



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 1, 2023

AGENDA

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

A. OPENING

1. Invocation by Pastor Mike Swingle of First Baptist Church of Harbor Oaks
2. Pledge of Allegiance
3. Roll Call

B. TOWN CENTER CRA REGULAR MEETING

C. CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

D. EASTPORT CRA REGULAR MEETING

E. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
  - a. July 11, 2023 - City Council Workshop
  - b. July 18, 2023 - Regular City Council Meeting
  - c. July 25, 2023 - Special City Council Meeting
7. Bid Awards and Contract Items
  - a. Award of ITB No. 23-03 for Major Thoroughfare Landscape Maintenance to Brightview Landscape Services, Inc.
  - b. Approval of Change Order No. 1 with McMahan Construction Co., Inc. for the Water Reclamation Facility East Master Lift Station upgrades

- c. Approval of Amendment No. 2 to the Down Under Causeway Park/Down Under Lease Agreement with the Florida Department of Transportation (FDOT)
  - d. Approval of Task Authorization No. 3 with Advanced Roofing for the repair of the Public Works Fleet Roof
  - e. Approval of Task Authorization No. 4 with Dredging & Marine Consultants for the Memorial Park Observation Dock Rehabilitation
  - f. Approval of Task Authorization No. 7 with Kimley-Horn, Inc under the Master Contract for Engineering & Environmental Services as it relates to the City-wide Stormwater Master Plan Update
  - g. Approval of a Standard Contract for Services with Applied Aquatic Management Inc. for Aquatic Plant Management
  - h. Approval of a Contract with Samsula Waste, Inc. d/b/a Samsula Demolition to demolish and clean up the properties located at 826, 828, 830, and 832 Sugarhouse Blvd., pursuant to the Code Enforcement Special Magistrate's Order
- 8. Resolution No. 23-27 - FY2022 - 2023 Third Quarter Budget Amendments
  - 9. Resolution No. 23-28 - Housing and Urban Development Community Development Block Grant (CDBG) Plan Year 2023 Annual Action Plan
  - 10. Approval of Quit-Claim Deed regarding Amended Grant Award Agreement with Florida Communities Trust (FCT) for a portion of Riverwalk Park Property

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

G. COUNCIL COMMENTS

- 11. Comments/Concerns from Council Members

H. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

- 12. Golf Advisory Board Report

I. PUBLIC HEARING

- 13. First Reading - Ordinance 2023-08 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Definitions)
- 14. Approval of the Coastal Oaks Subdivision Plat and Plans (Case No. SUBD-23-0001)

J. ADDITIONAL ITEMS

- 15. City Attorney
- 16. City Manager

K. ADJOURNMENT



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



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



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

**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)**, IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, [CITYCLERK@PORT-ORANGE.ORG](mailto: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.

CITY COUNCIL WORKSHOP MINUTES  
COUNCIL CHAMBERS – CITY HALL  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA  
JULY 11, 2023

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

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

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

Also Present:

Assistant City Attorney, Shannon Balmer  
Deputy City Clerk, Tracee Cody

DISCUSSION ITEMS

4. Discussion on FY 2023 - 2024 Operating Fund Budgets, Capital Outlay, and Capital Improvement Programs

Wayne Clark, City Manager, provided a brief recap of the budget process leading up to tonight's workshop. He explained this initial proposed budget was calculated with a working millage rate incorporated, due to a few key unknown variables, such as active negotiations and unknown state revenues. The maximum millage rate will be set on July 25, 2023. Moving forward, based on Council's feedback, there could be another workshop to discuss fees in August and the final budget is scheduled to be adopted in September.

Jonathan McKinney, Assistant City Manager & Finance Director, discussed an overview of the budget, key drivers, revenues, and the proposed budget increase. The first public hearing to adopt the proposed budget is scheduled for September 6, 2023 and the second and final hearing is scheduled for September 20, 2023, both at 5:30 p.m.

A few comments from Council included that it's notable that CRA funds are no longer being subsidized by the general fund and re-naming funds to be streamlined and clearer from the public's standpoint. Mayor Don Burnette stressed the importance of reviewing fees every five years whether they increase or not and also noted that having a friendly, safe community comes at a cost while trying to be efficient.

ADJOURNMENT – 6:46 p.m.

Attest:

---

Mayor Donald O. Burnette

---

Robin Fenwick, MMC  
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA  
JULY 18, 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 Joshua Owen of Spruce Creek Presbyterian Church

Pledge of Allegiance

|           |               |                                                                                                                                |
|-----------|---------------|--------------------------------------------------------------------------------------------------------------------------------|
| Roll Call | Present:      | Councilman Tracy Grubbs<br>Councilman Drew Bastian<br>Councilman Scott Stiltner<br>Vice Mayor Reed Foley<br>Mayor Don Burnette |
|           | Also Present: | Assistant City Attorney, Shannon Balmer<br>City Manager, Wayne Clark<br>Deputy City Clerk, Tracee Cody                         |

RECOGNITION AND PROCLAMATIONS

4. Parks and Recreation Month Proclamation

Mayor Don Burnette read the proclamation for Parks and Recreation Month and presented it to Susan Lovallo, Parks & Recreation Director.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

Robert Reinhagen, resident, commented on agenda item #10 particularly in regards to wells that are not included in the study.

6. Agenda Approval

Mayor Burnette asked to pull Item #10 for further discussion.

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

Regular City Council Meeting

July 18, 2023

Page 2 of 7

7. Approval of Minutes
  - a. June 20, 2023 - Regular City Council Meeting
8. Bid Awards and Contract Items
  - a. Approval of Task Authorization No. 1 with Insituform Technologies LLC for the FY23 Cured in Place Pipe lining (CIPP) Project for Ravenwood/Foxboro/Deep Forest Subdivisions
  - b. Approval of Amendment and Renewal No. 1 with Better Barricades, Inc. for Street Striping
  - c. Approval of Change Order No. 1 to the Contract for Services with General Underground, LLC (CA8036) for the emergency temporary repairs at the Cambridge Stormwater Pump Station
  - d. Approval of Task Authorization No. 1 with Advanced Roofing, Inc. for Roof Replacement on the Maintenance Barn at Cypress Head Golf Course
  - e. Approval of Task Authorization No. 2 with Advanced Roofing, Inc. for YMCA Roof Repairs
  - f. Approval to award ITB 23-07 to Danus Utilities, Inc. for Sanitary Sewer Manhole Lining
9. Resolution No. 23-23 - Vacation of a portion of the buffer requirement established in Plat Note No. 7 of the Palmas Bay Club Subdivision Plat
10. Resolution No. 23-24 - 2023 City of Port Orange Water Supply Work Plan
11. Resolution No. 23-25 - Establishing Notice and Hearing Requirements for Certain Assessment Increases
12. Concurrence Request - Department Head Residency Requirement per Section 2-186 of the Code of Ordinances

Motion to approve the Consent Agenda Items #7-#9, #11 and #12 as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

Item #10 - Resolution No. 23-24 - 2023 City of Port Orange Water Supply Work Plan

Motion to approve Item #10 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner.

Mayor Burnette commented that there are over 40 wells in use in the City with about 80 percent of them being in the city's conservation field. He explained the State approves consumptive use permit in increments of 10 years, but based on our consumption levels and our water supply plan, the State approved our permit for 20 years and he credited Wayne Clark, City Manager, and his staff for their hard work.

Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Agenda)

13. Barracks of Hope Presentation by Halifax Urban Ministries

Stacy Cantu, Daytona Beach Commissioner, spoke on behalf of the Barracks of Hope which offers housing and support to veterans, in hopes of the Port Orange City Council sponsoring a room with a \$25,000.00 donation. Buck James, Executive Director of Halifax Urban Ministries, provided further details on the project and introduced members of veteran organizations that participate in many different ways. Rolf Matter (Commander of the Military Order of the Purple Heart, Chapter 316), Bob Adkins (President of the Vietnam Veterans of America, Chapter 1048), Michael Deem (Marine Corps League of Department of Florida), and Senator Tom Wright all pointed out how the donation would help veterans.

All Council members expressed their gratitude to veterans and support of the Barracks of Hope's mission. Mayor Burnette, with the consensus of Council, requested Mr. Clark to budget \$30,000.00 for sponsorship in hopes of challenging other cities to do the same.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Carolyn Sanders-James and Pam Hansen-Peterson, residents, commented about the community of Freemanville and Mount Moriah Baptist Church in hopes of bringing awareness and preservation of the church.

Rick Brown, resident of Daytona Beach and property owner in Port Orange, thanked Council for their support of Barracks of Hope and commented on maintenance issues in and around the Port Orange Pavilion.

James Houlahan and Geri Nehall, Sugar Forest residents, expressed their concerns about flooding and other issues around the subdivision.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Mayor Burnette asked Mr. Clark for an update on the Sugar House Blvd. quadruplex that caught fire and work that maintenance staff is doing around the neighborhood. Mr. Clark said an agenda item is scheduled for August 1<sup>st</sup> to present a quote to Council for demolition of the quadruplex. Mr. Clark also provided an update that maintenance crews are constantly out maintaining ditches, pipes, etc. throughout multiple neighborhoods and that the Nova Canal capital improvement project will help the flow of water. Mayor Burnette touched on the fact that one of the challenges with the Sugar Forest neighborhood is that the Home Owners Association is defunct and that the City doesn't have legal rights to operate on land it doesn't own.

Vice Mayor Foley thanked Senator Wright and Representative Chase Tramont for visiting and presenting the City with a check for legislative appropriations. Councilman Grubbs thanked them as well and addressed concerns from the Sugar Forest residents. Councilman Stiltner stressed that residents can help the city acquire funds for needed projects by contacting their state reps and he also encouraged residents of neighborhoods with defunct HOAs to re-form them. Councilman Drew Bastian agreed and told residents to report concerns to the city.

#### BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

##### 15. Parks & Recreation Advisory Board Appointment

Motion to re-appoint Michael Navarra to the Parks & Recreation Advisory Board was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

##### 16. Golf Advisory Board Appointment (x3)

Motion to re-appoint Lance Green, Dennis Flesch and appoint Mike Bagnato to his first term was made by Councilman Drew Bastian and seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

Council recessed at 7:54 p.m. and reconvened at 8:03 p.m.

#### PUBLIC HEARING

17. Second Reading - Ordinance No. 2023-04 - Code of Ordinances Amendment/Chapter 58, Article III - Special Events

Mayor Don Burnette read Ordinance 2023-04.

#### 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.

Motion to adopt Ordinance No. 2023-04 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

18. Second Reading - Ordinance No. 2023-05 - Fourth Amendment to the Master Development Agreement for the Woodhaven Planned Unit Development (Case No. PRZA-23-0003)

Mayor Don Burnette read Ordinance No. 2023-05

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.

Motion to adopt Ordinance No. 2023-05 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

19. Second Reading - Ordinance No. 2023-06 - Second Amendment to the Master Development Agreement for the Southwinds Center Planned Commercial Development (Case No. PRZA-23-0002)

Mayor Don Burnette read Ordinance No. 2023-06

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.

Motion to adopt Ordinance No. 2023-06 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

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

Mayor Don Burnette read Ordinance No. 2023-07

ORDINANCE NO. 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.

Motion to adopt Ordinance No. 2023-07 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

21. City Attorney

There was nothing further.

22. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. Arthaus - Vice Mayor Reed Foley

They have yet to have a meeting.

ADJOURNMENT – 8:08 p.m.

---

Mayor Donald O. Burnette

Attest:

---

Robin Fenwick, MMC  
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA  
JULY 25, 2023

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

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

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

Also Present:

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

DISCUSSION / ACTION

4. Setting Maximum Operating Millage Rate for Fiscal Year 2023-24

Wayne Clark, City Manager, introduced John McKinney, Assistant City Manager/Finance Director, to provide details of the Special Meeting.

Mr. McKinney explained the discussion was about the maximum millage for the operating/general fund, voted debt service millage, and public hearing dates. Currently, the general fund is at a budget of \$58,006,784. Since the July workshop, some state revenue totals came in and reduced the working millage rate from 5.1661 to 5.0600. The new rate of 5.0600 relates to a 13.84% increase over the current rolled-back rate of 4.4447.

Mr. McKinney recommended setting the maximum millage rate at 5.06 because we are still waiting for state revenue estimates, such as local option gas tax and communication services tax. Mr. McKinney believes once we receive the estimates, that the millage rate could be reduced even more.

Vice Mayor Reed Foley pointed out that Port Orange has the most homesteaded properties (2/3) in Volusia County. Councilman Drew Bastian had Mr. McKinney explain the difference between assessed value, market value, and taxable value.

Motion to set the maximum millage rate at 5.0600 was made by Councilman Drew Bastian and seconded by Councilman Scott Stiltner. Motion failed 3-2 with Councilman Tracy Grubbs, Councilman Scott Stiltner, and Mayor Don Burnette voting no.

Motion to set the maximum millage rate at 4.9999 was made by Councilman Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried 4-1 with Councilman Drew Bastian voting no.

Mayor Burnette announced the public hearings will be held on September 6, 2023 and September 20, 2023, both at 5:30 p.m.

Mr. McKinney will give a proposed budget book to Council on August 10, 2023, which will include the necessary millage to balance the budget. Mr. McKinney also informed Council of the 2016 General Obligation Refunding Bonds. The GO Bond millage rate that is required is 0.1885, the City has an outstanding debt of \$8,695,000 and the required debt service for FY2024 is \$903,619.

Lastly, Mr. Clark mentioned a Transform 386 meeting, hurricane recovery help put on by Volusia county, will be held on Monday, July 31, 2023 at the Port Orange Regional Library.

ADJOURNMENT – 6:01 p.m.

---

Mayor Donald O. Burnette

Attest:

---

Robin Fenwick, MMC  
City Clerk



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7a) Award of ITB No. 23-03 for Major Thoroughfare Landscape Maintenance to Brightview Landscape Services, Inc.

**DEPARTMENT:** Public Works

**GOAL:** 1 - Public Safety, 3 - Quality of Life

---

**RECOMMENDED MOTION:** Move to award ITB 23-03 for Major Thoroughfare Landscaping Maintenance Standard Contract for Services to Brightview Landscape Maintenance Services.

---

**SUMMARY:** In 2019, the City entered into a Standard Contract with VerdeGo, LLC pursuant to ITB No. 19-18 for Major Thoroughfare Landscape Maintenance. At that time, the scope of services was revised to remove the Dunlawton medians from Spruce Creek Rd west to I-95, due to the beautification project that same year. The initial term from September 27, 2019 to September 26, 2022 has been completed and we are moving towards the end of the first of two renewal options, expiring September 26, 2023.

Now that the Dunlawton medians project is complete and is out of the warranty period, the Dunlawton medians have been added back to the scope of work and new bids have been pursued. The scope of work now encompasses the medians and roadsides on Ridgewood Avenue, Dunlawton Avenue, Nova Road, Causeway right of way and the Dunlawton Bridge median and right of way. Contract services include mowing, mulch, fertilizer, pesticide and herbicide treatments as well as tree, palm tree, and shrub maintenance.

On July 5, 2023, Purchasing Staff received four bids, three qualified and one was deemed non-responsive.

1. Brightview Landcape Services, Inc. Total Bid: \$222,166.60
2. Scotty Boy Landscaping & Maintenance, LLC Total Bid: \$276,145.00
3. Yellowstone Landscape - Southeast, LLC Total Bid: \$283,945.00
4. Verdego Landscape - non-responsive - failure to provide proof of bonding capacity. Total Bid: \$353,209.18

Staff requests approval to award a Standard Contract for Services to Brightview Landscape Services, Inc. for ITB No. 23-03 Major Thoroughfare Landscape Maintenance. The contract term will be two years with three one-year renewal options to begin August 9, 2023. The existing contract will be terminated early in order to provide

---

continuous service on the entire new scope of work beginning in August.

The funding source for the remainder of FY 2023 is from Public Works, Ground Maintenance Services, and a budget has been requested for FY 2024.

PRESENTER: Tom DiEulio

---

**ATTACHMENTS:**

|     |                                                                                                                        |                                                                                                                            |
|-----|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 1.  | Brightview Landscape Service, Inc. ITB 23-03 Major Thoroughfare Landscape Maintenance - Standard Contract for Services | Brightview Landscape Service, Inc. ITB 23-03 Major Thoroughfare Landscape Maintenance - Standard Contract for Services.pdf |
| 2.  | ITB 23-03 Major Thoroughfare Landscape Maintenance Services FINAL (5.24.2023)                                          | ITB 23-03 Major Thoroughfare Landscape Maintenance Services FINAL (5.24.2023).pdf                                          |
| 3.  | ORIGINAL Bid Request Form Major Thoroughfare                                                                           | ORIGINAL Bid Request Form Major Thoroughfare.pdf                                                                           |
| 4.  | ITB 23-03 Schedule of Unit Pricing FINAL 6.28.2023                                                                     | 2ND Revision ITB 23-03 Schedule of Unit Pricing FINAL 6.28.2023).pdf                                                       |
| 5.  | ITB 23-03 Addendum No.1 FINAL(6.21.2023)                                                                               | ITB 23-03 Addendum No.1 FINAL(6.21.2023).pdf                                                                               |
| 6.  | ITB 23-03 Addendum No.3 FINAL(6.28.2023)                                                                               | ITB 23-03 Addendum No.3 FINAL(6.28.2023).pdf                                                                               |
| 7.  | ITB 23-03 Addendum No.2 FINAL (6.27.2023)                                                                              | ITB 23-03 Addendum No.2 FINAL (6.27.2023).pdf                                                                              |
| 8.  | ITB 23-03 Brightview Landscape Services, Inc submittal                                                                 | ITB 23-03 Brightview Landscape Services, Inc submittal.pdf                                                                 |
| 9.  | ITB 23-03 Bid Tabulation FINAL 7.13.2023                                                                               | ITB 23-03 Bid Tabulation FINAL 7.13.2023.pdf                                                                               |
| 10. | ITB 23-03 Notice of Intent to Award FINAL (7.13.2023)                                                                  | ITB 23-03 Notice of Intent to Award FINAL (7.13.2023).pdf                                                                  |

---

|               |                               |
|---------------|-------------------------------|
| Denyce Frey   | Created/Initiated - 6/13/2023 |
| Tom DiEulio   | Approved - 6/13/2023          |
| John McKinney | Approved - 6/21/2023          |
| Matthew Jones | Approved - 7/18/2023          |
| Wayne Clark   | Approved - 7/25/2023          |
| Tracee Cody   | Final Approval - 7/25/2023    |

---



## 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 **BRIGHTVIEW LANDSCAPE SERVICES, INC.** ("Contractor"), a Florida corporation whose principal address is 1484 Massaro Boulevard, Tampa, Florida 33619. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Major Thoroughfare Landscaping Maintenance, and as more specifically described in Intent to Bid 23-03 ("ITB 23-03"). This Contract together with ITB 23-03, Addendum No. 1, Addendum No. 2, Addendum No. 3, 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 Work, Addendum No. 3 of ITB 23-03, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 23-03 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"). Notwithstanding the date of execution, this Contract shall commence on August 9, 2023, and shall continue for a period of two (2) years (the "Initial Term").

Renewals: This Contract may be renewed up to three (3) one-year periods, upon mutual 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 issued and executed by the City and signed by the Contractor and a written Purchase Order. 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 Two Hundred Twenty-Two Thousand

One Hundred Sixty-Six and 60/100 Dollars (\$222,166.60) 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 Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

4. Contract Administration. The Public Works 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."

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

6. Termination for Convenience of the City

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

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

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

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

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

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



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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes

in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

| Standard Insurance Requirements                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                          |               |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|---------------------|---------------------|-----------------------|-----------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                           | Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Standards                                                                                                                                                                                                                                                                                               | Additional Requirements                                                                                                                                                                                                                                                  |               |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/>                       | <u>Workers' Compensation</u><br>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. <b>The City will not accept elective exemptions.</b> 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. |  | <input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> 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. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                          |               |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/>                       | Comprehensive General Liability (including Completed Operations and Contractual Liability                                                                                                                                                                                                                                                                                                                                                                                 | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage<br>\$1,000,000 occurrence<br>\$1,000,000 aggregate                                                                                                                                                                               | <input type="checkbox"/> 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. |               |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |

|                                          |                                                                                                         |                                                                                                                                                                                   |                                                                                                                                                                   |
|------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/>      | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.     | <u>Limits:</u> Auto Liability Body Injury and Property Damage:<br>\$1,000,000 each occurrence<br>\$1,000,000 aggregate                                                            |                                                                                                                                                                   |
| <b>Additional Insurance Requirements</b> |                                                                                                         |                                                                                                                                                                                   |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Property Insurance Builders Risk.<br><br><u>Additional Coverage:</u>                                    | <u>Limits:</u> Buildings - Completed value of Contract.<br><br>"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. |
| <input type="checkbox"/>                 | Professional Liability                                                                                  | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Installation Floater (IT)                                                                               | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Contractor Pollution Liability                                                                          | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Errors and Omissions                                                                                    | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Umbrella Policy                                                                                         | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Payment and Performance Bond Required                                                                   | <u>Limits:</u> Coverage - Equal to amount of Contract.                                                                                                                            |                                                                                                                                                                   |
| <input type="checkbox"/>                 | <b>City Manager waives Payment and Performance Bond for work under \$25,000.00.</b>                     |                                                                                                                                                                                   |                                                                                                                                                                   |
| <input type="checkbox"/>                 | <b>Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.</b> |                                                                                                                                                                                   |                                                                                                                                                                   |

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

20. Inspection

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

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

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered



prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

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

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

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

|             |                                                                                                                                                                                                         |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:       | City of Port Orange<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                               |
| Copy to:    | City of Port Orange<br>Attention: Thomas DiEulio, Public Works Director<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5592                                                      |
| Contractor: | Brightview Landscape Services, Inc.<br>Attention: Marvin T. Rakes, President<br>1484 Massaro Boulevard<br>Tampa, Florida 33619<br>(813) 635-0339 - Telephone<br>admin@odysseymanufacturing.com - E-Mail |

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

29. Contract Construction

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

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

***[Remainder of this page intentionally left blank]***



Witnesses:

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

By:\_\_\_\_\_

**Jeff Herold, President**

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

Date:\_\_\_\_\_

**CITY OF PORT ORANGE**

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

## EXHIBIT “1”

Contractor's Quote, Section 3 Scope of Services,  
and Addendum No. 3 of ITB 23-03

Consisting of 11 Pages



ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES

Bids Received July 5, 2023 @ 2:30PM

BRIGHTVIEW LANDSCAPE SERVICES, INC

MOWING

| ITEM # | LOCATION                                                      | SQUARE FOOTAGE | ACREAGE | TOTAL MOWS PER YEAR | COST PER MOW | ANNUAL COST |
|--------|---------------------------------------------------------------|----------------|---------|---------------------|--------------|-------------|
| 1      | Causeway and High Rise Bridge                                 | 32,427         | 0.72    | 52                  | \$43.20      | \$2,246.40  |
| 2      | Ridgewood Avenue Medians                                      | 140,852        | 3.23    |                     |              |             |
|        | North City Limits to Ocean Ave                                |                |         | 52                  | \$12.60      | \$655.20    |
|        | Ocean Ave to Herbert St                                       |                |         | 52                  | \$14.40      | \$748.80    |
|        | Herbert St to Dunlawton Ave                                   |                |         | 52                  | \$12.60      | \$655.20    |
|        | Dunlawton Ave to Meeker Place                                 |                |         | 52                  | \$9.60       | \$499.20    |
|        | Meeker Place to Oak St                                        |                |         | 52                  | \$13.80      | \$717.60    |
|        | Oak St to Fox Place                                           |                |         | 52                  | \$10.20      | \$530.40    |
|        | Fox Place to White St                                         |                |         | 52                  | \$10.80      | \$561.60    |
|        | White St to Fleming Ave                                       |                |         | 52                  | \$4.80       | \$249.60    |
|        | Fleming Ave to Norman St                                      |                |         | 52                  | \$9.60       | \$499.20    |
|        | Norman St to Rogers Place                                     |                |         | 52                  | \$4.80       | \$249.60    |
|        | Rogers Place to Howes St                                      |                |         | 52                  | \$9.60       | \$499.20    |
|        | Howes St to Clark Place                                       |                |         | 52                  | \$5.40       | \$280.80    |
|        | Clark Place to Fitzgerald Place                               |                |         | 52                  | \$15.00      | \$780.00    |
|        | Fitzgerald Place to Niver St                                  |                |         | 52                  | \$9.60       | \$499.20    |
|        | Niver St to Kiep Dr                                           |                |         | 52                  | \$13.80      | \$717.60    |
|        | Kiep Dr to 5584 S. Ridgewood                                  |                |         | 52                  | \$16.20      | \$842.40    |
|        | 5584 S. Ridgewood to Farmbrook Rd                             |                |         | 52                  | \$12.60      | \$655.20    |
|        | Farmbrook Rd to E. Bayshore Dr                                |                |         | 52                  | \$15.00      | \$780.00    |
|        | E. Bayshore Dr to Nova Rd                                     |                |         | 52                  | \$24.60      | \$1,279.20  |
|        | Nova Rd to South City Limits (Rose Bay Bridge)                |                |         | 52                  | \$30.60      | \$1,591.20  |
| 3      | Ridgewood Avenue Roadsides                                    | 78,910         | 1.81    |                     |              |             |
| 4      | Dunlawton Avenue Medians                                      | 338,744        | 7.78    | 52                  | \$108.60     | \$5,647.20  |
|        | Summertrees to 95                                             |                |         | 52                  | \$24.00      | \$1,248.00  |
|        | 95 to 1788 Dunlawton Ave                                      |                |         | 52                  | \$32.40      | \$1,684.80  |
|        | 1788 Dunlawton to Yorktowne Blvd                              |                |         | 52                  | \$11.40      | \$592.80    |
|        | Yorktowne Blvd to Clyde Morris Blvd                           |                |         | 52                  | \$32.40      | \$1,684.80  |
|        | Clyde Morris Blvd to Victoria Garden/City Tail/ Village Trail |                |         | 52                  | \$52.20      | \$2,714.40  |
|        | N. Swallow Tail/ Village Trail to S. Swallowtail to Jackson   |                |         | 52                  | \$69.60      | \$3,619.20  |
|        | Jackson to Dunlawton Hills Subdivision                        |                |         | 52                  | \$52.20      | \$2,714.40  |
|        | Dunlawton Hills to Oak St                                     |                |         | 52                  | \$25.20      | \$1,310.40  |
|        | Oak St to Spruce Creek Rd                                     |                |         | 52                  | \$46.20      | \$2,402.40  |
|        | Spruce Creek Rd to RR Crossing                                |                |         | 52                  | \$49.20      | \$2,558.40  |
|        | RR Crossing to US 1                                           |                |         | 52                  | \$4.80       | \$249.60    |
| 5      | Dunlawton Avenue Roadsides                                    | 791,044        | 18.16   | 52                  | \$13.20      | \$686.40    |
| 6      | Nova Road Medians                                             | 90,208         | 2.07    | 52                  | \$15.00      | \$780.00    |
|        | Isabelle Ave to Regency Blvd                                  |                |         | 52                  | \$1,089.60   | \$56,659.20 |
|        | Regency Blvd to Wood St                                       |                |         | 52                  |              |             |
|        | Wood St to Durant Dr                                          |                |         | 52                  | \$10.80      | \$561.60    |
|        |                                                               |                |         | 52                  | \$12.00      | \$624.00    |
|        |                                                               |                |         | 52                  | \$21.00      | \$1,092.00  |

|                     |                                 |                |             |    |          |                     |
|---------------------|---------------------------------|----------------|-------------|----|----------|---------------------|
|                     | Durant Dr to Spruce Creek Rd    |                |             | 52 | \$6.00   | \$312.00            |
|                     | Spruce Creek Rd to Miles Dr     |                |             | 52 | \$17.40  | <b>\$904.80</b>     |
|                     | Miles Dr to Tree Garden Dr      |                |             | 52 | \$31.80  | \$1,653.60          |
|                     | Tree Garden Dr to Village Trl   |                |             | 52 | \$21.00  | \$1,092.00          |
|                     | Village Trl to Dunlawton Ave    |                |             | 52 | \$10.80  | \$561.60            |
|                     | Dunlawton Ave to Eagle Lake Trl |                |             | 52 | \$9.60   | \$499.20            |
| 7                   | <b>Nova Road Roadsides</b>      | <b>404,895</b> | <b>9.26</b> | 52 | \$555.60 | \$28,891.20         |
| <b>TOTAL MOWING</b> |                                 |                |             |    |          | <b>\$136,281.60</b> |

| TURF MAINTENANCE                   |                                     |                       |                        |                                 |                     |                     |
|------------------------------------|-------------------------------------|-----------------------|------------------------|---------------------------------|---------------------|---------------------|
| ITEM #                             | LOCATION                            | MULCH (1 X YEAR)      |                        | GRANULAR FERTILIZER (1 X YEAR ) | PESTICIDE TREATMENT | HERBICIDE TREATMENT |
|                                    |                                     | ESTIMATED CUBIC YARDS | COST PER MULCH         | COST PER FERTILIZER APPLICATION | ANNUAL COST         | ANNUAL COST         |
| 1                                  | Causeway and High Rise Bridge       | 130                   | \$7,150.00             | \$269.00                        | \$135.00            | \$135.00            |
| 2                                  | Ridgewood Avenue Medians            |                       |                        |                                 |                     |                     |
|                                    | Murray Way to E. Bayshore Dr        | 290                   | <b>\$15,950.00</b>     | <b>\$875.00</b>                 | <b>\$430.00</b>     | <b>\$430.00</b>     |
| 3                                  | Dunlawton Avenue Medians            |                       |                        |                                 |                     |                     |
|                                    | S. Williamson Blvd to Ridgewood Ave | 890                   | <del>\$48,950.00</del> | <del>\$2,104.00</del>           | \$1,050.00          | \$1,050.00          |
| 4                                  | Nova Road Medians                   |                       |                        |                                 |                     |                     |
|                                    | Eagle Lake Trail to Wood Street     | 20                    | \$1,100.00             | N/A                             | N/A                 | N/A                 |
| <b>TOTAL TURF MAINTENANCE COST</b> |                                     |                       |                        |                                 |                     | <b>\$79,628.00</b>  |

| TREE & SHRUB MAINTENANCE                       |                                     |                                   |                     |                     |
|------------------------------------------------|-------------------------------------|-----------------------------------|---------------------|---------------------|
| ITEM #                                         | LOCATION                            | GRANULAR FERTILIZER (2X PER YEAR) | PESTICIDE TREATMENT | HERBICIDE TREATMENT |
|                                                |                                     | ANNUAL COST                       | ANNUAL COST         | ANNUAL COST         |
| 1                                              | Causeway and High Rise Bridge       | \$134.00                          | \$33.00             | \$33.00             |
| 2                                              | Ridgewood Avenue Medians            |                                   |                     |                     |
|                                                | Murray Way to E. Bayshore Dr.       | \$584.00                          | \$290.00            | \$290.00            |
| 3                                              | Dunlawton Avenue Medians            |                                   |                     |                     |
|                                                | S. Williamson Blvd to Ridgewood Ave | \$1,403.00                        | \$700.00            | \$700.00            |
| 4                                              | Nova Road Medians                   |                                   |                     |                     |
|                                                | Eagle Lake Trail to Wood Street     | \$305.00                          | \$150.00            | \$150.00            |
| <b>TOTAL TREE &amp; SHRUB MAINTENANCE COST</b> |                                     |                                   |                     | <b>\$4,772.00</b>   |

| PALM TREES                                  |                                     |                                      |
|---------------------------------------------|-------------------------------------|--------------------------------------|
| ITEM #                                      | LOCATION                            | GRANULAR FERTILIZER ("PALM SPECIAL") |
|                                             |                                     | (1 X PER YEAR)<br>ANNUAL COST        |
| 1                                           | Causeway and High Rise Bridge       | \$185.00                             |
| 2                                           | Ridgewood Avenue Medians            |                                      |
|                                             | Murray Way to E. Bayshore Dr.       | \$470.00                             |
| 3                                           | Dunlawton Avenue Medians            |                                      |
|                                             | S. Williamson Blvd to Ridgewood Ave | \$830.00                             |
| <b>TOTAL PALM TREES</b>                     |                                     | <b>\$1,485.00</b>                    |
| <b>GRAND TOTAL ALL MAINTENANCE SERVICES</b> |                                     | <b>\$222,166.60</b>                  |

### **SECTION 3 – SCOPE OF WORK**

The awarded Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenue Medians and Roadsides, Nova Road Medians and Roadsides.

**These areas are major thoroughfares and the gateway into the City. They are a top priority in the City and should be kept in pristine condition.**

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. The awarded Contractor shall be responsible for all maintenance required in each respective area.

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

- Areas 2 feet or more **outside** the sidewalk must be maintained unless maintained by property owner.

