1/2022 of \$3,379,507 under the New Benefits column and of \$3,432,428 under the Old Benefits Column.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year.

Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.

Male: PubS.H-2010 for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.

Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.25% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0-4	5.50%
5-9	4.50%
10+	4.00%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Payroll Growth

None.

Administrative Expenses

\$81,675 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Cost-Of-Living Adjustments (COLA)

For purposes of COLA eligibility, plan is assumed to reach an 80% Funded Ratio on October 1, 2030.

Amortization Method

New UAAL amortization bases are amortized over 15 years.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - a half year, based on current 7.25% assumption.

Salary - None.

Termination Rates

% Terminating During the Year	
Service	Rate
0-4	7.5%
5-9	3.0%
10+	1.0%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Disability Rates

Sample rates shown in the below table. It is assumed that 90% of active disablements are duty-related.

% Becoming Disabled During the Year	
Age	Rate
20	0.07%
25	0.09%
30	0.11%
35	0.14%
40	0.19%
45	0.30%
50	0.51%
55	0.96%
60	1.66%
65	2.39%

The above rates were approved by the Board as the result of the November, 2019 experience study.

Normal Retirement

Members hired prior to December 5, 2012:

% Retiring During the Year (10-24 Years of Service)		% Retiring During the Year ($\geq$ 25 Years of Service)	
Eligibility	Rate	Eligibility	Rate
First Eligible	50.0%	First	100.0%
Years 1-4	30.0%		
Years 5+	100.0%		

Members hired after December 4, 2012 are assumed to retire immediately upon first eligibility.

The above rates are the result of the November, 2019 experience study.

Early Retirement

None, based on results of the November, 2019 experience study.

Asset Valuation Method

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2021-10)

CREDITED SERVICE

Years and fractional parts of years of service with the City as a Firefighter. Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service.

SALARY

Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus all tax-deferred, tax sheltered and tax-exempt items of income. Base pay excludes overtime, education pay, lump sum payments of annual leave, sick leave, and compensation leave, and all other nonregular compensation. Effective July 1, 2021, Salary includes specialty and incentive pay.

AVERAGE FINAL COMPENSATION

Average Final Compensation is the greatest of the following, applied to all pieces of benefit, per Board direction at the May 2020 Board meeting:

- a) Average Salary during the three (3) best years of the last ten (10) ("Best 3 of 10") as of September 25, 2012,
- b) Best 3 of 10 as of December 31, 2012, and
- c) Best 5 of 10 as of date of termination.

NORMAL RETIREMENT

Eligibility

Benefit Accrued Prior to 9/25/2012

Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

Benefit Accrued On/After 9/25/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service. With 10 years of Credited Service as of January 1, 2013, eligibility is also attained at Age 48 and 25 years of Credited Service.

Benefit Amount

3.00% of Average Final Compensation for each year of Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

In no event shall the benefit be less than 2.00% of Average Final Compensation for each year of Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

EARLY RETIREMENT

Eligibility

Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount

Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

SUPPLEMENTAL BENEFIT

Members hired before December 4, 2012 are eligible for a supplemental benefit upon attainment of 20 years of Credited Service and normal or early retirement eligibility.

The monthly supplement is calculated in two pieces: 1) \$20 per year of Credited Service before January 1, 2013 and 2) \$10, \$15, or \$20 per year of Credited Service on and after January 1, 2013. The post-2012 supplemental benefit rate depends on total Credited Service at retirement. The first piece cannot exceed \$600 and the second piece cannot increase the total supplement above \$500.

COST-OF-LIVING ADJUSTMENT

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/2012

None.

DISABILITY

Eligibility

a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.

b) Total and permanent disability as determined by the Board.

Benefit Amount

Non-Service Connected

Benefit computed as for Normal Retirement.

Service Connected

Benefit computed as for Normal Retirement, but not less than 51% of Average Final Compensation.

VESTING (TERMINATION)

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

DEATH

Pre-Retirement

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Post-Retirement

According to optional form of payment selected at retirement.

CONTRIBUTIONS

Employee

7.50% of Salary.
8.00% of Salary for Members hired after 12/4/2012.

Premium Tax

1.85% tax on applicable insurance policies.

City

Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

BOARD OF TRUSTEES

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).

SHARE PLAN

Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is currently not funded as the City and Membership mutually consented to allow the City use all future State Monies.



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate.
Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com