#### **Minimum Level of Service Required for Each Site:**

##### **TRASH/DEBRIS CLEANUP:**

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

##### **MOWING OF TURF GRASS AREAS:**

All turf grass areas within specified rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed. All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. All turf grass heights shall be 3 ½ inches.

Areas where large mowers are impractical or where repeated tracks may cause ruts shall be serviced using small push mowers or string trimmers. In the event ruts and or divots are created or damage to the sod occurs, the awarded Contractor will be responsible for repairs to or replacement of the sod immediately. Examples include, but not limited to, the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The awarded Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including, but not limited to, grass clippings after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the awarded Contractor in a lawful manner.

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

##### **WEEDING OF LANDSCAPE PLANTING BEDS:**

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

### **EDGING OF TURF GRASS:**

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

### **STRING TRIMMING OF TURF GRASS:**

Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.

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

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

### **BLOWING OF DEBRIS AND TURF GRASS CUTTINGS:**

The awarded Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass 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, ponds, lakes, or storm drains.

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

### **ADJUSTING AND REMOVING TREE STAKE KITS:**

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

### **PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS:**

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

### **CREPE MYRTLE TREES:**

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

### **TREES:**

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

**REMOVING DEAD PLANT MATERIAL:** The awarded Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The awarded Contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. The awarded Contractor is only responsible to remove dead ornamental plants as directed by the City.

**REPLACEMENT OF PLANT MATERIALS:**

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

**LANDSCAPE MULCHING:**

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

**IRRIGATION SYSTEMS REPAIRS: (Non-Bid Item)**

The awarded Contractor shall be responsible for the replacement of any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. Irrigation parts include timer/controller, solenoid valves, wiring, irrigation heads and irrigation lines. All nonfunctional irrigation heads/systems shall be inspected each mow service and repaired/replaced as needed. It is the responsibility of the awarded Contractor to keep all irrigation in working order to insure proper coverage of all grasses, plants, shrubs and trees. Repair costs shall be itemized and billed separately with copies of receipts. The awarded Contractor will contact the City before repairs are made. Watering times will change according to the season due to availability of the reclaim water.

**FERTILIZATION, DISEASE, AND INSECT CONTROLS:**

All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

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.

Applications made to turf grass shall be performed 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.

Bidder's operators must be State licensed and certified to perform items a, b, c, and d as stated below. Evidence of current license(s) and certification(s) must accompany Bidder's submittal. Bidders not providing required license(s) and certification(s) to perform required services will be deemed non-responsive.



If the Bidder does not employ State licensed and certified operators, the Bidder must use a City approved sub-contractor that is licensed and certified for any turf grass application and disease or pest control.

Also, the awarded Contractor shall provide 24 hours notification to the City for each area prior to servicing. Fertilizers shall be applied twice a year in the months of March and October. The City will take periodic samples of the product being applied, to ensure the product meets the manufacturer's specifications.

- a. **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.
- b. **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") at a rate of eight (8) pounds per application Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- c. **SHRUB AND GROUNDCOVER FERTILIZATION:** All shrubs and ground cover plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow-release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- d. **DISEASE & INSECT CONTROL:** The awarded Contractor shall be responsible for the immediate control and identification of any pests, including ants, or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible.

Records shall be kept on identified pests and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Schedule of Unit Pricing. The awarded Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

#### **EROSION:**

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

#### **EQUIPMENT:**

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

All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus. All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

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

**EQUIPMENT STORAGE:** The awarded Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the awarded 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 awarded Contractor to clean up and / or remove at the awarded Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by awarded Contractor at the Contractor's expense.

**AWARDED CONTRACTOR'S SCHEDULE:**

The awarded Contractor shall submit a calendar schedule of all work within 60 days of the executed Notice to Proceed. A copy of the yearly calendar shall be submitted to the City. The awarded Contractor shall update the schedule on the first of each month and provide to the City Inspector/Representative. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

**FREEZE DAMAGE:**

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

**TRAFFIC REGULATION:**

The awarded 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 awarded Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, the awarded Contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

**SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):**

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

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

**EXTRAORDINARY OCCURRENCES:**

It is agreed that in no event shall the City or awarded 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 awarded Contractor.

**MEDIAN CONSTRUCTION:** During any construction period, the awarded Contractor for this Landscape Maintenance bid will continue to maintain the rights of ways and maintain the medians under construction in accordance with this scope of work.

**CONTRACT PERFORMANCE:**

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

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

For the purpose of this section, the City may deduct any charges from payments due the awarded Contractor. The City shall notify the awarded Contractor in writing of any action to be taken. In the event the awarded Contractor wishes to contest such assessment, the awarded 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 awarded 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. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

**COMPLETED SCHEDULED SERVICES**

The awarded Contractor shall notify the City daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the awarded 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.

**INVOICING:**

**Payment shall be determined monthly based on sites inspected and verified.** A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the awarded Contractor's service areas for the month.

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

**SUPERVISION:**

The awarded 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 City reserves the right to accept or reject any employee of the awarded Contractor. The awarded Contractor shall comply with all City regulations.

**COMPLETED SCHEDULED SERVICES**

The awarded Contractor shall notify the City daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the awarded 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 awarded Contractor shall provide the name and telephone number of a contact person in case of an emergency. The awarded Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

**UNIFORMS**

All personnel must be visible as awarded Contractor's employee(s) by uniform while on City property. The awarded 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.

**MAPS OF LOCATIONS:**

[https://portorange.sharepoint.com/:f:/g/pw/admin/Ejgyg1AgdvFCjaXXqoRr3ygBYp2czAeqzRjxEshF7\\_ZT2w?e=rYCawL](https://portorange.sharepoint.com/:f:/g/pw/admin/Ejgyg1AgdvFCjaXXqoRr3ygBYp2czAeqzRjxEshF7_ZT2w?e=rYCawL)

\* The Mowing Maps are to be used as a reference. Please refer to the Number of Site Visits in the scope of work section above for the correct number of visits.



# CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5717  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

## **ADDENDUM #3**

**June 28, 2023**

### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE 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 May 31, 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.

#### **A. CLARIFICATIONS:**

None

#### **B. CHANGES TO SPECIFICATIONS:**

Section 3 – Scope of Work, item a. (pg.13) currently reads:

- a. TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.

Section 3 – Scope of Work, item a. (pg.13) is hereby changed to read:

- a. TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form.

#### **C. 2<sup>nd</sup> REVISION (ATTACHMENT1) SCHEDULE OF UNIT PRICING**

Bidders are advised they must complete 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>

**D. QUESTIONS AND ANSWERS:**

**Question #1:** On the Schedule of Unit Pricing, in the “Turf Maintenance” section it shows “Granular Fertilizer (1x per year)” and “Cost Per Fertilizer Application”, however the Scope of Work calls for fertilizer (2x) per year. Please verify this section. Does the City want fertilizer twice per year? Do you want the cost per application or annual cost?

**ANSWER:** Please see letters B and C above.

**In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES remains unchanged.**

**END OF ADDENDUM #3**

Joseph Castro

Buyer

[jcastro@port-orange.org](mailto:jcastro@port-orange.org)

## EXHIBIT "2"

### Payment and Performance Bond

Consisting of 3 Pages

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

## PAYMENT AND PERFORMANCE BOND

(Public Works)

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

**BOND NO.** \_\_\_\_\_

---

**PRINCIPAL:**

Developer or Contractor: Brightview Landscape Services, Inc.  
Principal Business Address: 980 Jolly Road  
Suite 300  
Blue Bell, Pennsylvania 19422  
Contact Person: Jason Carruth, Vice President  
Phone Number: (407) 669-3957

---

**SURETY:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

---

**OWNER:**

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

---

**Amount: \$222,166.60    City Case/Project No. ITB 23-03 Major Thoroughfare Landscape Maintenance Services**  
**Description of Work:** ITB 23-03 Major Thoroughfare Landscape Maintenance Services

**Project Location:** Various locations within the City of Port Orange, Volusia County, Florida

**Legal Description:** Various locations within the City of Port Orange, Volusia County, Florida

Front Page

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



**Brightview Landscape Services, Inc.**

**ITB 23-03 Major Thoroughfare Landscape Maintenance Services**

Bond No. \_\_\_\_\_

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

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

BY THIS BOND, We, **BRIGHTVIEW LANDSCAPE SERVICES, INC.** as Principal, and \_\_\_\_\_, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED SIXTY-SIX AND 60/100 DOLLARS (\$222,166.60)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 2023.

Attest:

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**  
(Name of Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_  
Jeff Herold, President

\_\_\_\_\_  
(Witness to Principal)

(Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Attorney-in-Fact)

(Corporate Seal)

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

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

# CITY OF PORT ORANGE, FLORIDA

## INVITATION TO BID

**ITB #23-03**

## MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES



City of Port Orange Purchasing Division

Prepared by: Joseph Castro

Release Date: May 31, 2023

**Bid Due Date & Time: June 28, 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](mailto:purchdiv@port-orange.org)

[www.port-orange.org](http://www.port-orange.org)



## Legal Notice to Proposers

**ITB #23-03**

### **Major Thoroughfare Landscape Maintenance Services**

**Notice is hereby given that the City of Port Orange is soliciting bids for ITB #23-03 Major Thoroughfare Landscape Maintenance 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 June 28, 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.**

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

**DESCRIPTION:** *The City of Port Orange is soliciting sealed bids from Bidders to provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenue Medians and Roadsides, Nova Road Medians and Roadsides.*

**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.**

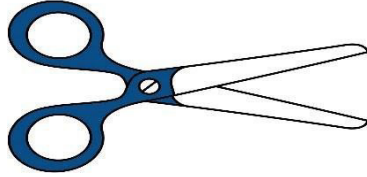
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at [www.municode.com](http://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](http://www.port-orange.org/bids.aspx) and DemandStar via their website at [www.demandstar.com](http://www.demandstar.com).

All questions shall be directed **in writing** to Joseph Castro at [jcastro@port-orange.org](mailto:jcastro@port-orange.org) and [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org) and reference "Questions on **ITB #23-03 Major Thoroughfare Landscape Maintenance Services**". in the subject line. Last day for questions will be **June 14, 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.



|                                 |                                                                                                                                                             |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SEALED BID - DO NOT OPEN</b> |                                                                                                                                                             |
| <b>SEALED BID NO.:</b>          | <b>ITB #23-03</b>                                                                                                                                           |
| <b>BID TITLE:</b>               | <b>Major Thoroughfare Landscape<br/>Maintenance Services</b>                                                                                                |
| <b>DUE DATE/TIME:</b>           | <b>June 28, 2023 AT 2:30 P.M.</b>                                                                                                                           |
| <b>SUBMITTED BY:</b>            | _____<br><b>(Name of Company)</b>                                                                                                                           |
| <b>BIDDER'S ADDRESS:</b>        | _____<br>_____                                                                                                                                              |
| <b>DELIVER TO:</b>              | <b>CITY OF PORT ORANGE CITY CLERK'S OFFICE<br/>ATTN: JOSEPH CASTRO, BUYER<br/>PURCHASING DIVISION<br/>1000 CITY CENTER CIRCLE<br/>PORT ORANGE, FL 32129</b> |
| <b>DATE/TIME RECEIVED:</b>      | _____<br><b>(To be stamped by Clerk's Office)</b>                                                                                                           |

## Contents

|                                                                                                 |           |
|-------------------------------------------------------------------------------------------------|-----------|
| <b>SECTION 1 – PURPOSE AND OVERVIEW .....</b>                                                   | <b>5</b>  |
| <b>SECTION 2 – INSTRUCTIONS TO BIDDERS.....</b>                                                 | <b>6</b>  |
| <b>SECTION 3 – SCOPE OF WORK.....</b>                                                           | <b>10</b> |
| <b>SECTION 4 – STANDARD PURCHASE DEFINITIONS .....</b>                                          | <b>17</b> |
| <b>SECTION 5 – GENERAL TERMS AND CONDITIONS.....</b>                                            | <b>20</b> |
| <b>SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS .....</b>                                      | <b>40</b> |
| <b>SECTION 7 – REQUIRED FORMS .....</b>                                                         | <b>42</b> |
| <b>FORM 7.1 – BID SUBMITTAL CHECKLIST.....</b>                                                  | <b>42</b> |
| <b>FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM.....</b>                                            | <b>43</b> |
| <b>FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT.....</b>                      | <b>44</b> |
| <b>FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT.....</b>                                           | <b>45</b> |
| <b>FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES.....</b>                                  | <b>46</b> |
| <b>FORM 7.6 – ANTI-COLLUSION FORM.....</b>                                                      | <b>47</b> |
| <b>FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS .....</b>                                    | <b>48</b> |
| <b>FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE.....</b>                          | <b>49</b> |
| <b>FORM 7.9 – LISTING OF SUBCONTRACTORS .....</b>                                               | <b>51</b> |
| <b>FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY .....</b>                                | <b>52</b> |
| <b>FORM 7.11 – E-VERIFY AFFIDAVIT.....</b>                                                      | <b>53</b> |
| <b>FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY .....</b> | <b>54</b> |
| <b>FORM 7.13 – NO SUBMITTAL RESPONSE FORM.....</b>                                              | <b>55</b> |
| <b>(ATTACHMENT 1) – SCHEDULE OF UNIT PRICING.....</b>                                           | <b>56</b> |
| <b>BID BOND .....</b>                                                                           | <b>57</b> |
| <b>PAYMENT &amp; PERFORMANCE BOND .....</b>                                                     | <b>59</b> |
| <b>LEASED EMPLOYEE AFFIDAVIT (for informational purposes only).....</b>                         | <b>63</b> |
| <b>AFFIDAVIT REGARDING WORKERS’ COMPENSATION (for informational purposes only).....</b>         | <b>64</b> |
| <b>CITY OF PORT ORANGE CONTRACT DOCUMENTS (for informational purposes only) .....</b>           | <b>65</b> |

## **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 landscape maintenance and mowing services for numerous locations throughout the City.

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                                         | May 31, 2023     |
| Deadline for Questions                                       | June 14, 2023    |
| Addendum Posting (If needed)                                 | June 21, 2023    |
| <b>Bids Due</b>                                              | June 28, 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:

- 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 #23-03 Major Thoroughfare Landscape Maintenance 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](mailto:jcastro@port-orange.org)  
[purchdiv@port-orange.org](mailto: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](http://www.port-orange.org/bids.aspx) and the DemandStar website at [www.demandstar.com](http://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.

**[Remainder of this page left intentionally blank]**

### **SECTION 3 – SCOPE OF WORK**

The awarded Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenue Medians and Roadsides, Nova Road Medians and Roadsides.

**These areas are major thoroughfares and the gateway into the City. They are a top priority in the City and should be kept in pristine condition.**

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATE only. The awarded Contractor shall be responsible for all maintenance required in each respective area.

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

- Areas 2 feet or more **outside** the sidewalk must be maintained unless maintained by property owner.

#### **Minimum Level of Service Required for Each Site:**

##### **TRASH/DEBRIS CLEANUP:**

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

##### **MOWING OF TURF GRASS AREAS:**

All turf grass areas within specified rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed. All turf grass areas shall be mowed as specified in this document. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. All turf grass heights shall be 3 ½ inches.

Areas where large mowers are impractical or where repeated tracks may cause ruts shall be serviced using small push mowers or string trimmers. In the event ruts and or divots are created or damage to the sod occurs, the awarded Contractor will be responsible for repairs to or replacement of the sod immediately. Examples include, but not limited to, the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The awarded Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including, but not limited to, grass clippings after each mowing. Large clumps of clippings will be distributed by mechanical blowing or collected and removed. Blowing debris into storm drains, streets, or ponds is prohibited. Materials removed from grounds shall be disposed of off-site by the awarded Contractor in a lawful manner.

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

##### **WEEDING OF LANDSCAPE PLANTING BEDS:**

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

### **EDGING OF TURF GRASS:**

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

### **STRING TRIMMING OF TURF GRASS:**

Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. String trimming around tree trunks with mechanical devices is prohibited. Non-mechanical means must be utilized where string trimming may damage wooden posts, decorative light poles or other City property. Ponds, lakes, and ditches(swales) **MUST** be string trimmed to the water line.

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

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

### **BLOWING OF DEBRIS AND TURF GRASS CUTTINGS:**

The awarded Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass 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, ponds, lakes, or storm drains.

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

### **ADJUSTING AND REMOVING TREE STAKE KITS:**

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

### **PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS:**

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

### **CREPE MYRTLE TREES:**

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

### **TREES:**

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

**REMOVING DEAD PLANT MATERIAL:** The awarded Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The awarded Contractor is responsible to notify the City to determine if a replacement is necessary. The City will determine type/size of replacement. The awarded Contractor is only responsible to remove dead ornamental plants as directed by the City.

**REPLACEMENT OF PLANT MATERIALS:**

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

**LANDSCAPE MULCHING:**

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

**IRRIGATION SYSTEMS REPAIRS: (Non-Bid Item)**

The awarded Contractor shall be responsible for the replacement of any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. Irrigation parts include timer/controller, solenoid valves, wiring, irrigation heads and irrigation lines. All nonfunctional irrigation heads/systems shall be inspected each mow service and repaired/replaced as needed. It is the responsibility of the awarded Contractor to keep all irrigation in working order to insure proper coverage of all grasses, plants, shrubs and trees. Repair costs shall be itemized and billed separately with copies of receipts. The awarded Contractor will contact the City before repairs are made. Watering times will change according to the season due to availability of the reclaim water.

**FERTILIZATION, DISEASE, AND INSECT CONTROLS:**

All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

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.

Applications made to turf grass shall be performed 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.

Bidder's operators must be State licensed and certified to perform items a, b, c, and d as stated below. Evidence of current license(s) and certification(s) must accompany Bidder's submittal. Bidders not providing required license(s) and certification(s) to perform required services will be deemed non-responsive.

If the Bidder does not employ State licensed and certified operators, the Bidder must use a City approved sub-contractor that is licensed and certified for any turf grass application and disease or pest control.

Also, the awarded Contractor shall provide 24 hours notification to the City for each area prior to servicing. Fertilizers shall be applied twice a year in the months of March and October. The City will take periodic samples of the product being applied, to ensure the product meets the manufacturer's specifications.

- a. **TURF GRASS FERTILIZATION:** St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.
- b. **PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") at a rate of eight (8) pounds per application Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.
- c. **SHRUB AND GROUNDCOVER FERTILIZATION:** All shrubs and ground cover plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow-release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the root ball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.
- d. **DISEASE & INSECT CONTROL:** The awarded Contractor shall be responsible for the immediate control and identification of any pests, including ants, or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible.

Records shall be kept on identified pests and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Schedule of Unit Pricing. The awarded Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

#### **EROSION:**

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

#### **EQUIPMENT:**

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

All equipment shall be cleaned of any debris after each site use and prior to moving to another site to prevent transfer of unwanted weeds, grasses, and/or fungus. All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

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

**EQUIPMENT STORAGE:** The awarded Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the awarded 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 awarded Contractor to clean up and / or remove at the awarded Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by awarded Contractor at the Contractor's expense.

**AWARDED CONTRACTOR'S SCHEDULE:**

The awarded Contractor shall submit a calendar schedule of all work within 60 days of the executed Notice to Proceed. A copy of the yearly calendar shall be submitted to the City. The awarded Contractor shall update the schedule on the first of each month and provide to the City Inspector/Representative. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

**FREEZE DAMAGE:**

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

**TRAFFIC REGULATION:**

The awarded 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 awarded Contractor shall provide and maintain adequate barricades, construction signs, flashers, guards, and flaggers as required on pedestrian and vehicular traffic areas. Lane closure to traffic is not permitted. Upon completion of work, the awarded Contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

**SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):**

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

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

**EXTRAORDINARY OCCURRENCES:**

It is agreed that in no event shall the City or awarded 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 awarded Contractor.



**MEDIAN CONSTRUCTION:** During any construction period, the awarded Contractor for this Landscape Maintenance bid will continue to maintain the rights of ways and maintain the medians under construction in accordance with this scope of work.

**CONTRACT PERFORMANCE:**

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

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

For the purpose of this section, the City may deduct any charges from payments due the awarded Contractor. The City shall notify the awarded Contractor in writing of any action to be taken. In the event the awarded Contractor wishes to contest such assessment, the awarded 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 awarded 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. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

**COMPLETED SCHEDULED SERVICES**

The awarded Contractor shall notify the City daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the awarded 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.

**INVOICING:**

**Payment shall be determined monthly based on sites inspected and verified.** A template will be provided to the contractor, from the City, by Excel format. The template will detail and itemize the awarded Contractor's service areas for the month.

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

**SUPERVISION:**

The awarded 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 City reserves the right to accept or reject any employee of the awarded Contractor. The awarded Contractor shall comply with all City regulations.

**COMPLETED SCHEDULED SERVICES**

The awarded Contractor shall notify the City daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the awarded 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 awarded Contractor shall provide the name and telephone number of a contact person in case of an emergency. The awarded Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

**UNIFORMS**

All personnel must be visible as awarded Contractor's employee(s) by uniform while on City property. The awarded 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.

**MAPS OF LOCATIONS:**

[https://portorange.sharepoint.com/:f:/g/pw/admin/Ejgyg1AgdvFCjaXXqoRr3ygBYp2czAeqzRjxEshF7\\_ZT2w?e=rYCawL](https://portorange.sharepoint.com/:f:/g/pw/admin/Ejgyg1AgdvFCjaXXqoRr3ygBYp2czAeqzRjxEshF7_ZT2w?e=rYCawL)

\* The Mowing Maps are to be used as a reference. Please refer to the Number of Site Visits in the scope of work section above for the correct number of visits.

#### **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 offeror's 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.

**[Remainder of page left intentionally blank]**

## **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](http://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](http://www.demandstar.com) or on the City Purchasing web page at [www.port-orange.org/bids.aspx](http://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](http://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.

**[Remainder of this page left intentionally blank]**

| <b>Standard Insurance Requirements</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                         |                                                                                                                                                                                                                                                        |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Standards</b>                                                                                                                                                                        | <b>Additional Requirements</b>                                                                                                                                                                                                                         |
| <input checked="" type="checkbox"/>      | <u>Workers' Compensation</u><br>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. <b>The City will not accept elective exemptions.</b> Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form. | <u>Contract Amount</u><br>Up to \$10 million      Statutory/\$500,000<br>\$10 - \$20 million      Statutory/\$1,000,000<br><br>Contracts over \$20 million to be determined by the City | <ul style="list-style-type: none"> <li>• If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required.</li> <li>• If vessels involved, Jones Act coverage with limits of \$500,000 required</li> </ul> |
| <input checked="" type="checkbox"/>      | Comprehensive General Liability (including completed operations and contractual liability)                                                                                                                                                                                                                                                                                                                                                                                 | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage:<br>\$1,000,000 each occurrence<br>\$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.        |
| <input checked="" type="checkbox"/>      | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles                                                                                                                                                                                                                                                                                                                                                                         | <u>Limits:</u> Auto Liability Bodily Injury and Property Damage:<br>\$1,000,000 each occurrence<br>\$1,000,000 aggregate                                                                |                                                                                                                                                                                                                                                        |
| <b>Additional Insurance Requirements</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                         |                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Property Insurance Builders Risk<br><br><u>Additional Coverage:</u>                                                                                                                                                                                                                                                                                                                                                                                                        | <u>Limits:</u> Buildings – completed value of contract<br><br>"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.                                                                                      |
| <input type="checkbox"/>                 | Installation Floater (IT)                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Limits:</u> Coverage – To Be Determined                                                                                                                                              |                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Contractor Pollution Liability                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                                   |                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Professional Liability/Errors and Omissions                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                                   |                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Umbrella Policy                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Limits:</u> Coverage – To Be Determined                                                                                                                                              |                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Payment and Performance Bond required                                                                                                                                                                                                                                                                                                                                                                                                                                      | <u>Limits:</u> Coverage – equal to amount of contract                                                                                                                                   |                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | <b>City Manager waives Payment and Performance Bond for work under \$200,000</b>                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                         |                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | <b>Unless otherwise required by law, City Manager waives insurance for FOB goods.</b>                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                         |                                                                                                                                                                                                                                                        |

**[Remainder of this page left intentionally blank]**



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**

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. 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/>.

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.

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 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: 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.

**[Remainder of this page left intentionally blank]**

## **SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **PERIOD OF OFFER VALIDITY:**

Bids offered in this ITB must remain firm for a period of one hundred twenty (120) days from the ITB opening date.

### **AWARD RECOMMENDATION:**

It is the intent of the City to award a contract to the lowest responsive and responsible bidder as outlined in Section 3 and (Attachment 1) ITB Schedule of Unit Pricing.

### **CONTRACT TERM:**

Contract's initial term is for two (2) years. Contract will be renewable for up to three (3) one year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

### **TIME-LINE:**

Notice of Intent to Award shall be posted after the bid opening and complete review of submitted bid information. It is the intent of the City to begin the awarded contract August 9, 2023.

### **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.

### **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.

### **PAYMENT & PERFORMANCE BONDS**

The Bidder must be able to obtain both payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their bid submittal package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's bonding capacity must be equal to or greater than 100% of the total amount bid. **Bidders who do not include their present bonding capacity letter in their submittal package will be deemed non-responsive.**

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

### **BID BONDS:**

A certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid shall be submitted with each bid. If submitting a bid bond in lieu of a certified check or bank draft, the original recorded bid bond must be included with bid submittal. Bidders who do not include their original recorded bid bond with their submittal will be deemed non-responsive.

### **RATE ADJUSTMENTS:**

Rates performed under this contract must remain unchanged for the initial term of the contract (2 years). Contractor must notify the contract administrator 60 days prior to the contract expiration date with the proposed rate changes.

The awarded Contractor may petition the City for a cost of living rate adjustment to reflect the percentage increase, if any, in the Consumer Price Index (CPI), “Southern Region average, all Urban Consumers, not seasonally adjust” published by the U.S. Department of Labor, Bureau of Labor Statistics, and determined by comparing the CPI for the March immediately preceding the rate adjustment request to the CPI for the March of the prior year. Requested increases cannot exceed 3%. Requests for CPI adjustments must be submitted to the City no later than April 15. Requests not received by April 15 for any particular twelve (12) month period shall be deemed waived and shall not be taken into consideration in future rate adjustments.

Example:

|                                  |                                             |
|----------------------------------|---------------------------------------------|
| CPI for April 2017               | 447.129                                     |
| CPI for April 2018               | 458.722                                     |
| Calculation =                    | $(458.722 - 447.129) \div 447.129 = 2.59\%$ |
| Requested rate increase would be | 2.59% or less                               |

**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.

**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.

**[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
- \_\_\_ Bid Bond
- \_\_\_ Current Bonding Capacity Letter (as outlined in Section 6)
- \_\_\_ Copy of all currently held Licenses and Certifications (Contractor, Sunbiz, and as outlined in Section 3)
- \_\_\_ 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.

|                  |                                 |
|------------------|---------------------------------|
|                  | _____<br>Name of Business       |
| STATE OF: _____  | _____<br>Authorized Signature   |
| COUNTY OF: _____ | _____<br>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 – 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 shall be listed and must meet all requirements as outlined in Section 3. 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**

*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***



**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](http://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](mailto:purchdiv@port-orange.org)

This information will assist the Purchasing Division in the preparation of future solicitations.

**Solicitation: ITB #23-03 Major Thoroughfare Landscape Maintenance 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



## (ATTACHMENT 1) SCHEDULE OF UNIT PRICING

### ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES

|                       |  |
|-----------------------|--|
| NAME OF BUSINESS:     |  |
| CONTACT PERSON:       |  |
| EMAIL ADDRESS:        |  |
| 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 PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

| MOWING |                                                               |                |         |                     |             |
|--------|---------------------------------------------------------------|----------------|---------|---------------------|-------------|
| ITEM # | LOCATION                                                      | SQUARE FOOTAGE | ACREAGE | TOTAL MOWS PER YEAR | ANNUAL COST |
| 1      | Causeway and High Rise Bridge                                 | 32,427         | 0.72    | 52                  | \$ -        |
| 2      | Ridgewood Avenue Medians                                      | 140,852        | 3.23    | 52                  | \$ -        |
|        | North City Limits to Ocean Ave                                |                |         | 52                  | \$ -        |
|        | Ocean Ave to Herbert St                                       |                |         | 52                  | \$ -        |
|        | Herbert St to Dunlawton Ave                                   |                |         | 52                  | \$ -        |
|        | Dunlawton Ave to Meeker Place                                 |                |         | 52                  | \$ -        |
|        | Meeker Place to Oak St                                        |                |         | 52                  | \$ -        |
|        | Oak St to Fox Place                                           |                |         | 52                  | \$ -        |
|        | Fox Place to White St                                         |                |         | 52                  | \$ -        |
|        | White St to Fleming Ave                                       |                |         | 52                  | \$ -        |
|        | Fleming Ave to Norman St                                      |                |         | 52                  | \$ -        |
|        | Norman St to Rogers Place                                     |                |         | 52                  | \$ -        |
|        | Rogers Place to Howes St                                      |                |         | 52                  | \$ -        |
|        | Howes St to Clark Place                                       |                |         | 52                  | \$ -        |
|        | Clark Place to Fitzgerald Place                               |                |         | 52                  | \$ -        |
|        | Fitzgerald Place to Niver St                                  |                |         | 52                  | \$ -        |
|        | Niver St to Kiep Dr                                           |                |         | 52                  | \$ -        |
|        | Kiep Dr to 5584 S. Ridgewood                                  |                |         | 52                  | \$ -        |
|        | 5584 S. Ridgewood to Farmbrook Rd                             |                |         | 52                  | \$ -        |
|        | Farmbrook Rd to E. Bayshore Dr                                |                |         | 52                  | \$ -        |
|        | E. Bayshore Dr to Nova Rd                                     |                |         | 52                  | \$ -        |
|        | Nova Rd to South City Limits (Rose Bay Bridge)                |                |         | 52                  | \$ -        |
| 3      | Ridgewood Avenue Roadsides                                    | 78,910         | 1.81    | 52                  | \$ -        |
| 4      | Dunlawton Avenue Medians                                      | 338,744        | 7.78    | 52                  | \$ -        |
|        | Summertrees to 95                                             |                |         | 52                  | \$ -        |
|        | 95 to 1788 Dunlawton Ave                                      |                |         | 52                  | \$ -        |
|        | 1788 Dunlawton to Yorktowne Blvd                              |                |         | 52                  | \$ -        |
|        | Yorktowne Blvd to Clyde Morris Blvd                           |                |         | 52                  | \$ -        |
|        | Clyde Morris Blvd to Victoria Garden/City Center              |                |         | 52                  | \$ -        |
|        | Victoria Garden/City Center to N. Swallow Tail/ Village Trail |                |         | 52                  | \$ -        |
|        | N. Swallow Tail/ Village Trail to S. Swallowtail              |                |         | 52                  | \$ -        |
|        | S. Swallowtail to Jackson                                     |                |         | 52                  | \$ -        |
|        | Jackson to Dunlawton Hills Subdivision                        |                |         | 52                  | \$ -        |
|        | Dunlawton Hills to Oak St                                     |                |         | 52                  | \$ -        |
|        | Oak St to Spruce Creek Rd                                     |                |         | 52                  | \$ -        |
|        | Spruce Creek Rd to RR Crossing                                |                |         | 52                  | \$ -        |
|        | RR Crossing to US 1                                           |                |         | 52                  | \$ -        |
| 5      | Dunlawton Avenue Roadsides                                    | 791,044        | 18.16   | 52                  | \$ -        |
| 6      | Nova Road Medians                                             | 90,208         | 2.07    | 52                  | \$ -        |
|        | Isabelle Ave to Regency Blvd                                  |                |         | 52                  | \$ -        |
|        | Regency Blvd to Wood St                                       |                |         | 52                  | \$ -        |
|        | Wood St to Durant Dr                                          |                |         | 52                  | \$ -        |
|        | Durant Dr to Spruce Creek Rd                                  |                |         | 52                  | \$ -        |
|        | Spruce Creek Rd to Miles Dr                                   |                |         | 52                  | \$ -        |
|        | Miles Dr to Tree Garden Dr                                    |                |         | 52                  | \$ -        |
|        | Tree Garden Dr to Village Trl                                 |                |         | 52                  | \$ -        |
|        | Village Trl to Dunlawton Ave                                  |                |         | 52                  | \$ -        |
|        | Dunlawton Ave to Eagle Lake Trl                               |                |         | 52                  | \$ -        |
| 7      | Nova Road Roadsides                                           | 404,895        | 9.26    | 52                  | \$ -        |
|        |                                                               |                |         | TOTAL MOWING        | \$ -        |

| TURF MAINTENANCE |                                                  |                       |                            |                                 |                     |
|------------------|--------------------------------------------------|-----------------------|----------------------------|---------------------------------|---------------------|
| ITEM #           | LOCATION                                         | MULCH (1 X YEAR)      |                            | GRANULAR FERTILIZER (1 X YEAR)  | PESTICIDE TREATMENT |
|                  |                                                  | ESTIMATED CUBIC YARDS | COST PER MULCH APPLICATION | COST PER FERTILIZER APPLICATION | ANNUAL COST         |
| 1                | Causeway and High Rise Bridge                    | 131                   | \$ -                       | \$ -                            | \$ -                |
| 2                | Ridgewood Avenue Medians                         | 131                   | \$ -                       | \$ -                            | \$ -                |
|                  | Ocean Ave to Herbert St                          | 12                    | \$ -                       | \$ -                            | \$ -                |
|                  | Dunlawton Ave to Meeker Place                    | 12                    | \$ -                       | \$ -                            | \$ -                |
|                  | Oak St to Fox Place                              | N/A                   | N/A                        | \$ -                            | N/A                 |
|                  | White St to Fleming Ave                          | N/A                   | N/A                        | \$ -                            | N/A                 |
|                  | Norman St to Rogers Place                        | N/A                   | N/A                        | \$ -                            | N/A                 |
|                  | Howes St to Clark Place                          | 110                   | \$ -                       | \$ -                            | \$ -                |
|                  | Fitzgerald Place to Niver St                     | 22                    | \$ -                       | \$ -                            | \$ -                |
|                  | Kiep Dr to 5584 S. Ridgewood                     | 3                     | \$ -                       | \$ -                            | \$ -                |
|                  | Farmbrook Rd to E. Bayshore Dr                   | 10                    | \$ -                       | \$ -                            | \$ -                |
| 3                | Dunlawton Avenue Medians                         | 127                   | \$ -                       | \$ -                            | \$ -                |
|                  | Summertrees to 95                                | 221                   | \$ -                       | N/A                             | N/A                 |
|                  | 95 to 1788 Dunlawton Ave                         | 150                   | \$ -                       | N/A                             | N/A                 |
|                  | 1788 Dunlawton to Yorktowne Blvd                 | 67                    | \$ -                       | N/A                             | N/A                 |
|                  | Clyde Morris Blvd to Victoria Garden/City Center | 31                    | \$ -                       | N/A                             | N/A                 |
|                  | N. Swallow Tail/ Village Trail to S. Swallowtail | 10                    | \$ -                       | N/A                             | N/A                 |
| 4                | Nova Road Medians                                | 10                    | \$ -                       | N/A                             | N/A                 |
|                  | Wood St to Durant Dr                             | 10                    | \$ -                       | N/A                             | N/A                 |
|                  |                                                  |                       |                            | TOTAL TURF MAINTENANCE COST     | \$ -                |

| TREE & SHRUB MAINTENANCE |                                |                                     |                     |
|--------------------------|--------------------------------|-------------------------------------|---------------------|
| ITEM #                   | LOCATION                       | GRANULAR FERTILIZER (2X PER YEAR)   | PESTICIDE TREATMENT |
|                          |                                | ANNUAL COST                         | ANNUAL COST         |
| 1                        | Causeway and High Rise Bridge  | \$ -                                | \$ -                |
| 2                        | Ridgewood Avenue Medians       | \$ -                                | \$ -                |
|                          | Ocean Ave to Herbert St        | \$ -                                | \$ -                |
|                          | Dunlawton Ave to Meeker Place  | \$ -                                | \$ -                |
|                          | Howes St to Clark Place        | \$ -                                | \$ -                |
|                          | Fitzgerald Place to Niver St   | \$ -                                | \$ -                |
|                          | Kiep Dr to 5584 S. Ridgewood   | \$ -                                | \$ -                |
|                          | Farmbrook Rd to E. Bayshore Dr | \$ -                                | \$ -                |
| 3                        | Dunlawton Avenue Medians       | \$ -                                | \$ -                |
|                          | Summertrees to 95              | \$ -                                | \$ -                |
| 4                        | Nova Road Medians              | \$ -                                | \$ -                |
|                          | Wood St to Durant Dr           | \$ -                                | \$ -                |
|                          |                                | TOTAL TREE & SHRUB MAINTENANCE COST | \$ -                |

| PALM TREES                           |                                                     |
|--------------------------------------|-----------------------------------------------------|
| ITEM #                               | LOCATION                                            |
|                                      | GRANULAR FERTILIZER ("PALM SPECIAL") (1 X PER YEAR) |
| 1                                    | Causeway and High Rise Bridge                       |
| 2                                    | Ridgewood Avenue Medians                            |
|                                      | Ocean Ave to Herbert St                             |
|                                      | Dunlawton Ave to Meeker Place                       |
|                                      | Howes St to Clark Place                             |
|                                      | Fitzgerald Place to Niver St                        |
|                                      | Kiep Dr to 5584 S. Ridgewood                        |
| 3                                    | Dunlawton Avenue Medians                            |
|                                      | Summertrees to 95                                   |
|                                      |                                                     |
| GRAND TOTAL ALL MAINTENANCE SERVICES |                                                     |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure is required.

**BID BOND****BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at \_\_\_\_\_, Tel.: \_\_\_\_\_, (hereinafter called "PRINCIPAL"), and \_\_\_\_\_, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at \_\_\_\_\_, Tel.: \_\_\_\_\_ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of \_\_\_\_\_ dollars and (\_\_\_\_)/100 (\$\_\_\_\_), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_, for:

**Project Name/Bid No.:**

**Project Address:**

**Legal Description:** See Attached

**Description of Work:**

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Corporate Officer & Title

\_\_\_\_\_  
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

SURETY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Attorney-in-Fact (signature)

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Corporate Secretary (Affix Corporate Seal)

\_\_\_\_\_  
Name of Local Resident Agent

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone:

A.M. Best No.: \_\_\_\_\_ NAIC No.: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Affiant

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:

**END OF BID BOND**

***This document must be completed and returned with your Submittal***

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

## PAYMENT AND PERFORMANCE BOND

(Public Works)

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

**BOND NO.** \_\_\_\_\_

**PRINCIPAL:**

Developer or Contractor: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**SURETY:**

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**OWNER:**

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(386) 506-5501

**Amount: \$** \_\_\_\_\_

**City Case:** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

Front Page

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

[CA\_\_\_\_\_]

DRAFT

Bond No. \_\_\_\_\_

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

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

BY THIS BOND, We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of \_\_\_\_\_ **AND /100 DOLLARS (\$\_\_\_\_\_)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Corporate Seal)

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

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



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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit 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 |        |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/>                       | Workers' Compensation<br>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. <b>The City will not accept elective exemptions.</b> Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit. | <table><tr><th>Contract Amount</th><th>Limits</th></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> | Contract Amount         | Limits | Up to \$10 million | Statutory/\$500,000 | \$10 - \$20 million | Statutory/\$1,000,000 | Contracts over \$20 million To Be Determined by the City. |  | <input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required. |
| Contract Amount                                           | Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                           |                         |        |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |
| Up to \$10 million                                        | Statutory/\$500,000                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                           |                         |        |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |
| \$10 - \$20 million                                       | Statutory/\$1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                           |                         |        |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |
| Contracts over \$20 million To Be Determined by the City. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                           |                         |        |                    |                     |                     |                       |                                                           |  |                                                                                                                                                                                                                                               |

|                                          |                                                                                                     |                                                                                                                                                                                   |                                                                                                                                                                                                                                                                          |
|------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/>      | Comprehensive General Liability (including Completed Operations and Contractual Liability)          | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage<br>\$1,000,000 occurrence<br>\$1,000,000 aggregate                                                         | <input type="checkbox"/> 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. |
| <input checked="" type="checkbox"/>      | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | <u>Limits:</u> Auto Liability Body Injury and Property Damage:<br>\$1,000,000 each occurrence<br>\$1,000,000 aggregate                                                            |                                                                                                                                                                                                                                                                          |
| <b>Additional Insurance Requirements</b> |                                                                                                     |                                                                                                                                                                                   |                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>                 | Property Insurance Builders Risk.<br><br><u>Additional Coverage:</u>                                | <u>Limits:</u> Buildings - Completed value of Contract.<br><br>"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.                                                                                                        |
| <input type="checkbox"/>                 | Professional Liability                                                                              | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>                 | Installation Floater (IT)                                                                           | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>                 | Contractor Pollution Liability                                                                      | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>                 | Errors and Omissions                                                                                | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>                 | Umbrella Policy                                                                                     | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                                                                                                                          |
| <input checked="" type="checkbox"/>      | Payment and Performance Bond Required                                                               | <u>Limits:</u> Coverage - Equal to amount of Contract.                                                                                                                            |                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>                 | <b>City Manager waives Payment and Performance Bond for work under \$100,000.00.</b>                |                                                                                                                                                                                   |                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>                 | <b>Unless otherwise required by law, City Manager waives Insurance for FOB goods.</b>               |                                                                                                                                                                                   |                                                                                                                                                                                                                                                                          |

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

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

15. Modifications or Changes to this Contract

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

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



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

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

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

17. **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.

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

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

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

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

21. Inspection

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

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

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

22. Liability for Loss or Damage.

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

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

23. 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. 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.

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

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

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

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

29. Notice. For purposes of this 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.

30. 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.

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

***[Remainder of this page intentionally left blank]***

Witnesses:



Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

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***



# BID REQUEST FORM (ITB, RFP, RFSQ, ITN)

# ITB 23-03

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: Joseph Castro

## Section 1: ITB/RFP/RFSQ/ITN Name, Scope, Type

|                           |                                                                                                                                                                                                                                                                                                 |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project name:             | Major Thoroughfare Landscaping Maintenance                                                                                                                                                                                                                                                      |
| General scope of project: | Landscape Maintenance / Mowing of the various thoroughfares throughout the City as described in the scope of work and specifications                                                                                                                                                            |
| Type of project:          | <input checked="" type="checkbox"/> Bid <input type="checkbox"/> RFP <input type="checkbox"/> RFSQ Design/Professional Services (engineering, architect, surveying, landscape) <input type="checkbox"/> ITN<br><input type="checkbox"/> Capital <input checked="" type="checkbox"/> Non-Capital |

## Section 2: ITB/RFP/RFSQ/ITN Information

|                         |                                                                                                                                  |                |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------|
| Requested by:           | Thomas DiEulio - Interim Director of Public Works                                                                                |                |
| Department:             | Public Works                                                                                                                     |                |
| Special Legal Ad:       | <input type="checkbox"/> Y or <input checked="" type="checkbox"/> N *Per 180.24FS, see below <i>Section 12: Solicitation FAQ</i> |                |
| Estimated amount:       | \$325,600                                                                                                                        |                |
| Bid Bond:               | <input checked="" type="checkbox"/> Y or <input type="checkbox"/> N                                                              |                |
| Grant funded:           | <input type="checkbox"/> Y or <input checked="" type="checkbox"/> N (If yes, list date & requirements)                           | Deadline Date: |
|                         | Type / Special Requirements:                                                                                                     |                |
| Fund Account:           | Fund:001-Gen Fund, Cost Ctr: Public Works, Program: Grounds Main, Spend - Ground Maint Svc                                       |                |
| Project#:               | n/a                                                                                                                              |                |
| City Project Manager:   | Thomas DiEulio, Interim Director of Public Works                                                                                 |                |
| Contract Administrator: | Thomas DiEulio, Interim Director Public Works                                                                                    |                |
| Project Inspector:      | John Cross, Engineering Inspector                                                                                                |                |
| Blueprint provided by:  | n/a                                                                                                                              |                |
| Engineer of Record:     | n/a                                                                                                                              |                |

## Section 3: List of Evaluation Committee Members RFP/RFSQ/ITN (Minimum 3)

|                     |  |
|---------------------|--|
| Committee Member 1: |  |
| Committee Member 2: |  |
| Committee Member 3: |  |
| Committee Member 4: |  |
| Committee Member 5: |  |



#### Section 4: Suggested ITB/RFP/RFSQ/ITN Dates

All dates are subject to scheduling and availability

|                        |                                                                                                                                                                |                 |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Release date priority: | <input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low                                                          | Suggested Date: |
| Pre-Bid date:          | Site Visit: <input type="checkbox"/> Y or <input checked="" type="checkbox"/> N Mandatory: <input type="checkbox"/> Y or <input checked="" type="checkbox"/> N |                 |
| Due date/opening:      |                                                                                                                                                                |                 |
| Committee dates:       | n/a                                                                                                                                                            |                 |
| Delivery/Completion:   |                                                                                                                                                                |                 |
| Award/DF to Council:   | Note: funding source must be listed on DF                                                                                                                      |                 |

#### Section 5: Responsible for Creating Details/Specifications/Scope of Work

☒ Project Manager ☐ Project Engineer/Architect ☐ Other \_\_\_\_\_ ☐ Assistance from Purchasing\*

\* Purchasing distributes and advertises all Solicitations and reviews specifications. If the Project Manager, Engineer or Architect prepares the specifications, ensure Purchasing receives a **WORD** copy and approves the draft.

#### Section 6: Contract Type

**\*\* Discuss with City Attorney prior to bidding the project to ensure the contract is in the bid document \*\***

Contract Type: ☒ Standard services ☐ EJCDC (Engineers Joint Contract Document Committee) ☐ AIA (American Institute of Architects)  
(Supplies/Services) (Site/Structures & Design Build) (Building construction)

|                               |                    |                         |  |
|-------------------------------|--------------------|-------------------------|--|
| Contract Term:                | 2-years            |                         |  |
| Renewal Options:              | (1) 1-year renewal |                         |  |
| (Days) Substantial Completion |                    | (Days) Final Completion |  |

P&P Bond: ☒ Y or ☐ N \*Payment and Performance Bonds are required for construction projects on public property

\* If the project engineer is responsible for contract administration and project inspection services, ensure the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.

#### Section 7: Suggested Bidder's List (include email address of potential bidder)

|         |                                                                                         |
|---------|-----------------------------------------------------------------------------------------|
| Bidder: | VerdeGo Landscape; Brian Cousino; verdego.landscape@gmail.com; 386-437-3122             |
| Bidder: | Yellowstone Landscape; Barry Critcher, bcritcher@yellowstonelandscape.com, 386-569-3649 |
| Bidder: | Scotty Boy Landscaping; Scott Mims, scottyboylandscaping@gmail.com; 386-871-0290        |
| Bidder: |                                                                                         |
| Bidder: |                                                                                         |
| Bidder: |                                                                                         |
| Bidder: |                                                                                         |

#### Section 8: Director/Department Head Approval

☒ Approved ☐ Rejected Date: \_\_\_\_\_ X \_\_\_\_\_

\* Upon final approval in BoardSync, screenprint of Finance, Legal, and City Manager Approvals will be attached to this form.

### Section 9: Finance Review

☐ Approved    ☐ Rejected    Date: \_\_\_\_\_    X \_\_\_\_\_

Comments: \_\_\_\_\_

### Section 10: Legal Review

☐ Approved    ☐ Rejected    Date: \_\_\_\_\_    X \_\_\_\_\_

Comments: \_\_\_\_\_

### Section 11: City Manager Review

☐ Approved    ☐ Rejected    Date: \_\_\_\_\_    X \_\_\_\_\_

## Section 12: Solicitation FAQ

- **Who fills out the Bid Request Form?**

Sections 1-7 are to be completed by the Project Manager/Director. Director/Department Head signs section 8.

- **When to use this form**

When purchases exceed \$25,000 and does not fall under the exclusions listed in City Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

- **How do I submit this form?**

After Director/Department Head signs approval, initiate an agenda item on BoardSync under Bid Requests and upload this completed form. After uploading to BoardSync, forward the original signed form to the Purchasing Division.

- **How early should I plan for a Bid/RFP/RFSQ/ITN?**

Departments should allow for at least 90 days from *receipt of bid specifications* to *opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

- **Advertising:** Florida Statutes mandate that Capital Projects with a projected cost of under \$200,000 shall be publicly advertised for a minimum of ten (10) days; over \$200,000 Twenty-one (21) days and over \$500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

- **Distribution/Release:** The City is currently using Demand Star [www.demandstar.com](http://www.demandstar.com) for releasing bid documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement.
- **Specifications:** Document specifications should be sent to the Purchasing Agent and Purchasing Manager in one (1) MS WORD file format.
- **One envelope Bid process:** One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelope from all timely bidders will be opened and read aloud the same day.
- **CCNA:** The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.
- **Design-Build:** The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:  
If planning or study activity for professional services exceeds \$35K:  
If basic construction costs estimated by the agency exceeds \$325K:
- **Grants:** Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.
- **Bid Bonds; Performance & Materials Bonds:** When Bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount. Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds are advertised in the Invitation to Bid which appears in the newspaper.
- **Public Entity Crimes Form:** Every acquisition with Federal funds equal to or greater than \$10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.
- **Drug Free Tie Bid Form:** The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in tie bids.



**2nd REVISION (ATTACHMENT 1) SCHEDULE OF UNIT PRICING**  
**ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES**

|                              |  |
|------------------------------|--|
| <b>NAME OF BUSINESS:</b>     |  |
| <b>CONTACT PERSON:</b>       |  |
| <b>EMAIL ADDRESS:</b>        |  |
| <b>AUTHORIZED SIGNATURE:</b> |  |

**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 PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK**

| <b>MOWING</b> |                                                              |                       |                |                            |                     |                    |
|---------------|--------------------------------------------------------------|-----------------------|----------------|----------------------------|---------------------|--------------------|
| <b>ITEM #</b> | <b>LOCATION</b>                                              | <b>SQUARE FOOTAGE</b> | <b>ACREAGE</b> | <b>TOTAL MOWS PER YEAR</b> | <b>COST PER MOW</b> | <b>ANNUAL COST</b> |
| <b>1</b>      | <b>Causeway and High Rise Bridge</b>                         | <b>32,427</b>         | <b>0.72</b>    | <b>52</b>                  | <b>\$ -</b>         | <b>\$ -</b>        |
| <b>2</b>      | <b>Ridgewood Avenue Medians</b>                              | <b>140,852</b>        | <b>3.23</b>    |                            |                     |                    |
|               | North City Limits to Ocean Ave                               |                       |                | 52                         | \$ -                | \$ -               |
|               | Ocean Ave to Herbert St                                      |                       |                | 52                         | \$ -                | \$ -               |
|               | Herbert St to Dunlawton Ave                                  |                       |                | 52                         | \$ -                | \$ -               |
|               | Dunlawton Ave to Meeker Place                                |                       |                | 52                         | \$ -                | \$ -               |
|               | Meeker Place to Oak St                                       |                       |                | 52                         | \$ -                | \$ -               |
|               | Oak St to Fox Place                                          |                       |                | 52                         | \$ -                | \$ -               |
|               | Fox Place to White St                                        |                       |                | 52                         | \$ -                | \$ -               |
|               | White St to Fleming Ave                                      |                       |                | 52                         | \$ -                | \$ -               |
|               | Fleming Ave to Norman St                                     |                       |                | 52                         | \$ -                | \$ -               |
|               | Norman St to Rogers Place                                    |                       |                | 52                         | \$ -                | \$ -               |
|               | Rogers Place to Howes St                                     |                       |                | 52                         | \$ -                | \$ -               |
|               | Howes St to Clark Place                                      |                       |                | 52                         | \$ -                | \$ -               |
|               | Clark Place to Fitzgerald Place                              |                       |                | 52                         | \$ -                | \$ -               |
|               | Fitzgerald Place to Niver St                                 |                       |                | 52                         | \$ -                | \$ -               |
|               | Niver St to Kiep Dr                                          |                       |                | 52                         | \$ -                | \$ -               |
|               | Kiep Dr to 5584 S. Ridgewood                                 |                       |                | 52                         | \$ -                | \$ -               |
|               | 5584 S. Ridgewood to Farmbrook Rd                            |                       |                | 52                         | \$ -                | \$ -               |
|               | Farmbrook Rd to E. Bayshore Dr                               |                       |                | 52                         | \$ -                | \$ -               |
|               | E. Bayshore Dr to Nova Rd                                    |                       |                | 52                         | \$ -                | \$ -               |
|               | Nova Rd to South City Limits (Rose Bay Bridge)               |                       |                | 52                         | \$ -                | \$ -               |
| <b>3</b>      | <b>Ridgewood Avenue Roadsides</b>                            | <b>78,910</b>         | <b>1.81</b>    | <b>52</b>                  | <b>\$ -</b>         | <b>\$ -</b>        |
| <b>4</b>      | <b>Dunlawton Avenue Medians</b>                              | <b>338,744</b>        | <b>7.78</b>    |                            |                     |                    |
|               | Summertrees to 95                                            |                       |                | 52                         | \$ -                | \$ -               |
|               | 95 to 1788 Dunlawton Ave                                     |                       |                | 52                         | \$ -                | \$ -               |
|               | 1788 Dunlawton to Yorktowne Blvd                             |                       |                | 52                         | \$ -                | \$ -               |
|               | Yorktowne Blvd to Clyde Morris Blvd                          |                       |                | 52                         | \$ -                | \$ -               |
|               | Clyde Morris Blvd to Victoria Garden/City Center             |                       |                | 52                         | \$ -                | \$ -               |
|               | Victoria Garden/City Center to N. Swallow Tail/Village Trail |                       |                | 52                         | \$ -                | \$ -               |
|               | N. Swallow Tail/Village Trail to S. Swallowtail              |                       |                | 52                         | \$ -                | \$ -               |
|               | S. Swallowtail to Jackson                                    |                       |                | 52                         | \$ -                | \$ -               |
|               | Jackson to Dunlawton Hills Subdivision                       |                       |                | 52                         | \$ -                | \$ -               |
|               | Dunlawton Hills to Oak St                                    |                       |                | 52                         | \$ -                | \$ -               |
|               | Oak St to Spruce Creek Rd                                    |                       |                | 52                         | \$ -                | \$ -               |
|               | Spruce Creek Rd to RR Crossing                               |                       |                | 52                         | \$ -                | \$ -               |
|               | RR Crossing to US 1                                          |                       |                | 52                         | \$ -                | \$ -               |
| <b>5</b>      | <b>Dunlawton Avenue Roadsides</b>                            | <b>791,044</b>        | <b>18.16</b>   | <b>52</b>                  | <b>\$ -</b>         | <b>\$ -</b>        |
| <b>6</b>      | <b>Nova Road Medians</b>                                     | <b>90,208</b>         | <b>2.07</b>    |                            |                     |                    |
|               | Isabelle Ave to Regency Blvd                                 |                       |                | 52                         | \$ -                | \$ -               |
|               | Regency Blvd to Wood St                                      |                       |                | 52                         | \$ -                | \$ -               |
|               | Wood St to Durant Dr                                         |                       |                | 52                         | \$ -                | \$ -               |
|               | Durant Dr to Spruce Creek Rd                                 |                       |                | 52                         | \$ -                | \$ -               |
|               | Spruce Creek Rd to Miles Dr                                  |                       |                | 52                         | \$ -                | \$ -               |
|               | Miles Dr to Tree Garden Dr                                   |                       |                | 52                         | \$ -                | \$ -               |
|               | Tree Garden Dr to Village Trl                                |                       |                | 52                         | \$ -                | \$ -               |
|               | Village Trl to Dunlawton Ave                                 |                       |                | 52                         | \$ -                | \$ -               |
|               | Dunlawton Ave to Eagle Lake Trl                              |                       |                | 52                         | \$ -                | \$ -               |
| <b>7</b>      | <b>Nova Road Roadsides</b>                                   | <b>404,895</b>        | <b>9.26</b>    | <b>52</b>                  | <b>\$ -</b>         | <b>\$ -</b>        |
|               |                                                              |                       |                |                            | <b>TOTAL MOWING</b> | <b>\$ -</b>        |

|                             |                                     | TURF MAINTENANCE      |                            |                                 |                     |                     |
|-----------------------------|-------------------------------------|-----------------------|----------------------------|---------------------------------|---------------------|---------------------|
|                             |                                     | MULCH (1 X YEAR)      |                            | GRANULAR FERTILIZER (1 X YEAR)  | PESTICIDE TREATMENT | HERBICIDE TREATMENT |
| ITEM #                      | LOCATION                            | ESTIMATED CUBIC YARDS | COST PER MULCH APPLICATION | COST PER FERTILIZER APPLICATION | ANNUAL COST         | ANNUAL COST         |
| 1                           | Causeway and High Rise Bridge       | 130                   | \$ -                       | \$ -                            | \$ -                | \$ -                |
| 2                           | Ridgewood Avenue Medians            |                       |                            |                                 |                     |                     |
|                             | Murray Way to E. Bayshore Dr        | 290                   | \$ -                       | \$ -                            | \$ -                | \$ -                |
| 3                           | Dunlawton Avenue Medians            |                       |                            |                                 |                     |                     |
|                             | S. Williamson Blvd to Ridgewood Ave | 890                   | \$ -                       | \$ -                            | \$ -                | \$ -                |
| 4                           | Nova Road Medians                   |                       |                            |                                 |                     |                     |
|                             | Eagle Lake Trail to Wood Street     | 20                    | \$ -                       | N/A                             | N/A                 | N/A                 |
| TOTAL TURF MAINTENANCE COST |                                     |                       |                            |                                 |                     | \$ -                |

|                                     |                                     | TREE & SHRUB MAINTENANCE          |                     |                     |
|-------------------------------------|-------------------------------------|-----------------------------------|---------------------|---------------------|
|                                     |                                     | GRANULAR FERTILIZER (1X PER YEAR) | PESTICIDE TREATMENT | HERBICIDE TREATMENT |
| ITEM #                              | LOCATION                            | ANNUAL COST                       | ANNUAL COST         | ANNUAL COST         |
| 1                                   | Causeway and High Rise Bridge       | \$ -                              | \$ -                | \$ -                |
| 2                                   | Ridgewood Avenue Medians            |                                   |                     |                     |
|                                     | Murray Way to E. Bayshore Dr.       | \$ -                              | \$ -                | \$ -                |
| 3                                   | Dunlawton Avenue Medians            |                                   |                     |                     |
|                                     | S. Williamson Blvd to Ridgewood Ave | \$ -                              | \$ -                | \$ -                |
| 4                                   | Nova Road Medians                   |                                   |                     |                     |
|                                     | Eagle Lake Trail to Wood Street     | \$ -                              | \$ -                | \$ -                |
| TOTAL TREE & SHRUB MAINTENANCE COST |                                     |                                   |                     | \$ -                |

|                                      |                                     | PALM TREES                                          |
|--------------------------------------|-------------------------------------|-----------------------------------------------------|
|                                      |                                     | GRANULAR FERTILIZER ("PALM SPECIAL") (1 X PER YEAR) |
| ITEM #                               | LOCATION                            | ANNUAL COST                                         |
| 1                                    | Causeway and High Rise Bridge       | \$ -                                                |
| 2                                    | Ridgewood Avenue Medians            |                                                     |
|                                      | Murray Way to E. Bayshore Dr.       | \$ -                                                |
| 3                                    | Dunlawton Avenue Medians            |                                                     |
|                                      | S. Williamson Blvd to Ridgewood Ave | \$ -                                                |
| TOTAL PALM TREES                     |                                     | \$ -                                                |
| GRAND TOTAL ALL MAINTENANCE SERVICES |                                     | \$ -                                                |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure is required.



# CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5717  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

## **ADDENDUM # 1**

**June 21, 2023**

### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE 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 May 31, 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.

#### **A. CLARIFICATIONS:**

None

#### **B. CHANGES TO SPECIFICATIONS:**

None

#### **C. REVISED (ATTACHMENT1) SCHEDULE OF UNIT PRICING**

Bidders are advised they must complete REVISED (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal REVISED (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. REVISED (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

#### **D. QUESTIONS AND ANSWERS:**

**QUESTION #1:** What is the current budget for ITB # 23-03?

**ANSWER:** The budget for the contract is \$254,794.06. The scope of work has changed increasing the new budget to \$325,600.

**QUESTION #2:** The pricing sheet shows 52 mows per year, but the maps and previous bids have asked for 39 mows per year. Is 52 the correct number of frequencies?

**ANSWER:** Yes, 52 mows is correct.

**QUESTION #3:** Mulch quantities for Howes St. to Clark Place Medians shows 110 yards but the maps show concrete medians. Do we input N/A on areas that are showing mulch and fertilization quantities but don't actually require mulch or fertilization?

**ANSWER:** No, the Schedule of Unit Pricing has been revised to accurately reflect the services needed for each area. Please refer to Item C. of this addendum.

**QUESTION #4:** Do we input N/A on areas that are showing mulch and fertilization quantities but don't actually require mulch or fertilization?

**ANSWER:** Please see answer to question number 3.

**QUESTION #5:** Palms = some of the areas on pricing sheet are asking for pricing but there are no palms at those locations and there are other areas that have palms that are not listed? How do we proceed with providing the correct pricing?

**ANSWER:** Please see answer to question number 3.

**QUESTION #6:** Regarding Tree & Shrub Maintenance, what type of herbicide treatment needs to be applied to the trees and shrubs?

**ANSWER:** It is the Contractor's responsibility to choose and apply the appropriate type of herbicide treatment based on current conditions, i.e. weather, trimming upkeep, and weed growth, etc.

**QUESTION #7** Will you accept signature via a Power of Attorney for the Bid and Performance Bonds or would that disqualify us?

**ANSWER:** The City may consider the use of a Power of Attorney ("POA") for the principal's signature, subject to the City's review and acceptance of POA documents. Please also refer to Item 95 on page 37 of the Invitation to Bid document regarding the signatures on the solicitation forms.

**In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES Remains unchanged.**

**END OF ADDENDUM #1**

Joseph Castro  
Buyer

[jcastro@port-orange](mailto:jcastro@port-orange)



## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5717  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM #3**

**June 28, 2023**

### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE 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 May 31, 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.

#### **A. CLARIFICATIONS:**

None

#### **B. CHANGES TO SPECIFICATIONS:**

Section 3 – Scope of Work, item a. (pg.13) currently reads:

- a. TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.

Section 3 – Scope of Work, item a. (pg.13) is hereby changed to read:

- a. TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form.

#### **C. 2<sup>nd</sup> REVISION (ATTACHMENT1) SCHEDULE OF UNIT PRICING**

Bidders are advised they must complete 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>



**D. QUESTIONS AND ANSWERS:**

**Question #1:** On the Schedule of Unit Pricing, in the “Turf Maintenance” section it shows “Granular Fertilizer (1x per year)” and “Cost Per Fertilizer Application”, however the Scope of Work calls for fertilizer (2x) per year. Please verify this section. Does the City want fertilizer twice per year? Do you want the cost per application or annual cost?

**ANSWER:** Please see letters B and C above.

**In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES remains unchanged.**

**END OF ADDENDUM #3**

Joseph Castro

Buyer

[jcastro@port-orange.org](mailto:jcastro@port-orange.org)



## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5717  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM # 2**

**June 27, 2023**

### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE 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 May 31, 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.

#### **NEW BID OPENING DATE**

The bid opening date of June 28, 2023 at 2:30 p.m. is hereby changed to July 5, 2023 at 2:30 p.m.

#### **FINAL ADDENDUM**

It is the City's intent to post the final addendum to: [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and DemandStar via their website at [www.demandstar.com](http://www.demandstar.com) by 5:00 p.m. on June 29, 2023.

#### **A. CLARIFICATIONS:**

None

#### **B. CHANGES TO SPECIFICATIONS:**

None

#### **C. QUESTIONS AND ANSWERS:**

None

**In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES remains unchanged.**

**END OF ADDENDUM #2**

Joseph Castro

Buyer

[jcastro@port-orange.org](mailto:jcastro@port-orange.org)

## **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
- ☒ Bid Bond
- ☒ Current Bonding Capacity Letter (as outlined in Section 6)
- ☒ Copy of all currently held Licenses and Certifications (Contractor, Sunbiz, and as outlined in Section 3)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (flash drive) version in PDF format

BY: Brightview Landscape Services, INC

Name of Business



Authorized Signature

6-23-23

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):

Brightview Landscape Services, Inc

Name of Business

701 Codisco Way

Mailing Address

Sanford, FL 32771

City, State & Zip Code

407-669-3957

Telephone Number

chad.wood@brightview.com

E-mail Address

Authorized Signature

Chad Wood-Business Developer

Printed Name and Title

95-4194223 407-262-7700 x 11173

Federal Identification No.

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

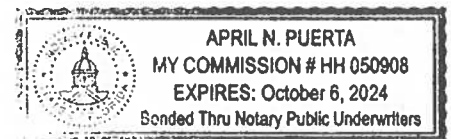
23 day of June, 2023, by Chad Wood and who:

☒ is personally know to me; or ☐ has produced \_\_\_\_\_ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

APRIL N. PUERTA



*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: 6-21-23

Addendum# 3 Date: 6-28-23

Addendum# 2 Date: 6-29-23

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:

Brightview Landscapes Services, Inc

Name of Business

[Signature]

Authorized Signature

Chad Wood-Business Developer

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

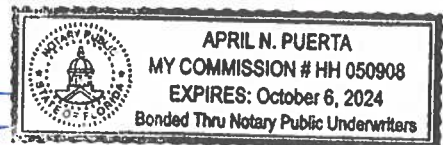
23rd day of June, 2023, by Chad Wood and who:

☒ I personally know to me; or ☐ has produced \_\_\_\_\_ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

[Signature]  
APRIL N. PUERTA



***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](mailto:purchdiv@port-orange.org)

### **ADDENDUM # 1**

**June 21, 2023**

#### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE 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 May 31, 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.

**A. CLARIFICATIONS:**

None

**B. CHANGES TO SPECIFICATIONS:**

None

**C. REVISED (ATTACHMENT1) SCHEDULE OF UNIT PRICING**

Bidders are advised they must complete REVISED (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal REVISED (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. REVISED (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>.

**D. QUESTIONS AND ANSWERS:**

**QUESTION #1:** What is the current budget for ITB # 23-03?

**ANSWER:** The budget for the contract is \$254,794.06. The scope of work has changed increasing the new budget to \$325,600.

**QUESTION #2:** The pricing sheet shows 52 mows per year, but the maps and previous bids have asked for 39 mows per year. Is 52 the correct number of frequencies?

**ANSWER:** Yes, 52 mows is correct.

**QUESTION #3:** Mulch quantities for Howes St. to Clark Place Medians shows 110 yards but the maps show concrete medians. Do we input N/A on areas that are showing mulch and fertilization quantities but don't actually require mulch or fertilization?

**ANSWER:** No, the Schedule of Unit Pricing has been revised to accurately reflect the services needed for each area. Please refer to Item C. of this addendum.

**QUESTION #4:** Do we input N/A on areas that are showing mulch and fertilization quantities but don't actually require mulch or fertilization?

**ANSWER:** Please see answer to question number 3.

**QUESTION #5:** Palms = some of the areas on pricing sheet are asking for pricing but there are no palms at those locations and there are other areas that have palms that are not listed? How do we proceed with providing the correct pricing?

**ANSWER:** Please see answer to question number 3.

**QUESTION #6:** Regarding Tree & Shrub Maintenance, what type of herbicide treatment needs to be applied to the trees and shrubs?

**ANSWER:** It is the Contractor's responsibility to choose and apply the appropriate type of herbicide treatment based on current conditions, i.e. weather, trimming upkeep, and weed growth, etc.

**QUESTION #7** Will you accept signature via a Power of Attorney for the Bid and Performance Bonds or would that disqualify us?

**ANSWER:** The City may consider the use of a Power of Attorney ("POA") for the principal's signature, subject to the City's review and acceptance of POA documents. Please also refer to Item 95 on page 37 of the Invitation to Bid document regarding the signatures on the solicitation forms.

**In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES Remains unchanged.**

**END OF ADDENDUM #1**

Joseph Castro

Buyer

[jcastro@port-orange](mailto:jcastro@port-orange)



6/23/23





## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5717  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM # 2**

**June 27, 2023**

### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE 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 May 31, 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.

#### **NEW BID OPENING DATE**

The bid opening date of June 28, 2023 at 2:30 p.m. is hereby changed to July 5, 2023 at 2:30 p.m.

#### **FINAL ADDENDUM**

It is the City's intent to post the final addendum to: [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and DemandStar via their website at [www.demandstar.com](http://www.demandstar.com) by 5:00 p.m. on June 29, 2023.

#### **A. CLARIFICATIONS:**

None

#### **B. CHANGES TO SPECIFICATIONS:**

None

#### **C. QUESTIONS AND ANSWERS:**

None

In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES remains unchanged.

**END OF ADDENDUM #2**

Joseph Castro

Buyer

[jcastro@port-orange.org](mailto:jcastro@port-orange.org)

  
6/27/23





## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5717  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM #3**

**June 28, 2023**

### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE 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 May 31, 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.

#### **A. CLARIFICATIONS:**

None

#### **B. CHANGES TO SPECIFICATIONS:**

Section 3 – Scope of Work, item a. (pg.13) currently reads:

- a. TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized with no more than one (1,) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1.

Section 3 – Scope of Work, item a. (pg.13) is hereby changed to read:

- a. TURF GRASS FERTILIZATION: St. Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form.

#### **C. 2<sup>nd</sup> REVISION (ATTACHMENT1) SCHEDULE OF UNIT PRICING**

Bidders are advised they must complete 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing. If Bidder does not complete and include with bid submittal 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing, their bid will be deemed non-responsive. 2<sup>ND</sup> REVISION (Attachment1) Schedule of Unit Pricing is posted as a separate document on DemandStar and the City of Port Orange Purchasing Web page at <https://www.port-orange.org/bids.aspx>

**D. QUESTIONS AND ANSWERS:**

**Question #1:** On the Schedule of Unit Pricing, in the "Turf Maintenance" section it shows "Granular Fertilizer (1x per year)" and "Cost Per Fertilizer Application", however the Scope of Work calls for fertilizer (2x) per year. Please verify this section. Does the City want fertilizer twice per year? Do you want the cost per application or annual cost?

**ANSWER:** Please see letters B and C above.

**In all other respects, except as specifically stated herein, the subject ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES remains unchanged.**

**END OF ADDENDUM #3**

Joseph Castro

Buyer

[jcastro@port-orange.org](mailto:jcastro@port-orange.org)

A large, stylized handwritten signature in black ink, likely belonging to Joseph Castro.

6/28/23

**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.

Brightview Landscape Services, Inc

Name of Business

Authorized Signature

Chad Wood-Business Developer

Printed Name and Title

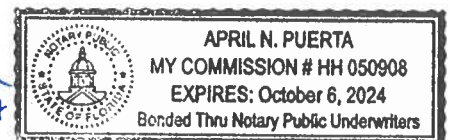
STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of June, 2023, by Chad Wood and who:

☒ personally know to me; or ☐ has produced \_\_\_\_\_ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration: APRIL N. PUERTA



***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 Chad Wood, who, being by me first duly sworn, made the following statement:

1. The business address of Brightview Landscape Services (name of Offeror or business) is 701 Codisco Way Sanford FL 32771
2. My relationship to Chad Wood (name of Offeror or business) is Co-Worker  
(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: FL

COUNTY OF: Volusia

Brightview Landscape Services  
Name of Business

Authorized Signature

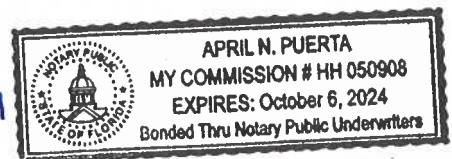
Chad Wood - Business Developer  
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of July, 2023, by CHAD WOOD and who:

☒ I personally know to me; or ☐ has produced \_\_\_\_\_ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration: APRIL N. PUERTA  
EXP. 10/6/24



*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: Brightview Landscape Services, Inc

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

PRINTED SIGNATURE: Chad Wood

TITLE: Business Developer

ADDRESS: 701 Codisco Way

CITY, STATE AND ZIP CODE: Sanford, FL 32771

TELEPHONE: 407-669-3957 FAX: 407-302-5573

F.E.I.N.: 95-4194223

**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: Brightview Landscape Services, Inc
- B. Permanent main office address: 701 Codisco Way Sanford, FL 32771
- C. Date organized: 1939
- 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? 7
- 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: Landscape Maintenance
- 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: 50 + 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: \$ Unlimited
- O. Give bank name, contact name and phone number: PNC Bank 888-762-2265
- 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

Brightview Landscape Services, Inc  
Name of Business

[Signature]  
Authorized Signature

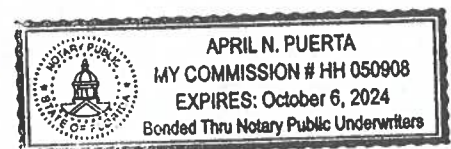
Chad Wood-Business Developer  
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of June, 2023, by Chad Wood and who:

☒ I personally know to me; or ☐ has produced \_\_\_\_\_ as identification.

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

APRIL N. PUERTA  
[Signature]



**This document must be completed and returned with your Submittal**

Line F: Contracts on Hand

1. City of Deltona = Roadways and Municipalities
  - a. \$260,000
  - b. May 2021 – April 2024
2. Seminole County = Roadways, Parks, and Facilities
  - a. \$1,800,000
  - b. March 2008 – February 2024
3. City of Sanford = Roadways
  - a. \$420,000
  - b. February 2023 – January 2026
4. City of Casselberry = Roadways
  - a. \$398,000
  - b. May 2023 – April 2026
5. City of Apopka
  - a. \$500,000
  - b. February 2023 – January 2026

Line J: Important Projects/Contracts

1. Villages of Royal Palm = Full Service HOA (recently renewed contract)
  - a. \$622,000
  - b. May 2018 – December 2023
2. Victoria Gardens – Full Service HOA (recently renewed contract)
  - a. \$1,425,000
  - b. August 2018 – February 2025
3. City of Sanford = Roadways (new project)
  - a. \$420,000
  - b. February 2023 – January 2026
4. City of Casselberry = Roadways (new project)
  - a. \$398,000
  - b. May 2023 – April 2026
5. City of Apopka (new project)
  - a. \$500,000
  - b. February 2023 – January 2026



| Unit Number | Asset Number | Year | MFG         | Asset Description             | VIN               |
|-------------|--------------|------|-------------|-------------------------------|-------------------|
| 329949      | 329949       | 17   | Dodge       | 1500 Ram QC                   | 1C6RR6FG8HS855010 |
| 339325      | 339325       | 19   | Express     | 20 FT Enclosed Express        | 5GLBE2026LC000152 |
| 349834      | 349834       | 55   | Ford        | 2021 RANGER                   | 1FTER4EH1MLD48640 |
| 303065      | 303065       | 16   | Dodge       | 2500 Ram CC                   | 3C6TR4HT0GG151670 |
| 303079      | 303079       | 17   | Dodge       | 2500 Ram CC                   | 3C6TR4HT6HG670112 |
| 303237      | 303237       | 16   | Dodge       | 2500 Ram CC                   | 3C6TR4HT1GG129001 |
| 339330      | 339330       | 19   | Exmark      | 36 in Standon Mower           | 406607235         |
| 348695      | 348695       | 21   | Toro        | 52 in Grandstand Mower        | 407384983         |
| 348696      | 348696       | 21   | Toro        | 52 in Grandstand Mower        | 407569186         |
| 348697      | 348697       | 21   | Toro        | 52 in Grandstand Mower        | 407569161         |
| 348698      | 348698       | 21   | Toro        | 52 in Grandstand Mower        | 407384982         |
| 348699      | 348699       | 21   | Toro        | 52 in Grandstand Mower        | 407695225         |
| 348700      | 348700       | 21   | Toro        | 52 in Grandstand Mower        | 407385035         |
| 348701      | 348701       | 21   | Toro        | 52 in Grandstand Mower        | 407569164         |
| 348702      | 348702       | 21   | Toro        | 52 in Grandstand Mower        | 407569160         |
| 348703      | 348703       | 21   | Toro        | 52 in Grandstand Mower        | 407569163         |
| 348705      | 348705       | 21   | Toro        | 52 in Grandstand Mower        | 408828066         |
| 338134      | 338134       | 19   | Kubota      | 52401 Utility Vehicle         | 52401             |
| 348706      | 348706       | 21   | Toro        | 60 in Grandstand Mower        | 407494560         |
| 348707      | 348707       | 21   | Toro        | 60 in Grandstand Mower        | 407354499         |
| 348708      | 348708       | 21   | Toro        | 60 in Grandstand Mower        | 407494533         |
| 348710      | 348710       | 21   | Toro        | 60 in Grandstand Mower        | 407494558         |
| 348711      | 348711       | 21   | Toro        | 60 in Grandstand Mower        | 407494572         |
| 348712      | 348712       | 21   | Toro        | 60 in Grandstand Mower        | 407393362         |
| 348713      | 348713       | 21   | Toro        | 60 in Grandstand Mower        | 407494540         |
| 326273      | 326273       | 16   | Exmark      | 72" RO Mower                  | 316665762         |
| 341306      | 341306       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406774032         |
| 341307      | 341307       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406774034         |
| 341308      | 341308       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406774036         |
| 341309      | 341309       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406774037         |
| 341310      | 341310       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406774040         |
| 341311      | 341311       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406774041         |
| 341312      | 341312       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406892159         |
| 343737      | 343737       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406892222         |
| 343997      | 343997       | 20   | Exmark      | 72in Lazer S Series & Mulch K | 406892214         |
| 339317      | 339317       | 19   | Exmark      | 72in Mower                    | 405267562         |
| 341315      | 341315       | 20   | Exmark      | 96in Lazer (50 State) (Non-Pr | 405110594         |
| 341316      | 341316       | 20   | Exmark      | 96in Lazer (50 State) (Non-Pr | 405522157         |
| 1010281     | 1010281      | 09   | Buffalo     | Blower KB3                    | LCAUS04109T370876 |
| 1011787     | 1011787      | UN   | Mobile Mini | Container Storage             | ES10SZ16044       |
| 1016785     | 1016785      | 12   | Billy Goat  | Debris Loader                 | 081312429         |

|          |          |    |         |                    |                   |
|----------|----------|----|---------|--------------------|-------------------|
| 50001805 | 50001805 | 19 | Other   | DER - Transmission | 1FTEX1C87FFA61067 |
| 71364    | 160231   | 98 | Misc.   | Diesel Fuel Tank   |                   |
|          | 281003   | 18 | Other   | Engine Repair FFC  | FFC 06-18         |
| 339320   | 339320   | 19 | Express | Express            | 5GLBE2022LC000147 |
| 339321   | 339321   | 19 | Express | Express            | 5GLBE2024LC000148 |
| 339322   | 339322   | 19 | Express | Express            | 5GLBE2026LC000149 |
| 339324   | 339324   | 19 | Express | Express            | 5GLBE2024LC000151 |
| 339326   | 339326   | 19 | Express | Express            | 5GLBE2028LC000153 |
| 325953   | 325953   | 16 | Ford    | F150               | 1FTEW1CP2GFB71584 |
| 1026897  | 1026897  | 16 | Ford    | F150 SC            | 1FTEX1CP3GFA18421 |
| 1027532  | 1027532  | 16 | Ford    | F150 SC            | 1FTEX1CP8GFB03755 |
| 1020911  | 1020911  | 15 | Ford    | F150 SC XL         | 1FTEX1C87FFA61067 |
| 1026129  | 1026129  | 15 | Ford    | F150 SC XL         | 1FTEX1CP8FKE51688 |
| 1018606  | 1018606  | 14 | Ford    | F150 SCC           | 1FTFW1CF8EFA07474 |
| 1001332  | 1001332  | 05 | Ford    | F150 SCC 4X4       | 1FTPW14595KC14781 |
| 1021769  | 1021769  | 15 | Ford    | F150 SCC XLT       | 1FTEW1C84FFA61062 |
| 330180   | 330180   | 17 | Ford    | F150 Transit       | 1FTYE24MXJKA13061 |
| 337806   | 337806   | 19 | Ford    | F250               | 1FT7W2A64KEE24119 |
| 338625   | 338625   | 19 | Ford    | F250               | 1FT7W2A63KEG49079 |
| 338627   | 338627   | 19 | Ford    | F250               | 1FT7W2A62KEG06420 |
| 338628   | 338628   | 19 | Ford    | F250               | 1FT7W2A64KEG06421 |
| 338629   | 338629   | 19 | Ford    | F250               | 1FT7W2A68KEG06423 |
| 338630   | 338630   | 19 | Ford    | F250               | 1FT7W2A6XHEG06424 |
| 338631   | 338631   | 19 | Ford    | F250               | 1FT7W2A66KEG06422 |
| 338632   | 338632   | 19 | Ford    | F250               | 1FT7W2A66KEG06419 |
| 338633   | 338633   | 19 | Ford    | F250               | 1FT7W2A61KEG49081 |
| 338634   | 338634   | 19 | Ford    | F250               | 1FT7W2A63KEG49082 |
| 338636   | 338636   | 19 | Ford    | F250               | 1FT7W2A67KEG06428 |
| 344754   | 344754   | 20 | Ford    | F250               | 1FD7X2A6XMEC75212 |
| 1027015  | 1027015  | 16 | Ford    | F250 CC            | 1FT7W2A67GEB07443 |
| 303241   | 303241   | 15 | Ford    | F250 CC            | 1FT7W2A63FED63139 |
| 303243   | 303243   | 09 | Ford    | F250 CC            | 1FTSW20509EB05488 |
| 303333   | 303333   | 15 | Ford    | F250 CC            | 1FT7W2A62FEC43994 |
| 1002306  | 1002306  | 05 | Ford    | F250 CC XL         | 1FTSW20595EC07074 |
| 1003792  | 1003792  | 06 | Ford    | F250 CC XL         | 1FTSW20576EC30774 |
| 1004801  | 1004801  | 07 | Ford    | F250 CC XL         | 1FTSW20597EA57745 |
| 1010264  | 1010264  | 10 | Ford    | F250 CC XL         | 1FTSW2A50AEA72205 |
| 1011149  | 1011149  | 11 | Ford    | F250 CC XL         | 1FT7W2A65BEA88156 |
| 1011595  | 1011595  | 11 | Ford    | F250 CC XL         | 1FT7W2A65BEB20393 |
| 1013868  | 1013868  | 11 | Ford    | F250 CC XL         | 1FT7W2A63BEC77792 |
| 1013905  | 1013905  | 11 | Ford    | F250 CC XL         | 1FT7W2A6XBEC44627 |
| 1013953  | 1013953  | 11 | Ford    | F250 CC XL         | 1FT7W2A62BEC41883 |
| 1014261  | 1014261  | 11 | Ford    | F250 CC XL         | 1FT7W2A69BEC70474 |

|         |         |    |            |                               |                   |
|---------|---------|----|------------|-------------------------------|-------------------|
| 1014262 | 1014262 | 11 | Ford       | F250 CC XL                    | 1FT7W2A62BEC82045 |
| 1015396 | 1015396 | 12 | Ford       | F250 CC XL                    | 1FT7W2A68CEB86969 |
| 1016615 | 1016615 | 12 | Ford       | F250 CC XL                    | 1FT7W2A63CEC37813 |
| 1018362 | 1018362 | 14 | Ford       | F250 CC XL                    | 1FT7W2A68EEA55219 |
| 1021428 | 1021428 | 16 | Ford       | F250 CC XL                    | 1FT7W2A65GEA23492 |
| 327634  | 327634  | 17 | Ford       | F250 CC XL                    | 1FT7W2A64HEC32417 |
| 327635  | 327635  | 17 | Ford       | F250 CC XL                    | 1FT7W2A66HEC32418 |
| 330143  | 330143  | 17 | Ford       | F250 CC XL                    | 1FT7W2A64HED69728 |
| 340197  | 340197  | 19 | Ford       | F250 CC XL                    | 1FT7W2A64LEC51770 |
| 1005019 | 1005019 | 07 | Ford       | F250 IRRIGATION               | 1FDSX20577EB21483 |
| 303098  | 303098  | 06 | Ford       | F250 RC                       | 1FTNF20586EA52466 |
| 1007586 | 1007586 | 08 | Ford       | F250 Service Truck            | 1FTSX20578EE15472 |
| 350897  | 350897  | 21 | Ford       | F250 XL SC                    | 1FD7X2A63MED10382 |
| 1019078 | 1019078 | 14 | Ford       | F350 SPRAY                    | 1FD8X3G63EEB09648 |
| 305410  | 305410  | 19 | Ford       | F450                          | 1FD0W4GY1JEC27957 |
| 332023  | 332023  | 17 | Ford       | F450                          | 1FDUF4GY3HEE79088 |
| 1000264 | 1000264 | 04 | Other      | Forward 2 Post Equipment Lift | 107LL12497        |
| 1020103 | 1020103 | 14 | Billy Goat | Leaf Vac                      | 52614007          |
| 1020421 | 1020421 | 14 | Billy Goat | Leaf Vac                      | 102014386         |
| 70290   | 121478  | 97 | Other      | Lift-Heftee                   | 4145              |
| 339327  | 339327  | 19 | Other      | Load Runner                   | 57BMEL729K1038753 |
| 339328  | 339328  | 19 | Other      | LoadRunner                    | 57BMEL721K1038696 |
| 345089  | 345089  | 20 | Other      | LT RICH Z-SPRAY               |                   |
| 1026935 | 1026935 | 16 | Exmark     | Mower 36 in WB                | 316610745         |
| 306981  | 306981  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406565551         |
| 306982  | 306982  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406565552         |
| 306983  | 306983  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406810517         |
| 306984  | 306984  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406810541         |
| 306985  | 306985  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406810542         |
| 338282  | 338282  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406864459         |
| 343733  | 343733  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406864552         |
| 343734  | 343734  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406864578         |
| 343735  | 343735  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406864595         |
| 343887  | 343887  | 20 | Exmark     | Mower 48 in Turf Tracer       | 406710190         |
| 338538  | 338538  | 19 | Exmark     | Mower 52 in Staris SO         | 405267546         |
| 341301  | 341301  | 20 | Exmark     | Mower 52 in Staris SO         | 406990595         |
| 341302  | 341302  | 20 | Exmark     | Mower 52 in Staris SO         | 406990596         |
| 343738  | 343738  | 20 | Exmark     | Mower 52 in Staris SO         | 406822194         |
| 343740  | 343740  | 20 | Exmark     | Mower 52 in Staris SO         | 406822316         |
| 303062  | 303062  | 16 | Exmark     | Mower 52 in WB                | 316608563         |
| 303248  | 303248  | 16 | Exmark     | Mower 52 in WB                | 316632155         |
| 303291  | 303291  | 16 | Exmark     | Mower 52 in WB                | 316632110         |
| 338035  | 338035  | 19 | Exmark     | Mower 60 in                   | 405108848         |

|         |         |    |         |                                |                   |
|---------|---------|----|---------|--------------------------------|-------------------|
| 337358  | 337358  | 19 | Exmark  | Mower 60 in Lazer              | 404531132         |
| 306911  | 306911  | 20 | Exmark  | Mower 60 in Lazer E Series     | 408784257         |
| 306913  | 306913  | 20 | Exmark  | Mower 60 in Lazer E Series     | 408784260         |
| 306915  | 306915  | 20 | Exmark  | Mower 60 in Lazer E Series     | 408784262         |
| 306945  | 306945  | 20 | Exmark  | Mower 60 in Lazer E Series     | 408784253         |
| 306986  | 306986  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406526155         |
| 306987  | 306987  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406526156         |
| 338281  | 338281  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406526154         |
| 338283  | 338283  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406526179         |
| 338284  | 338284  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406526185         |
| 338285  | 338285  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406643861         |
| 338286  | 338286  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406780940         |
| 343889  | 343889  | 20 | Exmark  | Mower 60 in Lazer E Series     | 406643893         |
| 337362  | 337362  | 19 | Exmark  | Mower 60 in Turf Tracer X Seri | 404953770         |
| 338280  | 338280  | 20 | Exmark  | Mower 60 in Turf Tracer X Seri | 406565798         |
| 338287  | 338287  | 20 | Exmark  | Mower 60 in Turf Tracer X Seri | 406565799         |
| 1026933 | 1026933 | 16 | Toro    | Mower Groundmaster             | 316000271         |
| 344352  | 344352  | 20 | Isuzu   | NPR HD                         | JALC4J167L7K02015 |
| 303321  | 303321  | 14 | Isuzu   | NPR HD Reg Cab                 | 54DB4W1B7ES801564 |
| 303426  | 303426  | 15 | Nissan  | NV200 Cargo Van                | 3N6CM0KN2FK702782 |
| 1008868 | 1008868 | 09 | Ford    | Ranger                         | 1FTYR14D29PA26874 |
| 341013  | 341013  | 20 | Ford    | Ranger                         | 1FTER1EHOLLA08019 |
| 341014  | 341014  | 20 | Ford    | Ranger                         | 1FTER1EH4LLA13935 |
| 344144  | 344144  | 20 | Ford    | Ranger                         | 1FTER1EHOLLA26195 |
| 344851  | 344851  | 21 | Ford    | Ranger                         | 1FTER1EH4MLD18790 |
| 344852  | 344852  | 21 | Ford    | Ranger                         | 1FTER1EH8MLD18789 |
| 344854  | 344854  | 21 | Ford    | Ranger                         | 1FTER1EH4MLD49876 |
| 347939  | 347939  | 21 | Ford    | Ranger                         | 1FTER1EH4MLD11046 |
| 349835  | 349835  | 21 | Ford    | Ranger XLT CC                  | 1FTER4EH9MLD46411 |
| 1010569 | 1010569 | 10 | Other   | Shed Carport-Superior          |                   |
| 339329  | 339329  | 19 | Exmark  | Staris Mower                   | 406607234         |
| 1014808 | 1014808 | 12 | Toyota  | Tacoma                         | 5TFJX4CNXCX013896 |
| 1016159 | 1016159 | 13 | Toyota  | Tacoma                         | 5TFJX4CN4DX022045 |
| 1016593 | 1016593 | 13 | Toyota  | Tacoma                         | 5TFJX4CNXDX022261 |
| 1016964 | 1016964 | 13 | Toyota  | Tacoma                         | 5TFJX4CN2DX033285 |
| 1017709 | 1017709 | 13 | Toyota  | Tacoma                         | 5TFJX4CN0EX036400 |
| 1018082 | 1018082 | 14 | Toyota  | Tacoma                         | 5TFJX4CN0EX037580 |
| 303101  | 303101  | 15 | Toyota  | Tacoma                         | 5TFTX4CN4FX062444 |
| 303245  | 303245  | 15 | Toyota  | Tacoma                         | 5TFTX4CN8FX056954 |
| 303246  | 303246  | 14 | Toyota  | Tacoma                         | 5TFNX4CNXEX035112 |
| 1018151 | 1018151 | 13 | Toyota  | Tacoma SR5                     | 5TFJU4GN0DX050721 |
| 303096  | 303096  | 08 | Buffalo | Towable Turbine Blower         | 15261             |
| 338235  | 338235  | 19 | Express | Trailer                        | 5GLBE2024KC000522 |

|         |         |    |              |                                |                   |
|---------|---------|----|--------------|--------------------------------|-------------------|
| 330137  | 330137  | 18 | Big-Tex      | Trailer 10 ft                  | 16VPX2027J3009059 |
| 332019  | 332019  | 17 | Big-Tex      | Trailer 10 ft                  | 16VPX2029H2084055 |
| 303066  | 303066  | 16 | Sun Coast    | Trailer 16 ft                  | 1S9E01623G1303712 |
| 303080  | 303080  | 16 | Sun Coast    | Trailer 16 ft                  | 1S9E01627G1303731 |
| 303262  | 303262  | 13 | Sun Coast    | Trailer 16 ft                  | 1S9E01623D1303009 |
| 1012437 | 1012437 | 93 | Misc.        | Trailer 16 ft Utility          | 39450             |
| 327065  | 327065  | 17 | Big-Tex      | Trailer 18 ft Utility          | 16VPX1824H3021776 |
| 1027850 | 1027850 | 16 | Other        | Trailer 24 ft Equipment        | 1W9BRITVIEW560221 |
| 331811  | 331811  | 18 | Buffalo      | Trailer Blower                 | 29332             |
| 1020061 | 1020061 | 14 | Big-Tex      | Trailer Dump                   | 16VDX1429E3066345 |
| 1003763 | 1003763 | 06 | Better Built | Trailer Equipment              | 59007X180W0106005 |
| 1005247 | 1005247 | 06 | Imperial     | Trailer Equipment              | 1Z9BU18287J213335 |
| 1005916 | 1005916 | 07 | Imperial     | Trailer Equipment              | 1Z9ET10267J213572 |
| 1006025 | 1006025 | 07 | Imperial     | Trailer Equipment              | 1Z9BU18227J213119 |
| 1006026 | 1006026 | 07 | Imperial     | Trailer Equipment              | 1Z9BU18207J213118 |
| 1019868 | 1019868 | 14 | Other        | Trailer Equipment              | 1W9VALLEY20560002 |
| 05660   | 11332   | 82 | Misc.        | Trailer Flatbed                | 9D51013B1032484   |
| 05662   | 11316   | 86 | Misc.        | Trailer Open                   | 4675              |
| 1002828 | 1002828 | 05 | Other        | Trailer Open                   | 1B9BF12215W718180 |
| 1005175 | 1005175 | 06 | Imperial     | Trailer Open                   | 1Z9BU18266J213753 |
| 1014547 | 1014547 | 12 | Champion     | Trailer Open                   | 1C9CU2026CF602251 |
| 50206   | 159193  | 98 | Weld-Rite    | Trailer Open                   | WR980268X20DLJ336 |
| 50724   | 245163  | 97 | Weld-Rite    | Trailer Open                   | WR970166X12JQB282 |
| 1003195 | 1003195 | 05 | Better Built | Trailer Utility                | 59006X160WD805066 |
| 1004766 | 1004766 | 06 | Imperial     | Trailer Utility                | 1Z9BU18296J213570 |
| 1004861 | 1004861 | 06 | Imperial     | Trailer Utility                | 1Z9BU18286J213253 |
| 1010267 | 1010267 | 10 | Imperial     | Trailer Utility                | 1Z9BU1229AJ213196 |
| 1011948 | 1011948 | 11 | Imperial     | Trailer Utility                | 1Z9DT1420BJ213288 |
| 1013544 | 1013544 | 11 | Imperial     | Trailer Utility                | 1Z9BU182XBJ213572 |
| 1016729 | 1016729 | 13 | Imperial     | Trailer Utility                | 1Z9DT1422DJ213358 |
| 1017928 | 1017928 | 13 | Imperial     | Trailer Utility                | 1Z9UT1215DJ213137 |
| 1018384 | 1018384 | 14 | Imperial     | Trailer Utility                | 1Z9BU1828EJ213705 |
| 1018540 | 1018540 | 14 | Imperial     | Trailer Utility                | 1Z9UT1215EJ213737 |
| 331289  | 331289  | 17 | Big-Tex      | Trailer Utility                | 16VAX1210H2073840 |
| 300087  | 300087  | 16 | Ford         | TRANSIT 350                    | 1FBZX2ZM1FKA97263 |
| 344161  | 344161  | 20 | Ford         | TRANSIT CONNECT                | NM0LS7E24L1469887 |
| 303049  | 303049  | 14 | Ford         | TRANSIT CONNECT                | NM0LS7E74E1145000 |
| 339301  | 339301  | 19 | Ford         | TRANSIT CONNECT                | NM0LS7E22K1425482 |
| 339302  | 339302  | 19 | Ford         | TRANSIT CONNECT                | NM0LS7E29L1454074 |
| 1016506 | 1016506 | 12 | Ford         | Transit Connect Irrigation Van | NM0LS7CN4CT115627 |
| 1018460 | 1018460 | 13 | Ford         | Transit Connect Irrigation Van | NM0LS7AN3DT175046 |
| 1019399 | 1019399 | 14 | Ford         | Transit Connect Irrigation Van | NM0LS7E7XE1133482 |
| 1021645 | 1021645 | 14 | Ford         | Transit Connect Irrigation Van | NM0LS7E71E1169979 |

|         |         |    |            |                                |                   |
|---------|---------|----|------------|--------------------------------|-------------------|
| 343767  | 343767  | 20 | Exmark     | TURF TRACER S 481KA 48IN 3     | 406864573         |
| 1016644 | 1016644 | 12 | Kubota     | Utility Cart                   | A5KB1FDAHCG0D3572 |
| 1018857 | 1018857 | 14 | Kubota     | Utility Cart                   | 15473             |
| 339318  | 339318  | 19 | Kubota     | Utility Cart RTV500H           | 55605             |
| 339319  | 339319  | 19 | Kubota     | Utility Cart RTV500H           | 55576             |
| 325967  | 325967  | 16 | John Deere | Utility Vehicle Gator HPX      | 1M0HPXGSAGM141160 |
| 303102  | 303102  | 14 | John Deere | Utility Vehicle Gator TS       | 1M04X2SJTEM091039 |
| 303375  | 303375  | 16 | John Deere | Utility Vehicle Gator TS       | 1M04X2SJJGM111345 |
| 1009750 | 1009750 | 09 | John Deere | Utility Vehicle Sprayer        | 5409              |
| 331288  | 331288  | 18 | Z Max      | ZMAX Unit Custom               | ZS5260C-18091     |
| 36973   | 326076  | 11 | Other      | 20' Storage Container          | 161113-6          |
| 54382   | 326127  | 15 | Other      | 20' Sea Container with Turbine |                   |
| 48398   | 326098  | 14 | Other      | 20' Steel Container            | 235843-4          |
| 43932   | 326086  | 13 | Other      | 20' STORAGE CONTAINER          | 292749-0          |
| 303044  | 303044  | 16 | Dodge      | 2500 Ram CC                    | 3C6TR4HT7GG279193 |
| 303110  | 303110  | 17 | Dodge      | 2500 Ram CC                    | 3C6TR4HT8HG670113 |
| 303256  | 303256  | 16 | Dodge      | 2500 Ram CC                    | 3C6TR4HT4GG151669 |
| 303258  | 303258  | 16 | Dodge      | 2500 Ram CC                    | 3C6TR4HT2GG277268 |
| 303260  | 303260  | 17 | Dodge      | 2500 Ram CC                    | 3C6TR4HTXH670114  |
| 303313  | 303313  | 17 | Dodge      | 2500 Ram CC                    | 3C6TR4HT4HG670111 |
| 303319  | 303319  | 16 | Dodge      | 2500 Ram CC                    | 3C6UR4HJ6GG257978 |
| 303329  | 303329  | 16 | Dodge      | 2500 Ram CC                    | 3C6TR4HT2GG151671 |
| 334212  | 334212  | 18 | Exmark     | 36" Mower / SO / MK            | 403304834         |
| 327174  | 327174  | 17 | Exmark     | 36" SO Mower MK                | 400360860         |
| 304980  | 304980  | 18 | Exmark     | 36" TURF TRACER MOWER          | 402329882         |
| 342743  | 342743  | 20 | Exmark     | 36in Turf Tracer S Series Wit  | 406419257         |
| 342744  | 342744  | 20 | Exmark     | 36in Turf Tracer S Series Wit  | 406419258         |
| 342745  | 342745  | 20 | Exmark     | 36in Turf Tracer S Series Wit  | 406710178         |
| 303419  | 303419  | UN | Other      | 40' CONTAINER                  | UK                |
| 303145  | 303145  | UN | Really     | 50 Gallon Skid Sprayer         | UK                |
| 303105  | 303105  | UN | Other      | 500 Gallon Fuel Tank With Pump | C981442           |
| 303109  | 303109  | UN | Other      | 500 Gallon Fuel Tank With Pump | A61701563         |
| 345103  | 345103  | 20 | Exmark     | 60in Rear Discharge Lazer      | 408686837         |
| 304857  | 304857  | 18 | Exmark     | 72" LAZER S SERIES MOWER       | 402512700         |
| 334117  | 334117  | 18 | Exmark     | 72" LAZER S SERIES MOWER       | 402849301         |
| 335811  | 335811  | 19 | Exmark     | 72" LAZER S SERIES MOWER       | 404362604         |
| 335812  | 335812  | 19 | Exmark     | 72" LAZER S SERIES MOWER       | 404362596         |
| 337393  | 337393  | 19 | Exmark     | 72" LAZER S SERIES MOWER & MK  | 404821612         |
| 337394  | 337394  | 19 | Exmark     | 72" LAZER S SERIES MOWER & MK  | 404821613         |



|          |          |    |        |                                                 |                   |
|----------|----------|----|--------|-------------------------------------------------|-------------------|
| 334572   | 334572   | 18 | Exmark | 72" MOWER                                       | 404319447         |
| 331356   | 331356   | 18 | Exmark | 72" Mower / MK                                  | 402148613         |
| 331357   | 331357   | 18 | Exmark | 72" Mower / MK                                  | 402148611         |
| 331813   | 331813   | 18 | Exmark | 72" Mower / MK                                  | 402849325         |
| 339577   | 339577   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406426002         |
| 341313   | 341313   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892229         |
| 342758   | 342758   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892182         |
| 342759   | 342759   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892183         |
| 342760   | 342760   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406425988         |
| 342785   | 342785   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892200         |
| 342786   | 342786   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892201         |
| 342787   | 342787   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892202         |
| 342788   | 342788   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892203         |
| 342789   | 342789   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892204         |
| 342790   | 342790   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892205         |
| 342791   | 342791   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892206         |
| 342792   | 342792   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892207         |
| 343994   | 343994   | 20 | Exmark | 72in Lazer S Series & Mulch K                   | 406892230         |
| 342761   | 342761   | 20 | Exmark | 96in Lazer (50 State) (Non-Pr                   | 405574574         |
| 342762   | 342762   | 20 | Exmark | 96in Lazer (50 State) (Non-Pr                   | 405267824         |
| 70000359 | 70000359 | 15 | Other  | ARI 01/21 MInv TransRep<br>326116               | 1FTEX1C86FKD85165 |
| 70000358 | 70000358 | 16 | Other  | ARI 01/21 MInvEngineRep<br>303258               | 3C6TR4HT2GG277268 |
| 70000356 | 70000356 | 10 | Other  | ARI 12/20 M nv TransRep<br>326069               | 1FDGW4GY2AEA93040 |
| 70000355 | 70000355 | 16 | Other  | ARI 12/20 MInvEngineRep<br>303258               | 3C6TR4HT2GG277268 |
| 1013282  | 1013282  | UN | Other  | B.O.B Lift Table-Hardee<br>CHANGZHOU Turbine KB |                   |
| 327054   | 327054   | 15 | Other  | Blower                                          | LN2UT081XFZ058064 |
| 303287   | 303287   | UN | Other  | CR1411 4 Post Lift                              | 00A07H0024        |
| 50001806 | 50001806 | 19 | Other  | DER - Engine Replacement                        | 1FD0W4GY9GEB08305 |
|          | 281252   | 18 | Other  | DER ENGINE                                      | 1FD0W4GYXFEA16022 |
|          | 281249   | 18 | Other  | DER Kubota                                      | RTVX1140          |
| 70000293 | 70000293 | 20 | Other  | Engine Repair 53560                             | AFE 46060-081920  |
| 305712   | 305712   | 18 | Ford   | ESCAPE                                          | 1FMCU0GD5JUC19956 |
| 339406   | 339406   | 19 | Ford   | ESCAPE                                          | 1FMCU0GD8KUC34596 |
| 337826   | 337826   | 19 | Ford   | F150                                            | 1FTEX1CP7KKC90664 |
| 52248    | 326117   | 15 | Ford   | F150                                            | 1FTEX1C84FKD85181 |
| 1027771  | 1027771  | 16 | Ford   | F150 SC                                         | 1FTEX1CP6GFB71603 |
| 326222   | 326222   | 16 | Ford   | F150 SC                                         | 1FTEX1CP1GKE77521 |

|         |         |    |      |                 |                   |
|---------|---------|----|------|-----------------|-------------------|
| 326223  | 326223  | 16 | Ford | F150 SC         | 1FTEX1CP3GKE77522 |
| 1019816 | 1019816 | 14 | Ford | F150 SC XL      | 1FTEX1CM9EKF10980 |
| 1027586 | 1027586 | 16 | Ford | F150 SC XL      | 1FTEX1CPXGFB03756 |
| 1020112 | 1020112 | 14 | Ford | F150 SCC XLT    | 1FTEW1CM2EFC63054 |
| 52232   | 326116  | 15 | Ford | F150 XC         | 1FTEX1C86FKD85165 |
| 52263   | 326118  | 15 | Ford | F150 XC         | 1FTEX1C86FKD85196 |
| 53327   | 326122  | 15 | Ford | F150 XC         | 1FTEX1C81FFA22930 |
| 1021253 | 1021253 | 15 | Ford | F250            | 1FT7W2A61FED30916 |
| 305672  | 305672  | 18 | Ford | F250            | 1FT7W2A67JEC09963 |
| 305684  | 305684  | 18 | Ford | F250            | 1FT7W2A63JEC09975 |
| 305849  | 305849  | 18 | Ford | F250            | 1FT7W2A61JEB98121 |
| 305850  | 305850  | 18 | Ford | F250            | 1FT7W2A63JEB98122 |
| 331827  | 331827  | 18 | Ford | F250            | 1FT7W2A68JEB04946 |
| 1027881 | 1027881 | 16 | Ford | F250 CC         | 1FT7W2A62GEC91237 |
| 303195  | 303195  | 15 | Ford | F250 CC         | 1FT7W2A61FEB88759 |
| 303197  | 303197  | 08 | Ford | F250 CC         | 1FTSW20528EC56024 |
| 303250  | 303250  | 15 | Ford | F250 CC         | 1FT7W2A61FEC21436 |
| 303252  | 303252  | 16 | Ford | F250 CC         | 1FT7W2A64GEC39284 |
| 303254  | 303254  | 16 | Ford | F250 CC         | 1FT7W2A62GEC49361 |
| 303308  | 303308  | 14 | Ford | F250 CC         | 1FT7W2A67EEB58650 |
| 303317  | 303317  | 15 | Ford | F250 CC         | 1FT7W2A60FED13976 |
| 303322  | 303322  | 08 | Ford | F250 CC         | 1FTSW20558EE23959 |
| 303326  | 303326  | 15 | Ford | F250 CC         | 1FT7W2A66FEA93212 |
| 303658  | 303658  | 08 | Ford | F250 CC         | 1FTSW20538EE07582 |
| 325654  | 325654  | 16 | Ford | F250 CC         | 1FT7W2A69GEC74550 |
| 1011798 | 1011798 | 11 | Ford | F250 CC XL      | 1FT7W2A63BEA78144 |
| 1013888 | 1013888 | 11 | Ford | F250 CC XL      | 1FT7W2A68BEC44626 |
| 1013904 | 1013904 | 11 | Ford | F250 CC XL      | 1FT7W2A65BEC39268 |
| 1014082 | 1014082 | 11 | Ford | F250 CC XL      | 1FT7W2A68BEC97276 |
| 1018692 | 1018692 | 14 | Ford | F250 CC XL      | 1FT7W2A62EEB68079 |
| 1019396 | 1019396 | 15 | Ford | F250 CC XL      | 1FT7W2A69FEA47129 |
| 1021114 | 1021114 | 15 | Ford | F250 CC XL      | 1FT7W2A68FEC99387 |
| 329730  | 329730  | 17 | Ford | F250 CC XL      | 1FT7W2A68HED69733 |
| 329919  | 329919  | 17 | Ford | F250 CC XL      | 1FT7W2A64HED69731 |
| 329920  | 329920  | 17 | Ford | F250 CC XL      | 1FT7W2A62HED69730 |
| 344979  | 344979  | 21 | Ford | F250 CC XL      | 1FT7W2A67MEC76938 |
| 344990  | 344990  | 21 | Ford | F250 CC XL      | 1FT7W2A62MEC76927 |
| 303286  | 303286  | 15 | Ford | F250 EC         | 1FT7X2B60FEB75674 |
| 1010251 | 1010251 | 09 | Ford | F250 IRRIGATION | 1FTSX20529EB29529 |
| 303194  | 303194  | 15 | Ford | F250 RC         | 1FTBF2A60FEB61711 |
| 36769   | 326074  | 11 | Ford | F250 RC         | 1FTBF2A69BEC07398 |
| 1021578 | 1021578 | 15 | Ford | F250 SC XL      | 1FD7X2A69FED32311 |
| 344697  | 344697  | 20 | Ford | F250 SC XL      | 1FT7W2A60LED97454 |



|         |         |    |            |                              |                   |
|---------|---------|----|------------|------------------------------|-------------------|
| 1007573 | 1007573 | 08 | Ford       | F250 Service Truck           | 1FTSX20528EE03522 |
| 49070   | 326099  | 14 | Ford       | F350 CC                      | 1FT8W3A62FEA66230 |
| 53560   | 53560   | 16 | Ford       | F450 4CC                     | 1FD9W4GY9GEB35737 |
| 29927   | 326069  | 10 | Ford       | F450 CC                      | 1FDGW4GY2AEA93040 |
| 36702   | 326073  | 11 | Ford       | F450 CC                      | 1FDAW4GY4BEB97102 |
| 40561   | 326080  | 12 | Ford       | F450 CC                      | 1FDGW4GY0CEB46093 |
| 48136   | 326093  | 14 | Ford       | F450 CC                      | 1FD0W4GY1FEA15972 |
| 48213   | 326095  | 14 | Ford       | F450 CC                      | 1FD0W4GYXFEA15985 |
| 50512B  | 326105  | 15 | Ford       | F450 CC                      | 1FD0W4GY9GEB08305 |
| 1013426 | 1013426 | UN | Misc.      | Field Pump Fuel Boy          | S70111            |
| 1018655 | 1018655 | 14 | Bush Hog   | Finishing Mower              | TD15001201431     |
| 57729   | 57729   | 06 | Ford       | Focus SE P3F                 | 1FADP3F29DL249964 |
|         | 278037  | 16 | Other      | Fuel System/Injector Repairs |                   |
|         |         |    |            | Hazardous Material Sto-      |                   |
| 1013771 | 1013771 | 11 | Other      | DrumLoc                      |                   |
| 330138  | 330138  | 17 | Other      | Ice Maker - Hoshizaki        |                   |
| 1012871 | 1012871 | 10 | Billy Goat | Leaf Vac                     | 1102510263        |
| 303071  | 303071  | 16 | Exmark     | Mower 36 in WB               | 316601997         |
| 303137  | 303137  | 15 | Exmark     | Mower 36 in WB               | 315601432         |
| 303506  | 303506  | 13 | Exmark     | Mower 36 in WB               | 313629102         |
| 328766  | 328766  | 17 | Exmark     | Mower 48 in                  | 400457031         |
| 306829  | 306829  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406864444         |
| 306830  | 306830  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406864439         |
| 306932  | 306932  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406864456         |
| 337349  | 337349  | 19 | Exmark     | Mower 48 in Turf Tracer      | 404953866         |
| 33750   | 337350  | 19 | Exmark     | Mower 48 in Turf Tracer      | 404953868         |
| 338275  | 338275  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406864442         |
| 338278  | 338278  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406864443         |
| 338325  | 338325  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406864440         |
| 338326  | 338326  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406864446         |
| 345121  | 345121  | 20 | Exmark     | Mower 48 in Turf Tracer      | 406433878         |
| 330132  | 330132  | 17 | Exmark     | Mower 52 in                  | 401240001         |
| 331815  | 331815  | 18 | Exmark     | Mower 52 in                  | 402199977         |
| 335806  | 335806  | 19 | Exmark     | Mower 52 in Staris           | 404845061         |
| 337388  | 337388  | 19 | Exmark     | Mower 52 in Staris SO        | 404844978         |
| 337389  | 337389  | 19 | Exmark     | Mower 52 in Staris SO        | 404844979         |
| 341300  | 341300  | 20 | Exmark     | Mower 52 in Staris SO        | 406990495         |
| 341305  | 341305  | 20 | Exmark     | Mower 52 in Staris SO        | 406990501         |
| 334120  | 334120  | 18 | Exmark     | Mower 52 in Vantage SO       | 402580932         |
| 334121  | 334121  | 18 | Exmark     | Mower 52 in Vantage SO       | 402580931         |
| 1026157 | 1026157 | 15 | Exmark     | Mower 60 in                  | 315616476         |
| 328969  | 328969  | 17 | Exmark     | Mower 60 in                  | 400694873         |

|        |        |    |            |                                |                   |
|--------|--------|----|------------|--------------------------------|-------------------|
| 331296 | 331296 | 18 | John Deere | Mower 60 in                    | 1TC945MCHJY060239 |
| 342245 | 342245 | 21 | Exmark     | Mower 60 in                    | 408852991         |
| 342246 | 342246 | 21 | Exmark     | Mower 60 in                    | 408852992         |
| 303063 | 303063 | 17 | Exmark     | Mower 60 in Lazer              | 401189768         |
| 303336 | 303336 | 17 | Exmark     | Mower 60 in Lazer              | 401189770         |
| 337359 | 337359 | 19 | Exmark     | Mower 60 in Lazer              | 404816225         |
| 306827 | 306827 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406894698         |
| 306828 | 306828 | 20 | Exmark     | Mower 60 in Lazer E Series     | 407045192         |
| 306883 | 306883 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406526191         |
| 306900 | 306900 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406526120         |
| 306927 | 306927 | 20 | Exmark     | Mower 60 in Lazer E Series     | 407045166         |
| 306928 | 306928 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406894697         |
| 306929 | 306929 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406340068         |
| 306930 | 306930 | 20 | Exmark     | Mower 60 in Lazer E Series     | 408860313         |
| 306931 | 306931 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406340071         |
| 306948 | 306948 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406340069         |
| 338264 | 338264 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406340148         |
| 338265 | 338265 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406894691         |
| 338266 | 338266 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406894692         |
| 338267 | 338267 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406894695         |
| 338268 | 338268 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406894696         |
| 338269 | 338269 | 20 | Exmark     | Mower 60 in Lazer E Series     | 407045168         |
| 338270 | 338270 | 20 | Exmark     | Mower 60 in Lazer E Series     | 407045191         |
| 338271 | 338271 | 20 | Exmark     | Mower 60 in Lazer E Series     | 407045173         |
| 338272 | 338272 | 20 | Exmark     | Mower 60 in Lazer E Series     | 407045186         |
| 338273 | 338273 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406340110         |
| 338274 | 338274 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406340111         |
| 338279 | 338279 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406340072         |
| 342784 | 342784 | 20 | Exmark     | Mower 60 in Lazer E Series     | 406894723         |
| 345122 | 345122 | 20 | Exmark     | Mower 60 in Lazer E Series     | 408784245         |
| 346390 | 346390 | 21 | Exmark     | Mower 60 in Lazer E Series     | 408860295         |
| 346391 | 346391 | 21 | Exmark     | Mower 60 in Lazer E Series     | 408860302         |
| 337398 | 337398 | 19 | Exmark     | Mower 60 in SO Staris          | 404953772         |
| 337397 | 337397 | 19 | Exmark     | Mower 60 in Staris SO          | 404951771         |
| 337399 | 337399 | 19 | Exmark     | Mower 60 in Staris SO          | 404560808         |
| 54285  | 326126 | 15 | Exmark     | Mower 60 in Turf Tracer        | 315647126         |
| 306825 | 306825 | 20 | Exmark     | Mower 60 in Turf Tracer X Seri | 406565791         |
| 306826 | 306826 | 20 | Exmark     | Mower 60 in Turf Tracer X Seri | 406565775         |
| 306831 | 306831 | 20 | Exmark     | Mower 60 in Turf Tracer X Seri | 406565689         |
| 306832 | 306832 | 20 | Exmark     | Mower 60 in Turf Tracer X Seri | 406565772         |
| 306933 | 306933 | 20 | Exmark     | Mower 60 in Turf Tracer X Seri | 406421492         |
| 306949 | 306949 | 20 | Exmark     | Mower 60 in Turf Tracer X Seri | 406565721         |
| 337361 | 337361 | 19 | Exmark     | Mower 60 in Turf Tracer X Seri | 404953769         |

|         |         |    |              |                                |                   |
|---------|---------|----|--------------|--------------------------------|-------------------|
| 342780  | 342780  | 20 | Exmark       | Mower 60 in Turf Tracer X Seri | 406434026         |
| 342781  | 342781  | 20 | Exmark       | Mower 60 in Turf Tracer X Seri | 406505180         |
| 342782  | 342782  | 20 | Exmark       | Mower 60 in Turf Tracer X Seri | 406565633         |
| 342783  | 342783  | 20 | Exmark       | Mower 60 in Turf Tracer X Seri | 406565634         |
| 336931  | 336931  | 19 | Exmark       | Mower 60 in Vantage            | 404672355         |
| 302740  | 302740  | 17 | John Deere   | Mower 72 in                    | 1TC960MDCHT051637 |
| 346387  | 346387  | 21 | Exmark       | Mower 72 in Lazer S Series     | 406642739         |
| 346388  | 346388  | 21 | Exmark       | Mower 72 in Lazer S Series     | 406394704         |
| 346389  | 346389  | 21 | Exmark       | Mower 72 in Lazer S Series     | 406394703         |
| 52786   | 326121  | 15 | Isuzu        | NPR                            | 54DC4J1B4FS803426 |
| 54283   | 326124  | 16 | Isuzu        | NPR                            | 54DC4J1B5GS800133 |
| 1012165 | 1012165 | 07 | Chevrolet    | NPR Flatbed                    | J8BC4J16277013223 |
| 1012166 | 1012166 | 07 | Chevrolet    | NPR Flatbed                    | J8BC4J16877013226 |
| 1027782 | 1027782 | 16 | Isuzu        | NPR HD                         | JALC4W160G7K00318 |
| 1011484 | 1011484 | 10 | Isuzu        | NPR Spray Truck                | JALC4W165A7003748 |
| 1012167 | 1012167 | 07 | Chevrolet    | NRP Flatbed                    | J8BC4J16X77013079 |
| 303338  | 303338  | 16 | Nissan       | NV200 Cargo Van                | 3N6CM0KNXGK691709 |
| 303427  | 303427  | 15 | Nissan       | NV200 Cargo Van                | 3N6CM0KN6FK692404 |
| 303511  | 303511  | 16 | Nissan       | NV200 Cargo Van                | 3N6CM0KNXGK691600 |
| 1018852 | 1018852 | 14 | Triple Crown | Open Trailer                   | 1XNHD718XE1049588 |
| 303288  | 303288  | UN | Other        | PV15P 2 Post Lift              | 222101546         |
| 344853  | 344853  | 21 | Ford         | Ranger                         | 1FTER1EH6MLD18788 |
| 1009931 | 1009931 | 09 | Really       | Skid Mounted Sprayer           | N/A               |
| 1018734 | 1018734 | 14 | Kubota       | Skid Sprayer                   | 1018734           |
| 1017566 | 1017566 | 13 | Ryan         | Sod Cutter                     | 54495402947       |
| 50409B  | 326102  | 14 | Other        | Spray Rig 200 Gallon           | 7085-0049         |
| 1013542 | 1013542 | 11 | Z Max        | Sprayer                        | ZM-2011-097       |
| 331290  | 331290  | 18 | Z Spray      | Sprayer                        | ZS5260C-18179     |
| 1016476 | 1016476 | 12 | Z Max        | Sprayer with Ex Duty Pump      | ZM2012303         |
| 1018670 | 1018670 | 14 | Vortex       | Spreader                       | 021096            |
| 1014914 | 1014914 | 12 | Toyota       | Tacoma                         | 5TFJX4CN8CX013413 |
| 1015606 | 1015606 | 12 | Toyota       | Tacoma                         | 5TFJX4CN7CX019624 |
| 1016243 | 1016243 | 13 | Toyota       | Tacoma                         | 5TFJX4CN5DX022281 |
| 1016960 | 1016960 | 13 | Toyota       | Tacoma                         | 5TFJX4CN8DX032786 |
| 1017712 | 1017712 | 14 | Toyota       | Tacoma                         | 5TFJX4CN9EX036654 |
| 303058  | 303058  | 14 | Toyota       | Tacoma                         | 5TFNX4CN1EX033295 |
| 303340  | 303340  | 13 | Toyota       | Tacoma                         | 5TFNX4CN9DX026691 |
| 303354  | 303354  | 15 | Toyota       | Tacoma                         | 5TFTX4CNXFX057278 |
| 303435  | 303435  | 15 | Toyota       | Tacoma                         | 5TFTX4CN8FX052046 |
| 303436  | 303436  | 15 | Toyota       | Tacoma                         | 5TFTX4CN0FX057466 |
| 1018128 | 1018128 | 13 | Toyota       | Tacoma SR5                     | 5TFJX4CN7DX036148 |
| 1002503 | 1002503 | 06 | Other        | Trailer                        | 1234566X160205003 |
| 303420  | 303420  | 16 | Big-Tex      | Trailer 10 ft                  | 16VAX101H2033986  |

|         |         |    |              |                           |                   |
|---------|---------|----|--------------|---------------------------|-------------------|
| 303192  | 303192  | 08 | Imperial     | Trailer 12 ft             | 1Z9BU12128J213719 |
| 300031  | 300031  | 16 | Other        | Trailer 12 ft Enclosed    | 5GLBE122          |
| 303060  | 303060  | 09 | Pace         | Trailer 16 ft             | 4FPAB1627AG140577 |
| 303196  | 303196  | 14 | Sun Coast    | Trailer 16 ft             | 1S9E01620E1303213 |
| 303244  | 303244  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E01621F1303528 |
| 303251  | 303251  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E01620F1303441 |
| 303253  | 303253  | 14 | Sun Coast    | Trailer 16 ft             | 1S9E01620E1303292 |
| 303255  | 303255  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E01623F1303451 |
| 303257  | 303257  | 16 | Sun Coast    | Trailer 16 ft             | 1S9E01621G1303725 |
| 303259  | 303259  | 16 | Sun Coast    | Trailer 16 ft             | 1S9E01622G1303720 |
| 303261  | 303261  | 17 | Sun Coast    | Trailer 16 ft             | 1S9E0162XH1303949 |
| 303307  | 303307  | 16 | Sun Coast    | Trailer 16 ft             | 1S9E0162XG1303738 |
| 303311  | 303311  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E01625F1303516 |
| 303314  | 303314  | 17 | Sun Coast    | Trailer 16 ft             | 1S9E01625H1303969 |
| 303315  | 303315  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E01621F1303450 |
| 303318  | 303318  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E01621F1303433 |
| 303320  | 303320  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E01825F1303481 |
| 303330  | 303330  | 16 | Sun Coast    | Trailer 16 ft             | 1S9E01620G1303716 |
| 303332  | 303332  | 15 | Sun Coast    | Trailer 16 ft             | 1S9E0162XF1303513 |
| 303334  | 303334  | 16 | Sun Coast    | Trailer 16 ft             | 1S9E01629G1303729 |
| 303188  | 303188  | 17 | Sun Coast    | Trailer 16 ft Enclosed    | 1S9E01627H1303360 |
| 1012332 | 1012332 | 04 | Home Made    | Trailer 16 ft Open        | NOVIN0200368136   |
| 303323  | 303323  | 14 | Sun Coast    | Trailer 16FT              | 1S9E01627E1303239 |
| 334433  | 334433  | 19 | Other        | Trailer 18 ft Maintenance | 57BMEL721K1037659 |
| 334434  | 334434  | 19 | Other        | Trailer 18 ft Maintenance | 57BMEL72XK1007656 |
| 334435  | 334435  | 19 | Other        | Trailer 18 ft Maintenance | 57BMEL72XK1037658 |
| 52390   | 326119  | 15 | Other        | Trailer 18 ft Open        | 1XNC18103F1054698 |
| 1026887 | 1026887 | 16 | Triple Crown | Trailer 20 ft             | 1XNVC7200G1066689 |
| 33556   | 326071  | 10 | Wells Cargo  | Trailer 20 ft Enclosed    | 1WC200J20B1126569 |
| 33557   | 326072  | 10 | Wells Cargo  | Trailer 20 ft Enclosed    | 1WC200J27B1126570 |
| 48160   | 326094  | 14 | Wells Cargo  | Trailer 20 ft Enclosed    | 575200J24EH261097 |
| 1028089 | 1028089 | 16 | Triple Crown | Trailer 20 ft Equipment   | 1XNVC7204G1068414 |
| 1028095 | 1028095 | 16 | Triple Crown | Trailer 20 ft Equipment   | 1XNVC7206G1068415 |
| 38972   | 326079  | 12 | Wells Cargo  | Trailer 24 ft Enclosed    | 1WC200L28C3099267 |
| 331812  | 331812  | 18 | Taylor Dunn  | Trailer 8 ft              | 4T9BU1823JT117220 |
| 1005862 | 1005862 | 07 | Imperial     | Trailer Equipment         | 1Z9BU182X7J213191 |
| 1006529 | 1006529 | 07 | Imperial     | Trailer Equipment         | 1Z9BU18208J213346 |
| 1016999 | 1016999 | 13 | Champion     | Trailer Equipment         | 1C9CU2026DF602287 |
| 1020957 | 1020957 | 15 | Triple Crown | Trailer Equipment         | 1XNHD7203F1057896 |
| 1021265 | 1021265 | 15 | Triple Crown | Trailer Equipment         | 1XNHD7203F1057218 |
| 1010284 | 1010284 | 10 | Imperial     | Trailer Utility           | 1Z9BU1227AJ213262 |
| 303046  | 303046  | 14 | Imperial     | Trailer Utility           | 1Z9BU2021EJ213224 |
| 303352  | 303352  | 12 | Ford         | TRANSIT CONNECT           | NM0LS7DN8CT106279 |

|         |         |    |            |                                |                   |
|---------|---------|----|------------|--------------------------------|-------------------|
| 1021429 | 1021429 | 14 | Ford       | Transit Connect Irrigation Van | NM0LS7E72E1169974 |
|         | 280128  | 18 | Other      | Transmission Repair            | 1FT7W2A68BEC44626 |
| 1000377 | 1000377 | 04 | John Deere | Turf Tractor                   | LV5220S322134     |
| 1006195 | 1006195 | 07 | Rhino      | TX115A Grooming Mower          | 11127             |
| 54389   | 326128  | 15 | Kubota     | Utility Cart                   | 23891             |
| 1026066 | 1026066 | 15 | John Deere | Utility Tractor                | PY5065E110330     |
| 303144  | 303144  | 16 | John Deere | Utility Vehicle Gator TS       | 1M04X2SJKGM113028 |
| 303556  | 303556  | 13 | John Deere | Utility Vehicle Gator TS       | 1M04X25JVDM081150 |
| 334235  | 334235  | 18 | John Deere | Utility Vehicle Gator XUV      | 1M0560EATKM020135 |
| 54446   | 326129  | 15 | Kubota     | UTV                            | A5KD2GDBTFG010102 |
| 1013274 | 1013274 | UN | TCM        | Wheel Loader                   | 43307202          |
| 303285  | 303285  | 03 | Komatsu    | Wheel Loader WA50              | 23970             |
| 1012156 | 1012156 | 06 | Scion      | XB                             | JTLKT324664074983 |
| 331900  | 331900  | 18 | Toro       | Z SPRAY UNIT                   | ZS5260C-18431     |
| 38339   | 38339   | 11 | LT Rich    | Z-Plugger R/O Aerator          | 11111             |

**BrightView Landscape Services, Inc. – CO**

|                    |                                       |
|--------------------|---------------------------------------|
| Jeff Herold        | Chief Executive Officer and President |
| Robert Tyler       | Treasurer                             |
| Jonathan Gottsegen | Secretary                             |
| Tomas Kuehn        | Assistant Secretary                   |
| Susan DeSantis     | Assistant Secretary                   |
| Timothy Wilkinson  | Assistant Treasurer                   |
| Katriona Knaus     | Assistant Treasurer                   |

**BrightView Landscape Services, Inc. – FL**

|                    |                                       |
|--------------------|---------------------------------------|
| Jeff Herold        | Chief Executive Officer and President |
| Robert Tyler       | Treasurer                             |
| Jonathan Gottsegen | Secretary                             |
| Tomas Kuehn        | Assistant Secretary                   |
| Susan DeSantis     | Assistant Secretary                   |
| Timothy Wilkinson  | Assistant Treasurer                   |
| Katriona Knaus     | Assistant Treasurer                   |
| Charles Gonzalez   | Vice President                        |

**BrightView Landscape Services, Inc. – GA**

|                    |                                       |
|--------------------|---------------------------------------|
| Jeff Herold        | Chief Executive Officer and President |
| Robert Tyler       | Treasurer                             |
| Jonathan Gottsegen | Secretary                             |
| Tomas Kuehn        | Assistant Secretary                   |
| Susan DeSantis     | Assistant Secretary                   |
| Timothy Wilkinson  | Assistant Treasurer                   |
| Katriona Knaus     | Assistant Treasurer                   |
| Michael Dozier     | Senior Vice President                 |

**BrightView Landscape Services, Inc. – NV**

|                    |                                       |
|--------------------|---------------------------------------|
| Jeff Herold        | Chief Executive Officer and President |
| Robert Tyler       | Treasurer                             |
| Jonathan Gottsegen | Secretary                             |
| Tomas Kuehn        | Assistant Secretary                   |
| Susan DeSantis     | Assistant Secretary                   |
| Timothy Wilkinson  | Assistant Treasurer                   |
| Katriona Knaus     | Assistant Treasurer                   |

**BrightView Landscape Services, Inc. – TX**

|                    |                                       |
|--------------------|---------------------------------------|
| Jeff Herold        | Chief Executive Officer and President |
| Robert Tyler       | Treasurer                             |
| Jonathan Gottsegen | Secretary                             |
| Tomas Kuehn        | Assistant Secretary                   |
| Susan DeSantis     | Assistant Secretary                   |
| Timothy Wilkinson  | Assistant Treasurer                   |
| Katriona Knaus     | Assistant Treasurer                   |

## 2. FOUNDATION: Service Knowledge & Support

### Region/Operational Structure: Services & Support

The illustration reflects BrightView's newly developed consolidated operating model for delivering services.

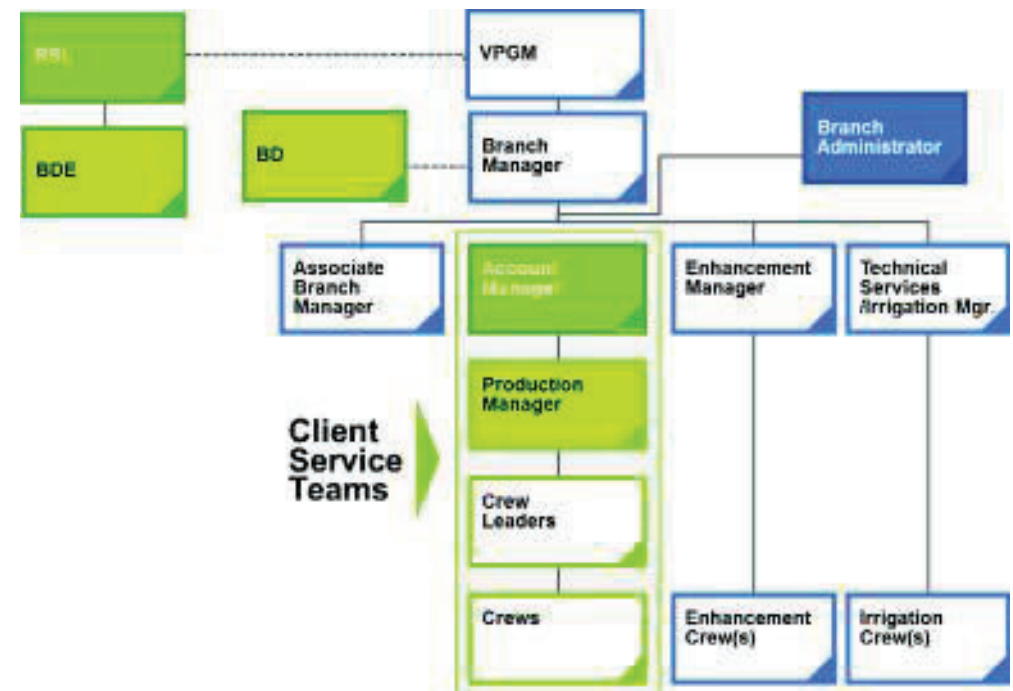
Each of our over 200 branches is led by a Branch Manager responsible for client service delivery, branch financial performance, the safety and development of the team and the growth and retention of client accounts.

The client service team's primary focus is on operations and client service. We operate through the use of an extensive fleet of crew trucks and landscape equipment, which we actively maintain and schedule to maximize efficiency and reduce costs.

Our client-centric service delivery model optimizes the right balance of account and production management resources. Account Managers and Production Managers are dedicated to clients to help ensure the use of standard operational procedures, high client satisfaction, and enhanced service offerings.

### Roles and Responsibilities

The **Vice President/General Manager (VPGM)** provides leadership and builds operational capabilities while cultivating relationships with key strategic customer in the market. The VPGM is responsible for profitable growth and the combined P&L of assigned branches within the market averaging \$30-\$50 million in annual revenue. In addition the VPGM provides support to the Branches with respect to employee engagement, safety, compliance, talent selection and development.





## 2. FOUNDATION: Service Knowledge & Support

The **Branch Manager (BM)** is accountable for the quality and efficiency of client work and increasing market share. They communicate regularly with team members and clients; build enduring and nurturing trusted relationships with both. They are also responsible for project and time management, oversight of the branches multimillion dollar P&L, expediting contracts and billing, as well as hiring, training, inspiring, and encouraging branch teams.

The **Account Manager (AM)** is the clients' primary connection to BrightView and is responsible for maintaining client satisfaction. They conduct regular client meetings and site walk-throughs to ensure landscape maintenance operations meet quality and safety standards. When appropriate the AM will propose enhancement recommendations that benefit both the organization and the client.

The **Production Manager (PM)** schedules and directs personnel and resources towards providing quality, cost-effective services to clients. PMs also support the Account Manager in estimating and budgeting as needed.

### ACTION ITEMS

- ☐ Review the [visual guides to landscape](#) quality.
- ☐ Schedule time with the assigned Account Manager to learn:
  - QSA and Client Partnership Plan Process.
  - Attend a client meeting.
  - Interaction with the Production Manager.
- ☐ Schedule time with the assigned Production Manager to learn:
  - Interaction with crew leaders.
  - Sequencing a job.
  - Safety at the crew level. What Personal Protective Equipment (PPE) is used?
  - How is quality ensured?
  - What are the common plant types in the Market (turf, ground cover, perennials, shrubs, trees, annuals)?
    - Which plants cause problems or have had issues?
- ☐ Include key takeaways in the Weekly Progress Summary.



## 2. FOUNDATION: Service Knowledge & Support

### Irrigation (Water Management) Capabilities

Depending on the area of the country, irrigation varies from an absolute must have, to seasonally supplemental, to totally optional. Clients' appreciation of irrigation/water management varies accordingly and as such the time spent learning about irrigation will also vary based on the Markets where we sell.

### Irrigation Manager

The Irrigation Manager is responsible for:

- ▲ Production for our irrigation services.
- ▲ Performing and overseeing repairs (billable work) and contractual work (checking and adjustments to systems).
- ▲ Hiring, training, and managing the irrigation team.
- ▲ Ensuring work is of a consistently high quality and performed in a safe manner.
- ▲ Supporting Account Managers as the resource and subject matter expert for irrigation and water management.
- ▲ Preparing and maintaining monthly budgets and reporting results to branch management.



# Meet Your BrightView Director of Operations



Mike has been in the landscape industry for 27 years, and has been a vital leader holding various senior positions within BrightView. He has been a Regional Account Manager, Director of Client Relations, Branch Manager, and a Business Development Manager. Through these positions he has touched on landscape maintenance & construction, arbor care services, irrigation services & water management, horticulture services, budgeting & master planning, strategy & cost analysis, contract negotiations, OST & field estimating.

His role focuses on ensuring the continuous improvement of branch operating capability that delivers superior business performance through the training and development of branch leaders in operating roles. He provides technical operational support that enables all success with all aspects of the executional framework through proactive and reactive coaching. Mike serves as the key operational business partner to the Vice President General Manager to deliver on goals as well as trouble shoot, diagnose and problem solve outliers.

Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation



**Mike Trinidad**

Director of Operations

## Education

- Florida International University

## Experience

- 30 years in the Landscape Management Industry

## Certifications

- BV Account Manager 101 Training
- Florida Green Industries Best Management Practices Certified





## David Moss

### Sanford Branch Manager

---

David currently manages our landscape maintenance business throughout your area. He is involved in overseeing all branch operations and financials and assists all of our employees throughout the branch.

#### EDUCATION

**University of Central Florida | Orlando, Florida | 2013**  
Bachelors of Science

#### DUTIES

Performance & Quality:

Working with the Controller to accurately track branch performance

Inspecting key client properties for overall job quality

Accurately estimating jobs

Client Relations:

Developing long-term relationships and exceptional client communication

Coordinating and managing client service teams

Safety:

Implementing methods to improve workplace safety and maintain a stellar safety record

#### CERTIFICATION AND TRAINING

- Branch Manager Training Program
  - Account Manager Training Program
  - Florida Best Management Practices
  - Florida Pest Control Spray License
- 



(407) 664-9020



David.Moss@brightview.com



<https://www.brightview.com/>

# Meet Your BrightView Account Manager



Kit currently supervises landscape maintenance activities throughout Volusia County. He has been in the commercial landscape industry for 17 years supervising all grounds and crews between Aquatica, Discovery Cove, and Sea World. Over this time, Kit has been involved in maintenance, renovation, irrigation management, and turf / plant healthcare and is well versed in managing crews and production on commercial properties

His main focus is on site work. He will regularly schedule site walks with you as needed, to review what is happening with your landscape. Other aspects of his role include scheduling, hands-on training in the field, working with the production manager on quality control, and focusing on safety throughout the teams he manages.

He is your Team Leader on the Customer Service Team and will be your point of contact..

Here are BrightView, we offer more than just mowing:

- Landscape Design and Maintenance
- Hardscapes
- Tree Care Services
- Irrigation



**Kit Buckenroth**

Account Manager

## Experience

- 17 years in the Landscape Management Industry

## Certifications

- FNGLA horticulture certified
- BV Account Manager 101 Training
- Best Management Practices Certified







## Carlos Rivera

### Account Manager

Carlos has been working in the landscape industry for over 15 years and currently supervises our landscape maintenance business throughout your area. He is involved in maintenance, renovation, design, installation, irrigation management, and tree care on all of his properties.

*"My focus is to work on site regularly with the Crews and Crew Leaders. My main focus is Quality Control and ensuring the maintenance rotation is accurate and performed at a level that exceed expectations."*

#### EDUCATION

William Penn Senior High School; York, Pennsylvania

#### DUTIES

- Work closely with Production Managers to review progress and work efficiency of the properties under their supervision
- Attend weekly meetings organized by Branch Manager to report progress and planning schedule.
- Develop weekly schedules for Production Managers and crew leaders under their supervision
- Schedule site walks in order to assure customer satisfaction by producing and sustaining an attractive landscape
- Establish strong rapport and long term relationships with clients through frequent meetings and evaluations.
- Works with Irrigation and Horticulture team to coordinate services and communication.

#### CERTIFICATION AND TRAINING

- Certified State of Florida Green Industries Best Management Practices
- BrightView Production Manager Training Program
- Florida Pest Control Spray License



(407) 627-7412



Carlos.Rivera2@brightview.com



<https://www.brightview.com/>

**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 Deltona  
Contact Person: Jacque Cioffi  
City, State: Deltona, FL  
Telephone Number: 386-878-8974  
Email Address: jcioffi@deltona.fl.gov  
Description of goods/services provided: Landscape Maintenance  
Contract Amount: \$260,000.00  
Start/End Date of Contract: 5/2021-Present
2. Company Name: Seminole County Roadways, Parks, and Facilities  
Contact Person: William Pandos  
City, State: Sanford, FL  
Telephone Number: 321-377-0543  
Email Address: wpandos@seminolecountyfl.gov  
Description of goods/services provided: Landscape Maintenance  
Contract Amount: \$1,800,00.00  
Start/End Date of Contract: 3/2008-Present
3. Company Name: City Of Casselberry  
Contact Person: Steve Spencer  
City, State: Casselberry, FL  
Telephone Number: 407-262-7700 x 1732  
Email Address: sspecner@casselberry.org  
Description of goods/services provided: Landscape Maintenance  
Contract Amount: \$397,901.00  
Start/End Date of Contract: May 2023-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: Jacque Cioffi

Phone: 386-878-8974

Current Client: ☒ Yes ☐ No

Number of years of service provided: 2 years

Description of service: Landscape Maintenance of roadways for City Of Deltona

2. Contact Name: William Pandos

Phone: 321-377-0543

Current Client: ☒ Yes ☐ No

Number of years of service provided: 15 years

Description of service: Landscape Maintenance of roadways, parks, and county facilities

3. Contact Name: Steve Spencer

Phone: 407-262-7700 x 1732

Current Client: ☒ Yes ☐ No

Number of years of service provided: 2 months

Description of service: Landscape maintenance of county roads, medians, and right of way

***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 shall be listed and must meet all requirements as outlined in Section 3. 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: None

Description of Work: \_\_\_\_\_

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 2**Name: None

Description of Work: \_\_\_\_\_

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 3**Name: None

Description of Work: \_\_\_\_\_

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 4**Name: None

Description of Work: \_\_\_\_\_

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: ☐ Yes ☐ No**Subcontractor No. 5**Name: None

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**

*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: Brightview Landscape Services, Inc Contact Person/Title: Chad Wood-Business Developer  
Mailing Address: 701 Codisco Way City,State,Zip: Sanford, FL 32771  
Phone Number: 407-669-3957 Email address: chad.wood@brightview.com  
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): 95-4194223  
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.

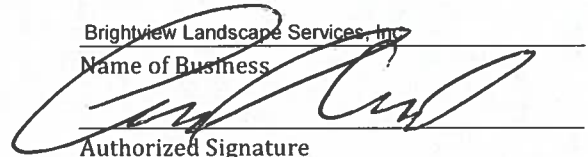
**Exemptions from Local Preference**

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.

Brightview Landscape Services, Inc

Name of Business



Authorized Signature

STATE OF: Florida

COUNTY OF: Volusia

Chad Wood-Business Developer

Printed Name and Title

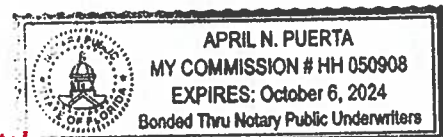
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of June, 2023, by Chad Wood and who:

☒ is personally know to me; or ☐ has produced \_\_\_\_\_ as identification.

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

  
APRIL N. PUERTA



***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: Major Thoroughfare Landscape Maintenance Service  
Solicitation Number: ITB #23-03

I, the undersigned hereby certify that Brightview Landscape Services, Inc. (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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](http://www.e-verify.gov).

A true and correct copy of Brightview Landscape Services, Inc. (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

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

Chad Wood - Business Developer  
Print or Type Name, Title

[Signature]  
Signature of Affiant

95-4194223  
Federal Employer ID Number (FEIN)

263572  
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Dunn

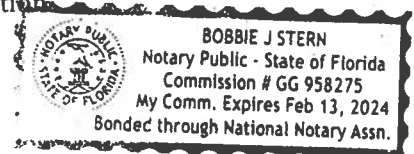
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

12 day of July, 2023, by Chad Wood and who:

☒ I personally know to me; or ☐ has produced \_\_\_\_\_ as identification

[Signature]  
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



***This document to be completed and returned with your Submittal***

## Location Management

46060\_BVLS Sanford

## Location Information

Name:

46060\_BVLS Sanford

Code:

46060

Address 1:

BrightView Landscape Services, Inc.

Address 2:

Location #46060

City:

Sanford

State:

FL

Zip code:

32771

Phone 1:

(407)885-8123

Phone 2:

Fax:

E-mail 1:

amanda.ramos@brightview.com

[Add Another Email Address](#)☒ Participates in E-Verify☒ FAR Location

E-Verify Company ID Number:

263572

[Cancel](#)[Save](#)

**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, 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.

Brightview Landscape Services, Inc

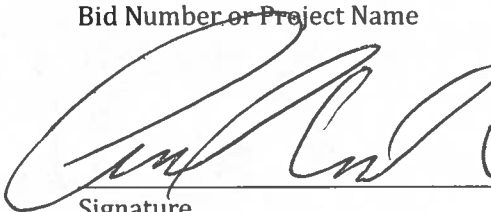
Organization Name

ITB #23-03

Bid Number or Project Name

Chad Wood-Business Developer

Name and Title of Authorized Representative

  
Signature

6/23/23  
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](mailto:purchdiv@port-orange.org)

This information will assist the Purchasing Division in the preparation of future solicitations.

**Solicitation: ITB #23-03 Major Thoroughfare Landscape Maintenance Services**

Company Name: N/A

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: Chad Wood

Signature: [Signature]

Date: 6/23/23

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.



**2nd REVISION (ATTACHMENT 1) SCHEDULE OF UNIT PRICING**  
**ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES**

|                       |                                    |
|-----------------------|------------------------------------|
| NAME OF BUSINESS:     | Brightview Landscape Services, Inc |
| CONTACT PERSON:       | Chad Wood                          |
| EMAIL ADDRESS:        | chad.wood@brightview.com           |
| AUTHORIZED SIGNATURE: | <i>Chad Wood</i>                   |

**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 PRICING SHALL BE IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK**

| <b>MOWING</b>       |                                                              |                |         |                     |              |                        |
|---------------------|--------------------------------------------------------------|----------------|---------|---------------------|--------------|------------------------|
| ITEM #              | LOCATION                                                     | SQUARE FOOTAGE | ACREAGE | TOTAL MOWS PER YEAR | COST PER MOW | ANNUAL COST            |
| 1                   | Causeway and High Rise Bridge                                | 32,427         | 0.72    | 52                  | \$ 43.20 -   | \$ 2,246.20 -          |
| 2                   | Ridgewood Avenue Medians                                     | 140,852        | 3.23    |                     |              |                        |
|                     | North City Limits to Ocean Ave                               |                |         | 52                  | \$ 12.60 -   | \$ 655.20 -            |
|                     | Ocean Ave to Herbert St                                      |                |         | 52                  | \$ 14.40 -   | \$ 748.80 -            |
|                     | Herbert St to Dunlawton Ave                                  |                |         | 52                  | \$ 12.60 -   | \$ 655.20 -            |
|                     | Dunlawton Ave to Meeker Place                                |                |         | 52                  | \$ 9.60 -    | \$ 499.20 -            |
|                     | Meeker Place to Oak St                                       |                |         | 52                  | \$ 13.80 -   | \$ 717.60 -            |
|                     | Oak St to Fox Place                                          |                |         | 52                  | \$ 10.20 -   | \$ 530.40 -            |
|                     | Fox Place to White St                                        |                |         | 52                  | \$ 10.80 -   | \$ 561.60 -            |
|                     | White St to Fleming Ave                                      |                |         | 52                  | \$ 4.80 -    | \$ 254.40 -            |
|                     | Fleming Ave to Norman St                                     |                |         | 52                  | \$ 9.60 -    | \$ 499.20 -            |
|                     | Norman St to Rogers Place                                    |                |         | 52                  | \$ 4.80 -    | \$ 249.60 -            |
|                     | Rogers Place to Howes St                                     |                |         | 52                  | \$ 9.60 -    | \$ 499.20 -            |
|                     | Howes St to Clark Place                                      |                |         | 52                  | \$ 5.40 -    | \$ 280.80 -            |
|                     | Clark Place to Fitzgerald Place                              |                |         | 52                  | \$ 15.00 -   | \$ 780.00 -            |
|                     | Fitzgerald Place to Niver St                                 |                |         | 52                  | \$ 9.60 -    | \$ 499.20 -            |
|                     | Niver St to Kiep Dr                                          |                |         | 52                  | \$ 13.80 -   | \$ 717.60 -            |
|                     | Kiep Dr to 5584 S. Ridgewood                                 |                |         | 52                  | \$ 16.20 -   | \$ 842.40 -            |
|                     | 5584 S. Ridgewood to Farmbrook Rd                            |                |         | 52                  | \$ 12.60 -   | \$ 655.20 -            |
|                     | Farmbrook Rd to E. Bayshore Dr                               |                |         | 52                  | \$ 15.00 -   | \$ 780.00 -            |
|                     | E. Bayshore Dr to Nova Rd                                    |                |         | 52                  | \$ 24.60 -   | \$ 1279.20 -           |
|                     | Nova Rd to South City Limits (Rose Bay Bridge)               |                |         | 52                  | \$ 30.60 -   | \$ 1591.20 -           |
| 3                   | Ridgewood Avenue Roadsides                                   | 78,910         | 1.81    | 52                  | \$ 108.60 -  | \$ 5647.20 -           |
| 4                   | Dunlawton Avenue Medians                                     | 338,744        | 7.78    |                     |              |                        |
|                     | Summertrees to 95                                            |                |         | 52                  | \$ 24.00 -   | \$ 1248.00 -           |
|                     | 95 to 1788 Dunlawton Ave                                     |                |         | 52                  | \$ 32.40 -   | \$ 1684.80 -           |
|                     | 1788 Dunlawton to Yorktowne Blvd                             |                |         | 52                  | \$ 11.40 -   | \$ 592.80 -            |
|                     | Yorktowne Blvd to Clyde Morris Blvd                          |                |         | 52                  | \$ 32.40 -   | \$ 1684.80 -           |
|                     | Clyde Morris Blvd to Victoria Garden/City Center             |                |         | 52                  | \$ 52.20 -   | \$ 2714.40 -           |
|                     | Victoria Garden/City Center to N. Swallow Tail/Village Trail |                |         | 52                  | \$ 69.60 -   | \$ 3619.20 -           |
|                     | N. Swallow Tail/Village Trail to S. Swallowtail              |                |         | 52                  | \$ 52.20 -   | \$ 2714.40 -           |
|                     | S. Swallowtail to Jackson                                    |                |         | 52                  | \$ 25.20 -   | \$ 1310.40 -           |
|                     | Jackson to Dunlawton Hills Subdivision                       |                |         | 52                  | \$ 46.20 -   | \$ 2402.40 -           |
|                     | Dunlawton Hills to Oak St                                    |                |         | 52                  | \$ 49.20 -   | \$ 2558.40 -           |
|                     | Oak St to Spruce Creek Rd                                    |                |         | 52                  | \$ 4.80 -    | \$ 249.60 -            |
|                     | Spruce Creek Rd to RR Crossing                               |                |         | 52                  | \$ 13.20 -   | \$ 686.40 -            |
|                     | RR Crossing to US 1                                          |                |         | 52                  | \$ 15.00 -   | \$ 780.00 -            |
| 5                   | Dunlawton Avenue Roadsides                                   | 791,044        | 18.16   | 52                  | \$ 1089.60 - | \$ 56659.20 -          |
| 6                   | Nova Road Medians                                            | 90,208         | 2.07    |                     |              |                        |
|                     | Isabelle Ave to Regency Blvd                                 |                |         | 52                  | \$ 10.80 -   | \$ 561.60 -            |
|                     | Regency Blvd to Wood St                                      |                |         | 52                  | \$ 12.00 -   | \$ 624.00 -            |
|                     | Wood St to Durant Dr                                         |                |         | 52                  | \$ 21.00 -   | \$ 1092.00 -           |
|                     | Durant Dr to Spruce Creek Rd                                 |                |         | 52                  | \$ 6.00 -    | \$ 312.00 -            |
|                     | Spruce Creek Rd to Miles Dr                                  |                |         | 52                  | \$ 17.40 -   | \$ 922.20 -            |
|                     | Miles Dr to Tree Garden Dr                                   |                |         | 52                  | \$ 31.80 -   | \$ 1653.60 -           |
|                     | Tree Garden Dr to Village Trl                                |                |         | 52                  | \$ 21.00 -   | \$ 1092.00 -           |
|                     | Village Trl to Dunlawton Ave                                 |                |         | 52                  | \$ 10.80 -   | \$ 561.60 -            |
|                     | Dunlawton Ave to Eagle Lake Trl                              |                |         | 52                  | \$ 9.60 -    | \$ 499.20 -            |
| 7                   | Nova Road Roadsides                                          | 404,895        | 9.26    | 52                  | \$ 555.60 -  | \$ 28891.20 -          |
| <b>TOTAL MOWING</b> |                                                              |                |         |                     |              | <b>\$ 136,303.60 -</b> |



|                             |                                     | TURF MAINTENANCE      |                            |                                 |                     |                     |
|-----------------------------|-------------------------------------|-----------------------|----------------------------|---------------------------------|---------------------|---------------------|
|                             |                                     | MULCH (1 X YEAR)      |                            | GRANULAR FERTILIZER (1 X YEAR)  | PESTICIDE TREATMENT | HERBICIDE TREATMENT |
| ITEM #                      | LOCATION                            | ESTIMATED CUBIC YARDS | COST PER MULCH APPLICATION | COST PER FERTILIZER APPLICATION | ANNUAL COST         | ANNUAL COST         |
| 1                           | Causeway and High Rise Bridge       | 130                   | \$ 7150.00 -               | \$ 269.00 -                     | \$ 135.00 -         | \$ 135.00 -         |
| 2                           | Ridgewood Avenue Medians            |                       |                            |                                 |                     |                     |
|                             | Murray Way to E. Bayshore Dr        | 290                   | \$ 15950.00 -              | \$ 875.00 -                     | \$ 430.00 -         | \$ 430.00 -         |
| 3                           | Dunlawton Avenue Medians            |                       |                            |                                 |                     |                     |
|                             | S. Williamson Blvd to Ridgewood Ave | 890                   | \$ 48950.00 -              | \$ 2104.00 -                    | \$ 1050.00 -        | \$ 1050.00 -        |
| 4                           | Nova Road Medians                   |                       |                            |                                 |                     |                     |
|                             | Eagle Lake Trail to Wood Street     | 20                    | \$ 1100.00 -               | N/A                             | N/A                 | N/A                 |
| TOTAL TURF MAINTENANCE COST |                                     |                       |                            |                                 | \$ 79,628.00        | -                   |

|                                     |                                     | TREE & SHRUB MAINTENANCE          |                     |                     |
|-------------------------------------|-------------------------------------|-----------------------------------|---------------------|---------------------|
|                                     |                                     | GRANULAR FERTILIZER (1X PER YEAR) | PESTICIDE TREATMENT | HERBICIDE TREATMENT |
| ITEM #                              | LOCATION                            | ANNUAL COST                       | ANNUAL COST         | ANNUAL COST         |
| 1                                   | Causeway and High Rise Bridge       | \$ 134.00 -                       | \$ 33.00 -          | \$ 33.00 -          |
| 2                                   | Ridgewood Avenue Medians            |                                   |                     |                     |
|                                     | Murray Way to E. Bayshore Dr.       | \$ 584.00 -                       | \$ 290.00 -         | \$ 290.00 -         |
| 3                                   | Dunlawton Avenue Medians            |                                   |                     |                     |
|                                     | S. Williamson Blvd to Ridgewood Ave | \$ 1403.00 -                      | \$ 700.00 -         | \$ 700.00 -         |
| 4                                   | Nova Road Medians                   |                                   |                     |                     |
|                                     | Eagle Lake Trail to Wood Street     | \$ 305.00 -                       | \$ 150.00 -         | \$ 150.00 -         |
| TOTAL TREE & SHRUB MAINTENANCE COST |                                     |                                   | \$ 4,772.00         | -                   |

|                                      |                                     | PALM TREES                                          |
|--------------------------------------|-------------------------------------|-----------------------------------------------------|
|                                      |                                     | GRANULAR FERTILIZER ("PALM SPECIAL") (1 X PER YEAR) |
| ITEM #                               | LOCATION                            | ANNUAL COST                                         |
| 1                                    | Causeway and High Rise Bridge       | \$ 185.00 -                                         |
| 2                                    | Ridgewood Avenue Medians            |                                                     |
|                                      | Murray Way to E. Bayshore Dr.       | \$ 470.00 -                                         |
| 3                                    | Dunlawton Avenue Medians            |                                                     |
|                                      | S. Williamson Blvd to Ridgewood Ave | \$ 830.00 -                                         |
| TOTAL PALM TREES                     |                                     | \$ 1485.00 -                                        |
| GRAND TOTAL ALL MAINTENANCE SERVICES |                                     | \$ 223,673.60 -                                     |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure is required.

## **BID BOND**

## **BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Brightview Landscape Services, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 701 Codisco Way, Sanford, FL 32771, Tel.: 407-669-3957, (hereinafter called "PRINCIPAL"), and Federal Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 202B Hall's Mill Road, Whitehouse, NJ 08889, Tel: 240-640-1000 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of Five Percent of Amount Bid dollars and (      )/100 (\$ <sup>5%</sup>Amount Bid), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated June 28, 20 23, for:

**Project Name/Bid No.:** ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES

**Project Address:** City of Port Orange

**Legal Description:** See Attached

### **Description of Work:**

Provide and perform grounds maintenance services along City Right of Ways; Causeway and Highrise Bridge, Dunlawton Avenue Medians and Roadsides, Ridgewood Avenue Medians and Roadsides, Nova Road Medians and Roadsides.

NOW, THEREFORE,

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

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



IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 22nd day of June, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: Brightview Landscape Services, Inc.

Jennifer L. Jakaitis  
Signature

Jennifer L. Jakaitis

~~Corporate Secretary (Affix Corporate Seal)~~  
Attorney-in-Fact

ATTEST:

R3 P  
Signature

Roger Paraison, Witness

~~Corporate Secretary (Affix Corporate Seal)~~

WITNESSES:

Dartonya Wright

Dartonya Wright, Witness

ATTEST:

Jessica B. Dempsey  
Signature

Jessica B. Dempsey, Witness

~~Corporate Secretary (Affix Corporate Seal)~~

SURETY: Federal Insurance Company

Susan A. Welsh  
Attorney-in-Fact (signature)

Susan A. Welsh, Attorney-in-Fact

Name & Title

Susan A. Welsh, Non-Resident Agent

Name of Local Resident Agent

202B Hall's Mill Road, Whitehouse Station, NJ 08889

City, State, Zip

214-640-1000

Telephone:

A.M. Best No.: 002084 NAIC No.: 20281

STATE OF Illinois

COUNTY OF Lake

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

Susan A. Welsh  
Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

22nd day of June, 2023, by Nicholas Kertesz and who:

☒ Is personally known to me; or ☐ has produced \_\_\_\_\_ as identification.

[Signature]

Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:

END OF BID BOND

***This document must be completed and returned with your Submittal***

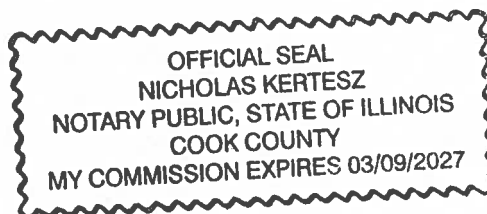
## ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF ILLINOIS  
COUNTY OF COOK

On this 22<sup>nd</sup> day of June, 2023 before me, Nicholas Kertesz, a Notary Public, within and for said County and State, personally appeared Jennifer L. Jakaitis to me personally known to be the Attorney-in-Fact of and for Brightview Landscape Services, Inc. and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



### Limited Power of Attorney

BrightView Holdings, Inc. of 980 Jolly Road, Blue Bell, PA 19422, Federal Employer Tax Identification Number 46-4190788, hereby constitutes and appoints, jointly and severally, the following employees of certain subsidiaries of Aon plc ("Aon"), as identified below, its true and lawful attorney-in fact, only upon BrightView's prior written consent, to execute and apply a corporate seal to all surety bonds issued on behalf of each of the subsidiaries of BrightView Holdings, Inc. listed on Exhibit A attached hereto:

#### Aon Employee

Los Angeles  
Meghan Hanes  
Samantha Russell  
Tracy Aston  
Vanessa Fong

Philadelphia  
George Gionis  
Sara Owens  
Sean Dent

New York  
Frances Rodriguez  
Francesca Kazmierczak

Chicago  
Jennifer L. Jakaitis  
Nicholas Kertesz

#### Aon Subsidiary

Aon Risk Services West, Inc.

Aon Risk Services Northeast, Inc.

Aon Risk Services Northeast, Inc.

Aon Risk Services Central, Inc.

This Power-of-Attorney shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days written notice.

IN WITNESS WHEREOF, the signing party below affirms his/her authority to sign this Designation of Representative and grant the powers contained therein.

Dated: March 24, 2023

By

Name:

Title:

*Louay H. Khatib*  
LOUAY H. KHATIB  
CHIEF ACCOUNTING OFFICER

Sworn to and subscribed before me  
this 24<sup>th</sup> day of March 2023.  
*Christine Tryon*

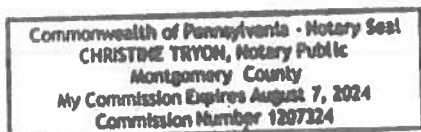


Exhibit A

BrightView Landscape Services, Inc. (California)  
BrightView Landscape Services, Inc. (Texas)  
BrightView Landscape Services, Inc. (Arizona)  
BrightView Landscape Services, Inc. (Colorado)  
BrightView Landscape Services, Inc. (Florida)  
BrightView Landscape Services, Inc. (Georgia)  
BrightView Landscape Services, Inc. (Nevada)  
BrightView Landscapes, LLC  
BrightView Tree Care Services, Inc.  
BrightView Golf Maintenance, Inc.



## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L. Hannigan, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, James B. McTaggart, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerie Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of September, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 22<sup>nd</sup> day of September, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318886  
Commission Expires July 18, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22<sup>nd</sup> Day of June, 2023



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Commercial Surety West  
555 South Flower Street, Third Floor, Los Angeles, CA 90071  
O: (213) 612-5502 M: (213) 358-5570 E: Janette.fu@chubb.com

June 26, 2023

To: City of Port Orange, Florida

Re: Brightview Landscape Services, Inc.  
Surety Bondability Letter  
Prequalification for ITB #23-03 Major Thoroughfare Landscape Maintenance Services

To Whom It May Concern:

Federal Insurance Company is the surety for Brightview Landscape Services, Inc. We would provide favorable underwriting consideration for individual bonded projects up to \$5 million and on an aggregate bonding program up to \$150 million. Federal Insurance Company holds Brightview Landscape Services, Inc. in the highest regard. The company is well established in its industry and capably managed by experienced and qualified individuals. We are pleased to include Brightview Landscape Services, Inc. among our valued surety clients.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between Brightview Landscape Services, Inc. and Federal Insurance Company. Our ultimate support of any bonds is conditioned upon completion of the underwriting process, including satisfactory review of contract documents.

Federal Insurance Company, a member of Chubb Limited, is A.M. Best rated A++XV and listed on the Department of Treasury's Listing of Approved Sureties with an underwriting limitation of \$445,273,000.00 on a per bond basis.

Sincerely,

Chubb

Susan A. Welsh, Attorney-in-Fact







## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Corinne Chapman, Samantha Chierici, Jessica B. Dempsey, Derek J. Elston, Rachel Fore, Kristin L. Hannigan, Jennifer L. Jakaitis, Nicholas Kertesz, Judith A. Lucky-Eftimov, James B. McTaggart, Sandra M. Nowak, Diane M. O'Leary, Nicholas Pantazis, Roger Paraison, Christina L. Sandoval, Bartlomiej Siepierski, Jean Torres, Christopher P. Troha, Aerle Walton, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of September, 2021.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 22<sup>nd</sup> day of September, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 26th Day of June, 2023



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**STATE OF FLORIDA**  
**Department of Agriculture and Consumer Services**  
**BUREAU OF LICENSING AND ENFORCEMENT**

Date **February 28, 2023** File No. **JB3490** Expires **August 31, 2023**

**THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 31, 2023** **AT**

**4777 OLD WINTER GARDEN RD**  
**ORLANDO, FL 32811**

**BRIGHTVIEW LANDSCAPE SERVICES, INC** **Lawn and Ornamental**  
**4777 OLD WINTER GARDEN RD**  
**ORLANDO, FL 32811**

  
**WILTON SIMPSON, COMMISSIONER**

**STATE OF FLORIDA**  
**Department of Agriculture and Consumer Services**  
**BUREAU OF LICENSING AND ENFORCEMENT**

**BRIGHTVIEW LANDSCAPE SERVICES, INC**  
**4777 OLD WINTER GARDEN RD**  
**PEST CONTROL COMPANY FIRM**

**JB3490**

**HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 31, 2023**

  
**WILTON SIMPSON** **Signature**  
**COMMISSIONER**

Wallet Card  
Wallet Card - Fold Here

**BUREAU OF LICENSING & ENFORCEMENT**  
**3125 CONNER BLVD, BLDG. 8**  
**TALLAHASSEE, FLORIDA 32399-1650**

**STATE OF FLORIDA**  
**Department of Agriculture and Consumer Services**  
**BUREAU OF LICENSING AND ENFORCEMENT**

Date **September 7, 2022** File No. **LF217241** Expires **March 13, 2026**

**THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 13, 2026**

**CHARLES ALEX LEGGETT IV**  
**5846 CHESHIRE COVE TER**  
**ORLANDO, FL 32829**

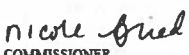
  
**NICOLE "NIKKI" FRIED, COMMISSIONER**

**STATE OF FLORIDA**  
**Department of Agriculture and Consumer Services**  
**BUREAU OF LICENSING AND ENFORCEMENT**

**CHARLES ALEX LEGGETT IV**  
**LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER**

**LF217241**

**HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING March 13, 2026**

  
**NICOLE "NIKKI" FRIED** **Signature**  
**COMMISSIONER**

Wallet Card  
Wallet Card - Fold Here

**BUREAU OF LICENSING & ENFORCEMENT**  
**3125 CONNER BLVD, BLDG. 8**  
**TALLAHASSEE, FLORIDA 32399-1650**

**Certificate of Completion**

**OMAR LOPEZ**

**Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.**

|                           |                       |                               |                        |
|---------------------------|-----------------------|-------------------------------|------------------------|
| 12/6/2023<br>Date Expires | 15<br>FDOT Provider # | Michael A. Hard<br>Instructor | 57948<br>Certificate # |
|---------------------------|-----------------------|-------------------------------|------------------------|



United Safety Council  
1505 E. Colonial Drive  
Orlando, FL 32803  
unitedsafetycouncil.com  
gvlctor@floridasafety.org



For more information about Temporary Traffic Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)



2022 - 2023



**Local Business Tax Receipt**

(Formerly known as "Business License "  
changed per state law HB1269-2006)

**Business Name**  
BRIGHTVIEW LANDSCAPE SERVICES INC  
980 JOLLY RD 300  
BLUE BELL, PA 19422

**Business Owner**  
BRIGHTVIEW LANDSCAPE SERVICES INC

**Business Location**  
4777 OLD WINTER GARDEN RD  
ORLANDO, FL

**NOTICE**-THIS TAX RECEIPT ONLY EVIDENCES  
PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT  
TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT  
THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY,  
STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE  
NOTIFIED OF ANY MATERIAL CHANGE TO THE  
INFORMATION FOUND HEREIN BELOW. THIS RECEIPT  
DOES NOT CONSTITUTE AN ENDORSEMENT OR  
APPROVAL OF THE HOLDER'S SKILL OR  
COMPETENCY.

**Case Number:** BUS-0024004

**Issued Date:** 09/04/2022

**Expiration Date:** 09/30/2023

**Business type(s):**

| Description                    | Year |
|--------------------------------|------|
| LAWNMT 0782 LAWN MAINT SERVICE | 2023 |



Local Business Tax Receipt  
City Hall, 400 South Orange Avenue, First Floor  
Post Office Box 4990  
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: [businesstax@orlando.gov](mailto:businesstax@orlando.gov)

Prompt Interactive Voice Response System: 407.246.4444  
Visit our website: [orlando.gov/permits](http://orlando.gov/permits)

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# K51636

Entity Name: BRIGHTVIEW LANDSCAPE SERVICES, INC.

**Current Principal Place of Business:**980 JOLLY ROAD  
SUITE 300  
BLUE BELL, PA 19422**Current Mailing Address:**980 JOLLY ROAD  
SUITE 300  
BLUE BELL, PA 19422 US

FEI Number: 95-4194223

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**CT CORPORATION SYSTEM  
1200 S PINE ISLAND RD  
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title DIRECTOR  
Name HEROLD, JEFF  
Address 980 JOLLY ROAD  
SUITE 300  
City-State-Zip: BLUE BELL PA 19422

Title CEO  
Name HEROLD, JEFF  
Address 980 JOLLY ROAD  
SUITE 300  
City-State-Zip: BLUE BELL PA 19422

Title PRESIDENT  
Name HEROLD, JEFF  
Address 980 JOLLY ROAD  
SUITE 300  
City-State-Zip: BLUE BELL PA 19422

Title SECRETARY  
Name GOTTSEGEN, JONATHAN  
Address 980 JOLLY ROAD  
SUITE 300  
City-State-Zip: BLUE BELL PA 19422

Title TREASURER  
Name TYLER, ROBERT  
Address 980 JOLLY ROAD  
SUITE 300  
City-State-Zip: BLUE BELL PA 19422

Title DIRECTOR  
Name MASTERMAN, ANDREW  
Address 980 JOLLY ROAD  
SUITE 300  
City-State-Zip: BLUE BELL PA 19422

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 887, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GOTTSEGEN, JONATHAN

SECRETARY

03/01/2023

Electronic Signature of Signing Officer/Director Detail

Date



**BID TABULATION**  
**ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES**  
**BIDS RECEIVED JULY 5, 2023**

|                                      |                                    |                                          |                                        | NON-RESPONSIVE    |
|--------------------------------------|------------------------------------|------------------------------------------|----------------------------------------|-------------------|
| ITEM DESCRIPTION                     | BRIGHTVIEW LANDSCAPE SERVICES, INC | SCOTTY BOY LANDSCAPING & MAINTENANCE LLC | YELLOWSTONE LANDSCAPE - SOUTHEAST, LLC | VERDEGO LANDSCAPE |
| TOTAL MOWING                         | \$136,281.60                       | \$179,764.00                             | \$233,220.00                           | \$294,117.20      |
| TOTAL TURF MAINTENANCE               | \$79,628.00                        | \$79,231.00                              | \$48,075.00                            | \$55,035.61       |
| TOTAL TREE & SHRUB MAINTENANCE       | \$4,772.00                         | \$13,000.00                              | \$1,850.00                             | \$3,569.75        |
| TOTAL PALM TREES                     | \$1,485.00                         | \$4,150.00                               | \$800.00                               | \$486.62          |
| GRAND TOTAL ALL MAINTENANCE SERVICES | \$222,166.60                       | \$276,145.00                             | \$283,945.00                           | \$353,209.18      |

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.

Buyer:

*Joseph Carter* 7-12-23

Witness:

*J. Bohman* 7-12-23



## **NOTICE OF INTENT TO AWARD**

**July 17, 2023**

### **ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES**

---

On July 5, 2023 the City of Port Orange received four (4) submittals for ITB #23-03 Major Thoroughfare Landscape Maintenance Services.

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

#### **BRIGHTVIEW LANDSCAPE SERVICES, 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>.

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 July 20, 2023 at 10:00AM E.S.T.



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7b) Approval of Change Order No. 1 with McMahan Construction Co., Inc. for the Water Reclamation Facility East Master Lift Station upgrades

**DEPARTMENT:** Engineering

**GOAL:** 2 - Infrastructure

---

**RECOMMENDED MOTION:** Move to approve Change Order No. 1 with McMahan Construction Co., Inc. for the Water Reclamation Facility East Master Lift Station upgrades.

---

**SUMMARY:** The Engineering Department is requesting Council approval of Change Order No 1 with McMahan Construction Co., Inc under the EJCDC Agreement CA7900 (ITB 22-10) as it relates to the Water Reclamation Facility (WRF) East Master Lift Station Upgrades in the amount of \$38,250 for a revised contract amount of \$4,096,250.00.

On February 21, 2023, the City entered into an agreement with McMahan Construction Co, Inc. for the Water Reclamation Facility (WRF) East Master Lift Station Upgrade as outlined under ITB 22-10. After analyzing a variety of options to work around the trailer mounted backup generator, it was determined that the lift station work cannot be done without moving it from its current location.

McMahan Construction Co, Inc. will furnish and install a steel support frame which will be installed on top of the existing elevated concrete pad adjacent to the fuel storage tank. The existing, non-functional, generator will be removed from the elevated pad and sent to auction and the trailer mounted generator will be installed on the pad in its place. Also included in this change order is new fuel piping from the existing fuel tank to the generator and properly installing the electrical cables from the Automatic Transfer Switch (ATS) to the generator. Additionally, moving the temporary generator to the elevated slab will remove it from the flood plain, preventing it from being damaged during a flooding event. This work must be completed before McMahan Construction can begin working on the East Master Lift Station.

**PRESENTER:** Junos Reed

---

## ATTACHMENTS:

|    |                                |                                       |
|----|--------------------------------|---------------------------------------|
| 1. | McMahan Construction Co., Inc. | McMahon Construction Co., Inc. Change |
|----|--------------------------------|---------------------------------------|

---

|    |                                                                  |                                                                      |
|----|------------------------------------------------------------------|----------------------------------------------------------------------|
|    | Change Order No. 1 to EJCDC                                      | Order No. 1 to EJCDC.pdf                                             |
| 2. | Proposal for steel support frame & generator relocation 7-10-23  | Proposal for steel support frame & generator relocation 7-10-23.pdf  |
| 3. | Notice to Proceed 6-11-2023                                      | Notice to Proceed 6-11-2023.pdf                                      |
| 4. | McMahan Const - EJCDC Agreement CA7900 - WRF East Master Lift St | McMahan Const - EJCDC Agreement CA7900 - WRF East Master Lift St.pdf |
| 5. | COI                                                              | COI.pdf                                                              |

---

|               |                               |
|---------------|-------------------------------|
| Julia Wiggins | Created/Initiated - 7/10/2023 |
| Richard Colby | Approved - 7/10/2023          |
| Junos Reed    | Approved - 7/11/2023          |
| John McKinney | Approved - 7/13/2023          |
| Matthew Jones | Approved - 7/18/2023          |
| Wayne Clark   | Approved - 7/25/2023          |
| Tracee Cody   | Final Approval - 7/25/2023    |

---

CHANGE ORDER NO. 1  
To the EJCDC Agreement dated February 21, 2023  
**McMAHAN CONSTRUCTION CO., INC.**, Contractor

Project: ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades

The following changes are hereby made to the Contract Documents:

| <b>CHANGE IN CONTRACT PRICE:</b>                                       | <b>CHANGE IN CONTRACT TIMES:</b>                                                                                             |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$4,058,000.00                         | Original Contract Times:<br><br>Substantial Completion: 335 days<br>(NTP Issued July 11, 2023)<br>Final Completion: 365 days |
| Net changes from previous Change Order:<br><br>N/A                     | Changes in contract time from previous Change Orders:<br><br>N/A                                                             |
| Contract Price prior to this Change Order:<br><br>\$4,058,000.00       | Contract Completion Date prior to this Change Order:<br><br>July 11, 2024                                                    |
| Net Increase (decrease) of this Change Order:<br><br>No. 1 \$38,250.00 | Changes in contract time requested this Change Order:<br><br>No. 1 0 days                                                    |
| Contract Price with all approved Change Orders:<br><br>\$4,096,250.00  | Contract Times with all approved Change Orders:<br><br>Final Completion: July 11, 2024                                       |
|                                                                        |                                                                                                                              |

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on February 21, 2023.
- II. REQUIRED CHANGES: Change Order is necessary to provide additional spending authorization for the purchase and installation of a steel frame to remove and reinstall the emergency standby generator at the Water Reclamation Facility. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 1 is needed for the purchase and installation of a steel frame to be installed on an existing concrete pad. Work to include the removal of the existing non-functional standby generator and install of the new generator.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit not to exceed \$38,250.00, revised contract amount not to exceed \$4,096,250.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.



---

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

**JUNOS REED**

Department Project Manager

ACCEPTED BY:

**JOHN JUSTUS, JR.**

General Underground LLC

By: \_\_\_\_\_

Junos Reed, City Engineer

By: \_\_\_\_\_

John Justus, Jr., Executive Vice President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

RECOMMENDED BY:

**N/A**

City's Representative

RECOMMENDED BY:

**N/A**

Engineer of Record

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED BY:  
**CITY OF PORT ORANGE**  
Department Head

By: \_\_\_\_\_  
Junos Reed, City Engineer

Date Signed: \_\_\_\_\_

City Manager

By: \_\_\_\_\_  
Wayne Clark, City Manager

Date Signed: \_\_\_\_\_

If Council approval is required:

Affirmed:

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



# McMahan Construction Co., Inc.

DEAN KELLOGG, *President*  
#CGC1532692 and #CBC1259026

JOHN JUSTUS, JR., *Exec. Vice President*  
#CGC059437 and #CUC057309

SHERRY VAUGHN  
*Secretary-Treasurer*

June 7, 2023

City of Port Orange Public Works & Utilities  
1000 City Center Circle  
Port Orange, Florida 32129  
Attn: Junos Reed, P.E.-Engineering & Construction Manager

Re: WRF East Master Lift Station Upgrades, ITB #22-10

At the City's request, we have developed the following cost to furnish and install a steel support frame for the existing trailer mounted generator onsite. The frame will be installed on top of the existing concrete structure adjacent to the fuel storage tank. The trailer mounted generator will be removed from the trailer and installed on the steel frame on top of the concrete structure. The frame will be anchored to the concrete structure. Our cost breakdown is as follows:

|                                                               |          |
|---------------------------------------------------------------|----------|
| • Steel framing with bolts, anchors & fasteners required:     | \$13,500 |
| • Crane rental to install frame & set generator on it:        | \$5,000  |
| • McMahan labor, equipment, & insurance for 4-5 days of work: | \$12,500 |
| • Haul off existing equipment on concrete structure:          | \$2,261  |
| •                                                             | =====    |
| • Subtotal:                                                   | \$33,261 |
| • Contractor's mark up at 15%:                                | \$4,989  |
| •                                                             | =====    |
| • Total cost:                                                 | \$38,250 |

The steel frame will be red primed with no finished painting included and take 4-6 weeks to fabricate. Any electrical disconnect/connect are by others. Once the generator is installed, moving of the existing trailer is by others. Upon receipt of a change order or separate purchase order, we will proceed with this additional work. Contact us with any questions. Thanks.

Sincerely,

**McMahan Construction Co., Inc.**

John Justus Jr.  
Executive Vice President  
Office #386-734-1071  
Cell #386-214-1339



## CITY OF PORT ORANGE NOTICE TO PROCEED

**Issued By:** Junos Reed, P.E.  
City Engineer  
1395 Dunlawton, Ave  
Port Orange, FL 32129  
Ph:(386)506-5754  
jureed@port-orange.org

**Issued To:** McMahan Construction Co, Inc.  
123 E. Indiana Ave  
DeLand, FL 32724

**PROJECT TITLE:** ITB #22-10 East Master Lift Station Upgrades  
**PO NO.** PO-002852

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the **EJCDC Agreement #CA7900** and all terms and conditions of the agreement between the City of Port Orange and McMahan Construction Co., Inc. The **effective date** of this **Notice to Proceed** is July 11, 2023, with a **Final Completion** by July 11, 2024.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to the Junos Reed, City Engineer via email:

**Project Manager:** Junos Reed

*All future correspondence or requests for changes to the contract must be addressed to the Project Manager.*

### ISSUED BY:

Owner: City of Port Orange

This 11th day of July, 2023.

By: Junos Reed  
Junos Reed

Title: City Engineer

### ACCEPTANCE NOTICE:

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

Company: McMahan Construction Co., Inc.

This 11th day of JULY, 2023

By: John Justus Jr.  
JOHN JUSTUS JR.

Title: VICE PRESIDENT

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange  
1000 City Center Circle  
Port Orange, Florida 32129** ("Owner") and  
**McMahan Construction Co., Inc.  
123 East Indiana Avenue, DeLand, Florida 32724** ("Contractor").

The Effective Date of this Agreement shall be February 21, 2023 (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- 1.02 (1) *Installation and operation of a temporary bypass pumping system; (2) Remove existing pumps and concrete pedestals and replace with new screw centrifugal pumps with new concrete pump pedestals; (3) Remove and replace the existing variable frequency drives (VFD's) and pump controls; (4) Remove existing plug valves and replace with new knife gate valves (5) Installation of knife gate isolation valves; (6) Remove and replace existing clock valves; (7) Removal of existing pipe and fittings; (8) furnishing and installing all required pipe, fittings, couplings, and adapters; (9) Modifications to the existing wet well; and (10) Leveling the well floor.*

**ARTICLE 2 - THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
- ITB 22-10 Water Reclamation Facility ("WRF") East Master Lift Station Upgrades*

**ARTICLE 3 - ENGINEER**

- 3.01 *The part of the Project that pertains to the Work has been designed by the Project Engineer, Nicole E. McConnell, P.E. ("Engineer") and Stephen E. Bailey, P.E. ("Engineer") of Kimley-Horn and Associates, Inc., and shall act as Owner's representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

**ARTICLE 4 - CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.

- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

#### 4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed within 335 days after the Effective Date of the Agreement.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within 30 days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 63 days.)

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$0.00 for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ \_\_\_\_\_



Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

| <u>UNIT PRICE WORK</u>    |                    |             |                                     |                                 |                  |
|---------------------------|--------------------|-------------|-------------------------------------|---------------------------------|------------------|
| <u>Item</u><br><u>No.</u> | <u>Description</u> | <u>Unit</u> | <u>Estimated</u><br><u>Quantity</u> | <u>Bid Unit</u><br><u>Price</u> | <u>Bid Price</u> |

*See Attachments*

Total of all Bid Prices (Unit Price Work) \$4,058,000.00

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Progress Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold Five percent (5%) of each progress payment as retainage.

### 6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

## ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
  - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.



- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

#### A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
  2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
  3. General Conditions (pages 1 to 69, inclusive).
  4. Supplementary Conditions (pages 1 to 7, inclusive).
  5. BID Specifications as listed in ITB 22-10 “Attachment 2” “East Master Lift Station Pump Design,” as identified in “Section 3 - Specifications” (pages 1 to 324, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
  6. DESIGN PLANS as listed in ITB 22-10 “Attachment 3” “East Master Lift Station Pump Upgrades,” as identified in “Section 3 – “Specifications” (pages 1 to 29, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager).
  7. NEW DRAWINGS as listed in Addendum No. 3 Dated November 9, 2022 of ITB 22-10 “Attachment 4” “New Drawings,” (pages 1 to 9, not attached, on file with Junos Reed, P.E., City Engineering and Construction Manager)
  8. Addendum No. 1 (page 1, inclusive).
  9. Addendum No. 2 (pages 1 – 5, inclusive).
  10. Addendum No. 3 (pages 1 – 4, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Exhibit No. 1 Contractor’s Bid Schedule of Unit Prices (page \_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
1. Affidavit Regarding Workers’ Compensation (page 1, inclusive).

- 2. Leased Employee Affidavit Exhibit (page 1, inclusive).
  - c. Exhibit No. 2 Contractor's Proposal (page 1, inclusive).
  - d. Composite Exhibit No. 3 City's Invitation to Bid Request No. 22-10 (pages 1 to 149, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

#### 10.06 *No-Damage-for-Delay*

A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

#### 10.07 *No Intended Third-Party Beneficiaries*

A. There are no intended third-party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE  
Owner

By: Donald O. Burnette

Title: Mayor

Date:

2/21/2023

Attest: Robin L. Fenwick, MMC

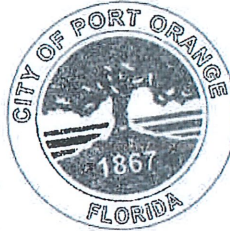
Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

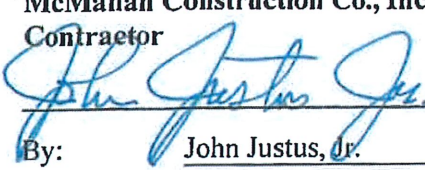
(386) 506-5500



McMahan Construction Co., Inc.

Contractor

By:

  
John Justus, Jr.

Title:

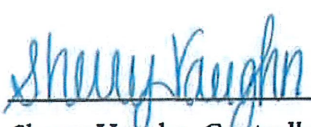
Executive Vice President

Date:

2/13/2023

Attest:

Title:

  
Sherry Vaughn, Controller

Address for giving notices:

123 East Indiana Avenue

DeLand, Florida 32724

Telephone: (386) 734-1071

E-Mail: [jjustus@mcmahanfl.com](mailto:jjustus@mcmahanfl.com)

License No.: CGC059437

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.  
**PAYMENT AND PERFORMANCE BOND**  
(Public Works)  
Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** 0246133  
Executed in 3 Counterparts

**PRINCIPAL:**

Developer or Contractor: McMahan Construction Co., Inc.  
Principal Business Address: 123 East Indiana Avenue  
DeLand, Florida 32724  
Contact Person: Dean Kellogg, President  
Phone Number: (386) 734-1071

**SURETY:**

Address: Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
Contact Person: Surety Department  
Phone Number: 203-542-3800

**OWNER:**

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

**Amount:** \$4,058,000.00 **City Case/Project No.** ITB 22-10 Water Reclamation Facility East Master Lift Station  
Upgrades

**Description of Work:** ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades  
**Project Location:** Water Reclamation Facility at 817 Oak Street, Port Orange, Volusia County, Florida

**Legal Description:** Portions of: 817 Oak Street, Port Orange, Volusia County, Florida  
See Exhibit "A"

Front Page

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

**City of Port Orange Water Reclamation Facility  
817 Oak Street, Port Orange, FL 32127**

**Full Parcel ID:**

41-16-33-04-01-0341

**Short Parcel ID:**

6341-04-01-0341

**Legal Description:**

A portion of the Parcel ID listed above.

**EXHIBIT "A"**



McMahan Construction Co., Inc.

ITB 22-10 Water Reclamation Facility East Master Lift Station Upgrades

Bond No. 0246133

Executed in 3 Counterparts

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR**

**PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*

Guaranty for Construction of Public Improvements

BY THIS BOND, We, McMAHAN CONSTRUCTION Co., INC. as Principal, and Berkley Insurance Company, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of FOUR MILLION FIFTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$4,058,000.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain EJCDC Agreement having an effective date of 2/21/2023, entered into by and between the Principal and the City, for Water Reclamation Facility East Master Lift Station Upgrades, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this 21<sup>st</sup> day of February, 2023.

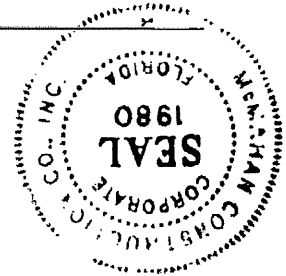
Attest:

McMAHAN CONSTRUCTION Co., Inc.  
(Name of Principal)

Sherry Vaughn  
(As to Corporate Principal) Secretary  
Sherry Vaughn, Corporate Secretary  
Mary L. Thomas  
(Witness to Principal)  
Mary L. Thomas

By: Dean Kellogg  
Dean Kellogg, President

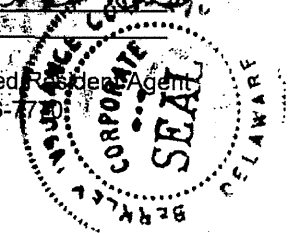
(Corporate Seal)



Berkley Insurance Company  
(Surety)

Sophia Golecki  
(Witness to Surety)  
Sophia Golecki

By: Gloria A. Richards  
Name: Gloria A. Richards  
(Attorney-in-Fact)  
and Florida Licensed Resident Agent  
Inquiries: (407) 786-7730  
(Corporate Seal)



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

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

No. BI-10097e

**POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE**

**NOTICE:** The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

**KNOW ALL MEN BY THESE PRESENTS**, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kim E. Niv; Jeffrey W. Reich; Gloria A. Richards; Lisa Roseland; Susan L. Reich; Teresa L. Durham; Cheryl Foley; Sarah K. O'Linn; Robert P. O'Linn; or Emily Golecki of Florida Surety Bonds, Inc. of Maitland, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10<sup>th</sup> day of June, 2021.

Attest:

(Seal)

By

Ira S. Lederman

Executive Vice President &amp; Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter

Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10<sup>th</sup> day of June, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDABAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

*Maria C. Rundabaken*  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21<sup>st</sup> day of February, 2023.

(Seal)

*Vincent P. Forte*  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY 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).

| <b>PRODUCER</b><br>Brown & Brown of Florida, Inc.<br>P.O. Box 2412<br><br>Daytona Beach FL 32115-2415 |                                            | <b>CONTACT NAME:</b> Jamie Hanrahan<br><b>PHONE (A/C, No, Ext):</b> (386) 239-8882 <b>FAX (A/C, No):</b> (386) 323-9198<br><b>E-MAIL ADDRESS:</b> Jamie.Hanrahan@bbrown.com                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |
|-------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------|--|--------|------------|---------------------------|-------|------------|-------------------------------|-------|------------|--------------------------------------------|-------|------------|--------------------------------|-------|------------|-------------------------------|-------|------------|---------------------------------------|-------|
| <b>INSURED</b><br><br>MCMAHAN CONSTRUCTION CO INC<br>P O BOX 223<br><br>DELAND FL 32721-0223          |                                            | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER B:</td><td>Auto Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Travelers Excess and Surplus Lines Company</td><td>29696</td></tr><tr><td>INSURER D:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E:</td><td>Westchester Surplus Lines Ins</td><td>10172</td></tr><tr><td>INSURER F:</td><td>American Interstate Insurance Company</td><td>31895</td></tr></table> |  | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Berkley Assurance Company | 39462 | INSURER B: | Auto Owners Insurance Company | 18988 | INSURER C: | Travelers Excess and Surplus Lines Company | 29696 | INSURER D: | XL Specialty Insurance Company | 37885 | INSURER E: | Westchester Surplus Lines Ins | 10172 | INSURER F: | American Interstate Insurance Company | 31895 |
| INSURER(S) AFFORDING COVERAGE                                                                         |                                            | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |
| INSURER A:                                                                                            | Berkley Assurance Company                  | 39462                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |
| INSURER B:                                                                                            | Auto Owners Insurance Company              | 18988                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |
| INSURER C:                                                                                            | Travelers Excess and Surplus Lines Company | 29696                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |
| INSURER D:                                                                                            | XL Specialty Insurance Company             | 37885                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |
| INSURER E:                                                                                            | Westchester Surplus Lines Ins              | 10172                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |
| INSURER F:                                                                                            | American Interstate Insurance Company      | 31895                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                               |  |        |            |                           |       |            |                               |       |            |                                            |       |            |                                |       |            |                               |       |            |                                       |       |

**COVERAGES****CERTIFICATE NUMBER:** 2023-24**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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |           |                                                      | VUMA0289380        | 11/01/2022              | 11/01/2023              | EACH OCCURRENCE \$ 1,000,000                                                   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |           | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |                    |                         |                         |                                                                                |
|          | <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY                                                |           | MED EXP (Any one person) \$ 5,000                    |                    |                         |                         |                                                                                |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                       |           | PERSONAL & ADV INJURY \$ 1,000,000                   |                    |                         |                         |                                                                                |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |                                                      |                    |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                 |
|          | CTHER:                                                                                                   |           |                                                      |                    |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                            |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                                                 |           |                                                      | 50-921-676-00      | 11/01/2022              | 11/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                               |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                             |           | BODILY INJURY (Per person) \$                        |                    |                         |                         |                                                                                |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                       |           | BODILY INJURY (Per accident) \$                      |                    |                         |                         |                                                                                |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                  |           | PROPERTY DAMAGE (Per accident) \$                    |                    |                         |                         |                                                                                |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR              |           |                                                      | CUP-7S407360-22SNF | 11/01/2022              | 11/01/2023              | EACH OCCURRENCE \$ 4,000,000                                                   |
|          | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                     |           | AGGREGATE \$ 4,000,000                               |                    |                         |                         |                                                                                |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                     |           | COMPLETED OPS AG \$ 4,000,000                        |                    |                         |                         |                                                                                |
|          |                                                                                                          |           |                                                      |                    |                         |                         |                                                                                |
| F        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                            |           |                                                      | AVWCFL3139172023   | 01/01/2023              | 01/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)                              | Y/N       | E.L. EACH ACCIDENT \$ 1,000,000                      |                    |                         |                         |                                                                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                   |           | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000              |                    |                         |                         |                                                                                |
|          |                                                                                                          |           | E.L. DISEASE - POLICY LIMIT \$ 1,000,000             |                    |                         |                         |                                                                                |
| D        | EQUIPMENT FLOATER                                                                                        |           |                                                      | UM00031576MA22A    | 11/01/2022              | 11/01/2023              | RENTED EQUIPMENT 500,000                                                       |
|          | INSTALLATION/ BUILDERS RISK                                                                              |           | INSTALLATION 2,000,000                               |                    |                         |                         |                                                                                |

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

SEE NOTES FOR POLICY COVERAGE FORMS  
PROPERTY OWNERS AND CITY OF PORT ORANGE ARE ADDITIONAL INSURED AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                 |                                                                                                                                                                |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF PORT ORANGE<br><br>1000 CITY CENTER CIRCLE<br>PORT ORANGE FL 32129-4144 | 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<br>                                                                                                                                  |

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|                                          |           |                                              |  |
|------------------------------------------|-----------|----------------------------------------------|--|
| AGENCY<br>Brown & Brown of Florida, Inc. |           | NAMED INSURED<br>MCMAHAN CONSTRUCTION CO INC |  |
| POLICY NUMBER                            |           |                                              |  |
| CARRIER                                  | NAIC CODE | EFFECTIVE DATE:                              |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

#### CURRENT BLANKET POLICY FORMS

##### GENERAL LIABILITY

- 1.) CG2010 1219 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS(ADDITIONAL INSURED-ONGOING OPERATIONS)
- 2.) CG2037 1219 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
- 3.) CG2032 0413 - ADDITIONAL INSURED- ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
- 4.) CG2034 0413 - ADDITIONAL INSURED -LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN A LEASE AGREEMENT
- 5.) VCA52035 1110 - (PRIMARY & NON-CONTRIBUTORY)
- 6.) CG2404 1219 - (WAIVER OF SUBROGATION)
- 7.) VCA599 90 04 18 (NOTICE OF CANCELLATION TO OTHERS)

##### AUTO LIABILITY

- 1.) 58504 0115 - (ADDITIONAL INSURED)
- 2.) 58583 0115 - (WAIVER OF SUBROGATION)

##### UMBRELLA

- 1.) EU0001 0716 - EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE (ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
  - 2.) IL T4 00 0519 - DESIGNATED PERSON OR ORGANIZATION - CANCELLATION OR NON RENEWAL
- THE UMBRELLA APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, & EMPLOYERS LIABILITY.

##### EQUIPMENT

- 1.) CO 1072 04 02 - (BLANKET LOSS PAYEE)

#### ADDITIONAL POLICIES:

##### POLLUTION LIABILITY

POLICY # G70918687004

INSURER E-WESTCHESTER SURPLUS LINES INS-

EFF 1/1/22-1/1/24

LIMIT: \$2,000,000 OCCURRENCE

\$2,000,000 AGGREGATE

- 1.) ENV 3250 12 18 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS (BLANKET)
- 2.) ENV 3251 12 18 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS HAZARD (BLANKET)
- 3.) ENV 3253 12 18 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE (BLANKET)
- 4.) ENV 3143 03 05 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

# BUILDER'S RISK AND INSTALLATION COVERAGE SOLUTIONS DECLARATIONS

Policy Number: UM00031576MA22A

Maximum Limit of Insurance: \$ 3,000,000

## COVERED PROPERTY AND PREMISES DESCRIPTION

Covering all Water and sewage treatment jobs usual to the business of the insured.

## SUMMARY

| Coverage         | Limit of Insurance |
|------------------|--------------------|
| Covered Property | \$ 2,000,000       |

## DEDUCTIBLE OR WAITING PERIOD

| Coverage         | Deductible or Waiting Period |
|------------------|------------------------------|
| Covered Property | \$ 2,500                     |
| Named Storm      | Refer to HVM 401 04 15       |

## SUB-LIMITS

| Coverage                         | Sub-Limit of Insurance |
|----------------------------------|------------------------|
| Flood                            | Not Covered            |
| Earthquake and Volcanic Eruption | Not Covered            |

## COINSURANCE

☒ 0%

## PROPERTY NOT COVERED – MODIFICATIONS

|                                          |  |
|------------------------------------------|--|
| Items Added to Property Not Covered:     |  |
| Items Deleted From Property Not Covered: |  |

## VALUATION

Covered Property: Replacement Cost

☐ Covered Property Described Below; or ☐ Per Schedule on File with Us Dated: //

| Covered Property Description | Valuation | Limit of Insurance | Deductible |
|------------------------------|-----------|--------------------|------------|
|                              |           |                    |            |

## OTHER MODIFICATIONS

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

## ADDITIONAL COVERAGES

This policy provides a Limit of Insurance in the Coverage Form for each Additional Coverage shown below. If a different Limit of Insurance is stated in the Declarations for an Additional Coverage shown below, that scheduled amount shall be the Limit of Insurance for the Additional Coverage. Words in quotations refer to the Definitions section of the Coverage Form.

| <u>Additional Coverage</u>                         | <u>Limit of Insurance</u>       | <u>See Explanation Below</u>        |
|----------------------------------------------------|---------------------------------|-------------------------------------|
| • Contract Penalty                                 | \$ 25,000                       | <input type="checkbox"/>            |
|                                                    | 25% of covered                  |                                     |
| • Debris Removal                                   | loss, plus \$100,000            | <input type="checkbox"/>            |
| • Extra and Expediting Expenses                    | \$ 50,000                       | <input type="checkbox"/>            |
| • Fire Department Service Charge                   | \$ 25,000                       | <input type="checkbox"/>            |
| • Fire Protection Systems                          | \$ 25,000                       | <input type="checkbox"/>            |
|                                                    | 10%, but no more than \$100,000 |                                     |
| • Increase in Construction Costs                   |                                 | <input type="checkbox"/>            |
| • Landscaping and Signs                            | \$ 100,000                      | <input type="checkbox"/>            |
| • Limited Coverage for Fungi, Wet Rot and Dry Rot* | \$ 25,000                       | <input type="checkbox"/>            |
| • Loss Adjustment Expenses                         | \$ 5,000                        | <input type="checkbox"/>            |
| • Ordinance or Law**                               | \$ 500,000                      | <input type="checkbox"/>            |
| • Pollutant Cleanup and Removal*                   | \$ 25,000                       | <input type="checkbox"/>            |
| • Preservation of Property                         | Covered                         | <input type="checkbox"/>            |
| • Property in the Open                             | \$ 25,000                       | <input type="checkbox"/>            |
| • Property That Supports Your Business             | \$ 50,000                       | <input type="checkbox"/>            |
| • Reimbursement for Returning Stolen Property*     | \$ 10,000                       | <input type="checkbox"/>            |
| • Reward Coverage                                  | \$ 5,000                        | <input type="checkbox"/>            |
| • Site Preparation                                 | Covered                         | <input type="checkbox"/>            |
| • Sewer and Drain Backup                           | Covered                         | <input type="checkbox"/>            |
| • Sinkhole Collapse                                | Covered                         | <input type="checkbox"/>            |
| • Temporary Premises                               | \$ 100,000                      | <input type="checkbox"/>            |
| • Temporary Structures                             | \$ 25,000                       | <input type="checkbox"/>            |
| • Testing                                          | Covered                         | <input checked="" type="checkbox"/> |
| • Transit                                          | \$ 100,000                      | <input type="checkbox"/>            |
| • Unintentional Errors and Omissions               | \$ 25,000                       | <input type="checkbox"/>            |
| • Virus, Harmful Code, or Similar Instruction      | \$ 10,000                       | <input type="checkbox"/>            |
| • Voluntary Parting                                | \$ 25,000                       | <input type="checkbox"/>            |

\*Annual Aggregate

\*\*Demolition Cost and Increased Cost of Construction

## ADDITIONAL COVERAGES - EXPLANATION

Testing: "Electrical", "Mechanical", "Pneumatic", and "Hydrostatic"

THESE DECLARATIONS ARE PART OF THE COMMON POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

## BUILDER'S RISK AND INSTALLATION COVERAGE SOLUTIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

### A. Coverage

We will pay for direct physical "loss" to Covered Property from any of the Covered Causes of Loss.

#### 1. Covered Property

Covered Property means the following types of property while located at the "premises", owned by you or for which you are legally liable, including labor costs, delivery charges, change orders, and reasonable overhead and profit, as stated in the Declarations:

Buildings, structures, materials, supplies, machinery, equipment, fixtures, roadways, walkways, and other related property, including foundations, excavations, pipes, wiring, and other underground property of buildings or structures, while in the course of:

- a. Construction, including new construction, renovation, rehabilitation, alteration, or additions; and
- b. Installation, including repairs, improvements, erection, rigging, or millright; including while undergoing fabrication or assembly.

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, "money", "securities", notes, letters of credit, tickets, or bullion;
- b.
  - (1) Automobiles, motor trucks, motorcycles, and trailers;
  - (2) Watercraft;
  - (3) Aircraft;
  - (4) Contractor's equipment and related property;
- c. Contraband or property in the course of illegal transportation or trade;
- d. Existing buildings or structures;
- e. Jewelry, precious or semi-precious stones, gold, silver, platinum or other precious metals or alloys;
- f. Land or water; or
- g. Property not designated to be a permanent part of the building or structure, unless specifically listed and described in the Declarations and included in the Limit of Insurance.



## ENDORSEMENT

This endorsement, effective 12:01 a.m., November 1, 2022 forms a part of Policy No. UM00031576MA22A issued to McMahan Construction Co., Inc. by XL Specialty Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### NAMED STORM DEDUCTIBLE

This endorsement modifies insurance provided under the following:

#### Builder's Risk and Installation Coverage Solutions

##### SCHEDULE

| Scheduled Premises Address                                                                              | Deductible                      |
|---------------------------------------------------------------------------------------------------------|---------------------------------|
| All Covered Jobsites in the Coverage Territory except Jobsites within 5 Miles of any bay, gulf or ocean | 2 % subject to \$ 2,500 minimum |
| Unscheduled Premises                                                                                    | 2 % subject to \$ 2,500 minimum |

#### A. General Provisions

The Named Storm Deductible in the Declarations or SCHEDULE above applies to "loss" caused by or resulting from "Named Storm", regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### B. Percentage Deductible

1. If a percentage deductible for "Named Storm" is indicated in the Declarations or SCHEDULE above, the deductible is determined by multiplying the percentage against the value of the Covered Property at risk at the time and location of the "loss". The value is determined by the provisions described under the Valuation section of the Coverage Form(s).
2. A Named Storm Deductible at Scheduled and Unscheduled "premises" in the Declarations or SCHEDULE above is calculated separately for and applies separately to:
  - a. Each building or structure that sustains "loss"; and
  - b. Covered Property other than a building or structure that sustains "loss".

#### C. Flat Deductible

If a flat deductible for "Named Storm" is indicated in the Declarations or SCHEDULE above, we pay only that part of the "loss" over the deductible amount in any one "occurrence".

#### D. Definitions

The following definitions are added to the Coverage Form(s) to which this endorsement applies:  
"Named Storm", meaning a storm system that has been identified as a tropical storm or hurricane and assigned a name by the National Hurricane Center or the Central Pacific Hurricane Center of the National Weather Service (hereafter referred to as NHC and CPHC). Under the terms of this endorsement, a "Named Storm" begins at the time a Watch or Warning is issued by the NHC or CPHC for the area in which the affected "premises" are located, and ends seventy-two (72) hours after the termination of the last Watch or Warning issued for that area by the NHC or CPHC.

All other terms and conditions of this policy remain unchanged.



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7c) Approval of Amendment No. 2 to the Down Under Causeway Park/Down Under Lease Agreement with the Florida Department of Transportation (FDOT)

**DEPARTMENT:** Community Development

**GOAL:** 2 - Infrastructure  
3 - Quality of Life  
4 - Economic Development

---

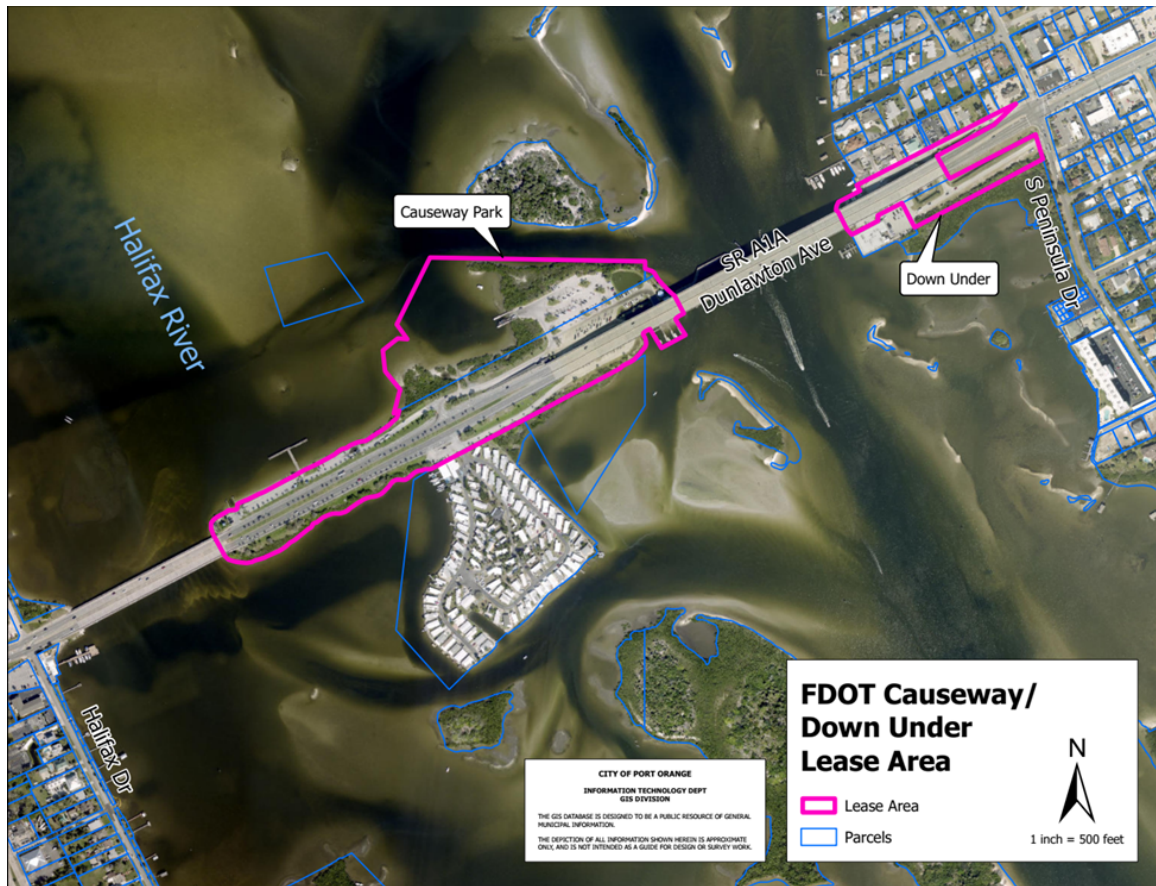
**RECOMMENDED MOTION:** Move to approve Amendment No. 2 to the Down Under Causeway Park/Down Under Lease Agreement with the Florida Department of Transportation (FDOT); and authorize Mayor and City Clerk to execute all necessary documents.

---

**SUMMARY:** In August 1993, the City of Port Orange entered into a lease agreement with FDOT that allowed the City to use the property located under the Dunlawton Bridge, generally known as the Causeway Park area (west side of Halifax River) and the Down Under area (east side of Halifax River). In 2013, a 10-year extension to the lease was approved through August 15, 2023.

In 2019, the City and FDOT amended the lease to include a preliminary concept plan for future improvements in the Down Under area to transform it into a unique destination in the Port Orange Town Center Community Redevelopment Agency. Per the current lease agreement with FDOT, the City does not make any lease payments to use the property for public recreation, public open space, and other public purposes but is responsible for maintenance of the parking lot, landscaping, drainage, and enforcement of traffic and vehicle parking ordinances, statutes, and laws.

The Second Amendment to the Causeway Park/Down Under Lease Agreement with FDOT is to extend the lease for another ten (10) years and does not change any of the terms or requirements of the current lease with FDOT that has substantially been in place for the last 30 years.



There will be a Third Amendment proposal in the Fall of 2023, as staff is currently working with FDOT for their approval of the site improvements identified in the Down Under Master Plan so the plan can be included into the lease agreement allowing the City to make improvements (parking, stormwater infrastructure, up-lighting the bridge, murals, signage, landscaping, access to Halifax River, etc.). According to FDOT, any plan for improvements on their land that is leased to the city needs to be included in the lease agreement and accepted by the City Council. The request for the City Council and Port Orange Town Center CRA to accept the Down Under Master Plan will occur at their joint meeting on August 1.

Due to the lead time for FDOT to prepare the Second Amendment and place it on a City Council agenda, there was not sufficient time to prepare the Second Amendment to include the Down Under Master Plan prior to the current lease expiring. In order to extend the lease for the continued use of the entire Causeway Park/Down Under area prior to the lease expiring on August 15, 2023, it was decided to extend the current lease for ten years (until August 15, 2033) to ensure use of the Causeway Park/Down Under area and then prepare another amendment in late 2023 to incorporate the Down Under Master Plan once it has been accepted by City Council and CRA.

PRESENTER: Tim Burman, Penelope Cruz

**ATTACHMENTS:**

|    |                                                                  |                                         |
|----|------------------------------------------------------------------|-----------------------------------------|
| 1. | 2023-2033 Amendment No. 2 to Causeway Down Under Lease Agreement | 2023-2033 Lease Agreement Amendment.pdf |
| 2. | Ex A originallease graphics                                      | Ex A originallease graphics.pdf         |

|                |                              |
|----------------|------------------------------|
| Penelope Cruz  | Created/Initiated - 7/7/2023 |
| Tim Burman     | Approved - 7/13/2023         |
| Shannon Balmer | Approved - 7/18/2023         |
| Wayne Clark    | Approved - 7/25/2023         |
| Tracee Cody    | Final Approval - 7/25/2023   |

**FLORIDA DEPARTMENT OF TRANSPORTATION**  
**LEASE AGREEMENT AMENDMENT #2**

This **AMENDMENT**, entered this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Florida Department of Transportation (LESSOR)** and the **City of Port Orange (LESSEE)**.

**RECITALS**

**WHEREAS**, the **LESSOR** and **LESSEE** entered into a Lease Agreement on August 17, 1993 (the "Lease", including any addendums and amendments thereto), in order for LESSEE to use the Property described in Exhibit "A," attached hereto (the "Property") for the purpose of public recreation and public open space;

**WHEREAS**, the **LESSOR** and **LESSEE** entered into an Addendum to the Lease dated October 28, 2013 ("Addendum") in order to renew the Lease for an additional ten (10) years and grant LESSEE possessory ownership rights for the purpose of public safety and welfare;

**WHEREAS**, the **LESSOR** and **LESSEE** entered into Lease Agreement Amendment #1 dated November 21, 2019, ("Amendment #1) in order to include, in concept, further improvements on and to the Property and reiterating that LESSEE is required to seek and obtain written approval prior to placing or changing any improvements or structures on the Property;

**WHEREAS**, the parties mutually recognize the need for amending the Lease to extend the time of the lease term;

**NOW THEREFORE**, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

**PROVISIONS**

- 1) Paragraph 1 of the Lease Agreement dated August 17, 1993, is amended to read, in pertinent part, as follows (emphasis added to indicate amendment thereto):

**Property and Term.** Lessor does hereby lease unto Lessee the lands described in Exhibit "A," attached hereto and made a part hereof, for a period of twenty (20) years, beginning with the date of this agreement. This agreement may be renewed for *two* additional Ten (10) year terms at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee Shall provide Lessor 60 days advance written notice of its exercise of the renewal option.

*[Remainder of Paragraph 1 of the Lease Agreement remains unchanged.]*

- 2) All other provisions of the Lease and any prior amendments or addendums shall remain in full force and effect unless otherwise amended by both parties in writing.

- 3) This Second Amendment of the Lease shall serve as the Lessee's affirmative exercise of its additional ten (10) year option and Lessor's approval thereof.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

CITY OF PORT ORANGE  
(LESSEE)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
(LESSOR)

BY: \_\_\_\_\_  
Donald O. Burnette, Mayor

BY: \_\_\_\_\_  
John Tyler, P.E.  
District Five Secretary

Attest: \_\_\_\_\_  
Robin L. Fenwick, MMC, City Clerk

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Print Name / Title

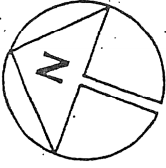
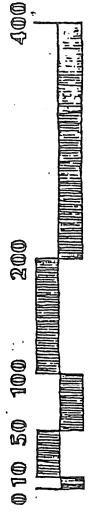
Legal Review:

\_\_\_\_\_  
Shannon K. Balmer  
Assistant City Attorney

Legal Review:

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Print Name



EXISTING FISHING  
PIER AND RAMP

FISHING PIER

WATERFRONT  
PROMENADE

RESTROOMS  
VENDING MACHINES

DUNLAWTON AVENUE

BICYCLE PARKING

MITIGATED WETLANDS

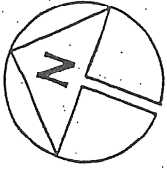
PICNIC AREA

NATURE WALK AND PIER

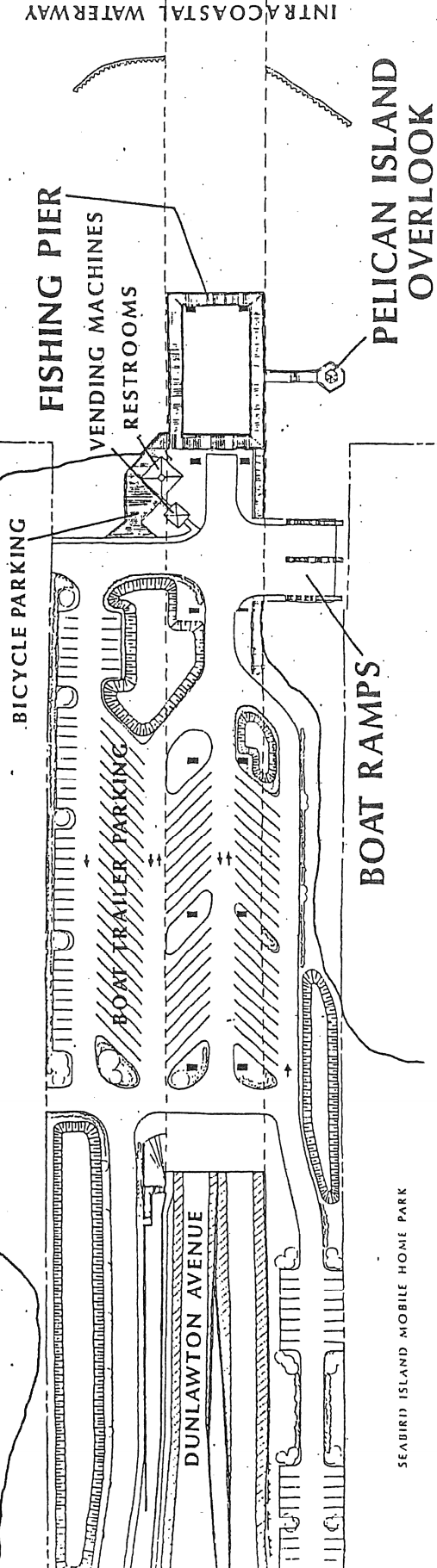
# PORT ORANGE CAUSEWAY PARK

CITY OF PORT ORANGE DEPARTMENT OF COMMUNITY DEVELOPMENT





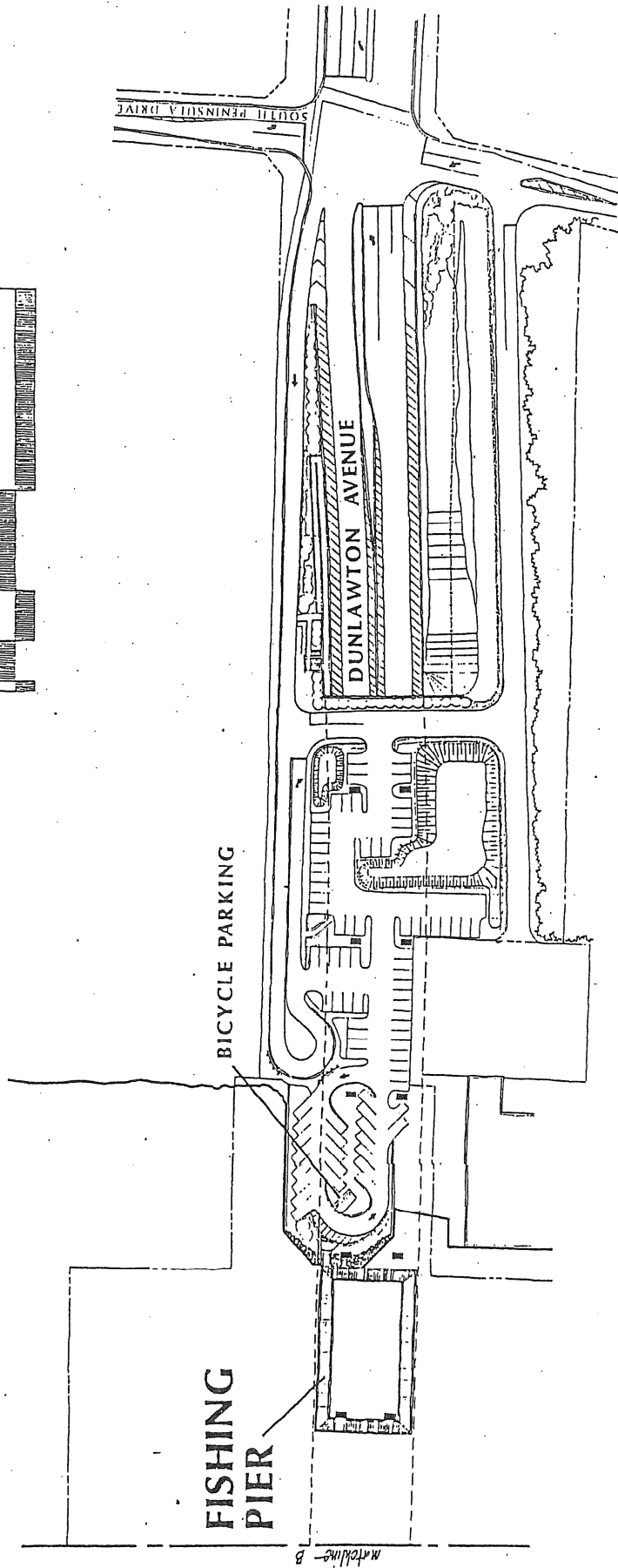
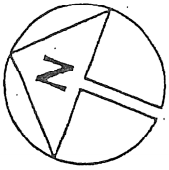
HALIFAX RIVER



PORT ORANGE CAUSEWAY PARK  
CITY OF PORT ORANGE DEPARTMENT OF COMMUNITY DEVELOPMENT

JANUARY 18, 1968





PORT ORANGE CAUSEWAY PARK  
CITY OF PORT ORANGE DEPARTMENT OF COMMUNITY DEVELOPMENT

JANUARY 10, 1988



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7d) Approval of Task Authorization No. 3 with Advanced Roofing for the repair of the Public Works Fleet Roof

**DEPARTMENT:** Engineering

**GOAL:** 2 - Infrastructure

---

**RECOMMENDED MOTION:** Move to approve Task Authorization No. 3 with Advanced Roofing for the repair of the Public Works Fleet Roof.

---

**SUMMARY:** The Engineering Department is requesting Council to approve Task Authorization No. 3 under the Standard Contract for Services CA7981 for the repair of the Public Works Fleet Roof in the amount of \$89,430.49.

The Fleet shop area roof needs to be sealed to prevent water leakage that is causing damage to the support structure. The existing insulation on the interior roof area will need to be removed and the roof above the maintenance area cleaned.

The project is funded in the department Capital Improvement Plan budget for this year. However, the quote received from the city's contract roofer is \$3,030.49 greater than what is in the budget. Engineering has submitted a 3rd quarter budget transfer request for an additional \$10,000. The requested additional amount will cover the current shortage of \$3,030.49 and provide contingency funds in the budget for any unforeseen conditions that are discovered during construction.

**PRESENTER:** Junos Reed

---

**ATTACHMENTS:**

|    |                                                                                  |                                                                                      |
|----|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 1. | Advanced Roofing, Inc. Task Authorization No. 3 - Public Works Fleet Roof Repair | Advanced Roofing, Inc. Task Authorization No. 3 - Public Works Fleet Roof Repair.pdf |
| 2. | Roof Coating Proposal - Public Works Fleet RFSQ 22-14 - CoPO - 7.11.23           | Roof Coating Proposal - Public Works Fleet RFSQ 22-14 - CoPO - 7.11.23.pdf           |

---

Julia Wiggins  
Richard Colby  
Junos Reed

Created/Initiated - 6/7/2023  
Approved - 6/7/2023  
Approved - 6/16/2023

---

---

|               |                            |
|---------------|----------------------------|
| Tom DiEulio   | Approved - 6/16/2023       |
| John McKinney | Approved - 6/20/2023       |
| Matthew Jones | Approved - 7/19/2023       |
| Wayne Clark   | Approved - 7/25/2023       |
| Tracee Cody   | Final Approval - 7/25/2023 |

---

**TASK AUTHORIZATION NO. 3**  
**Standard Contract for Services dated March 7, 2023**  
**Between the City of Port Orange, Florida and Advanced Roofing, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ADVANCED ROOFING, INC.**, a Florida corporation with its principal place of business at 1950 North West 22<sup>nd</sup> Street, Fort Lauderdale, Florida 33311 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:  
  
Name: Junos Reed, City Engineer  
Address: 1395 Dunlawon Avenue  
Port Orange, FL 32129  
Phone: (386) 506-5754  
E-Mail: jureed@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Repairs to the Public Works Fleet Roof, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "3."
4. Contractor shall substantially complete the services to be provided herein within **150** days of the date of a written Notice to Proceed issued and executed by the City to the Contractor, with final completion **180** days thereafter ("Term"). City and Contractor agree and recognize that time is of the essence for services provided in this Task Authorization, and that the City will suffer financial loss if the services are not completed within the Term of this Task Authorization. Contractor agrees and recognizes that any delay in services provided shall constitute a material breach. Accordingly, the City and Contractor agree that as liquidated damages for delay, Contractor shall pay the City \$500.00 for each day that services have not reached substantial completion, in accordance with the Term as set forth herein above. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to final completion.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$89,430.49**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed

valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**ADVANCED ROOFING, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Jason Carruth, Vice President

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF PORT ORANGE**

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

[CA 7981]

TASK AUTHORIZATION NO 3

EXHIBIT "1"

ADVANCED ROOFING, INC

PUBLIC WORKS FLEET ROOF

Consisting of 2 pages





CC-C024413

ESTABLISHED 1983

July 11, 2023

C/O Junos Reed, PE  
City of Port Orange

Re: City of Port Orange- Public Works Fleet/407 Virginia Ave, Port Orange, FL 32127

Tremco Coating with Gutter and Downspout Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a 24ga Galvalume PBR metal panel roof system. Pricing is as follows:

**Quotation for the Sum of..... \$89,430.49**

#### **Per RFSQ 22-14 Roof Repairs and Replacements**

#### **Scope of Work:**

1. Set up proper safety around the immediate area of work for that day per OSHA standards.
2. City of Port Orange is responsible for interior protection to contents of the building.
3. Remove existing downspouts and gutters
4. Remove deteriorating edge metal and rake metal on the end of the building.
5. Fabricate and install 160'LF of new edge metal along the eave at the soffits to match the existing profile and color as close as possible.
6. City of Port Orange is responsible for painting existing soffit.
7. Fabricate and install 48'LF of new rake metal on the end of the building to match the existing profile and color as close as possible.
8. Fabricate and install 160'LF of new 5" gutters secured with gutter straps every 3'OC.
9. Fabricate and install 6 new 3"x4" downspouts to be secured back to the building and a 45-degree elbow at the discharge.
10. Pressure wash 4865'SF of roofing
11. Install mastic and fabric to all 2,660' LF of metal roof laps.
12. Apply Solar Guard rust inhibiting primer over the prepped roof surface at a rate of 1 gallon per 2 squares of roofing.
13. Install Solar Guard 6083 base at rate of 1.5 gallons per square of roof surface.
14. Install SG Topcoat at a rate of 1.5 gallons per square of roof surface.
15. Remove all ARI related trash and debris and discard at an offsite location.

#### **CLARIFICATION & EXCLUSIONS**

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owners responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Interior protection to be provided by others.
3. Replace Damaged or Deteriorated Metal Decking \$8.50 per SF

[www.advancedroofing.com](http://www.advancedroofing.com)

800 638.6869 TEL 954.522.6868 FAX 954.566.2967  
1950 NW 22<sup>nd</sup> Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

## **MATERIAL WARRANTY**

20 year guarantee on materials only by Tremco

## **CONTRACTOR'S WARRANTY**

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc

**Note:** Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

*Wayne Mathews*

Wayne Mathews

Key Account Manager

[www.advancedroofing.com](http://www.advancedroofing.com)

800 638.6869 TEL 954.522.6868 FAX 954.566.2967  
1950 NW 22<sup>nd</sup> Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

July 11, 2023

C/O Junos Reed, PE  
City of Port Orange

Re: City of Port Orange- Public Works Fleet/407 Virginia Ave, Port Orange, FL 32127

Tremco Coating with Gutter and Downspout Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, materials, tools, equipment and proper insurance with excess liability up to twelve (12) million dollars. Our scope of work includes a 24ga Galvalume PBR metal panel roof system. Pricing is as follows:

**Quotation for the Sum of..... \$89,430.49**

#### **Per RFSQ 22-14 Roof Repairs and Replacements**

#### **Scope of Work:**

1. Set up proper safety around the immediate area of work for that day per OSHA standards.
2. City of Port Orange is responsible for interior protection to contents of the building.
3. Remove existing downspouts and gutters
4. Remove deteriorating edge metal and rake metal on the end of the building.
5. Fabricate and install 160'LF of new edge metal along the eave at the soffits to match the existing profile and color as close as possible.
6. City of Port Orange is responsible for painting existing soffit.
7. Fabricate and install 48'LF of new rake metal on the end of the building to match the existing profile and color as close as possible.
8. Fabricate and install 160'LF of new 5" gutters secured with gutter straps every 3'OC.
9. Fabricate and install 6 new 3"x4" downspouts to be secured back to the building and a 45-degree elbow at the discharge.
10. Pressure wash 4865'SF of roofing
11. Install mastic and fabric to all 2,660' LF of metal roof laps.
12. Apply Solar Guard rust inhibiting primer over the prepped roof surface at a rate of 1 gallon per 2 squares of roofing.
13. Install Solar Guard 6083 base at rate of 1.5 gallons per square of roof surface.
14. Install SG Topcoat at a rate of 1.5 gallons per square of roof surface.
15. Remove all ARI related trash and debris and discard at an offsite location.

#### **CLARIFICATION & EXCLUSIONS**

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owners responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Interior protection to be provided by others.
3. Replace Damaged or Deteriorated Metal Decking \$8.50 per SF

[www.advancedroofing.com](http://www.advancedroofing.com)

800 638.6869 TEL 954.522.6868 FAX 954.566.2967  
1950 NW 22<sup>nd</sup> Street | Fort Lauderdale | Florida 33311



CC-C024413

ESTABLISHED 1983

## **MATERIAL WARRANTY**

20 year guarantee on materials only by Tremco

## **CONTRACTOR'S WARRANTY**

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc

**Note:** Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

*Wayne Mathews*

Wayne Mathews

Key Account Manager

[www.advancedroofing.com](http://www.advancedroofing.com)

800 638.6869 TEL 954.522.6868 FAX 954.566.2967  
1950 NW 22<sup>nd</sup> Street | Fort Lauderdale | Florida 33311



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7e) Approval of Task Authorization No. 4 with Dredging & Marine Consultants for the Memorial Park Observation Dock Rehabilitation

**DEPARTMENT:** Parks & Recreation

**GOAL:** 1 - Public Safety

---

**RECOMMENDED MOTION:** Move to approve Task Authorization No. 4 with Dredging & Marine Consultants for the Memorial Park Observation Dock Rehabilitation.

---

**SUMMARY:** The observation dock at Memorial Park was damaged during Hurricane Ian. This is to replace approximately 375 linear feet of timber observation dock with two overlook structures. The structure's condition has deteriorated and is currently closed to the public for safety concerns. Dredging & Marine Consultants (DMC) will provide field investigations, design and engineering, permitting, bidding assistance and construction management. The project is not to exceed a lump sum cost of \$55,080.00.

**PRESENTER:** Susan Lovallo

---

**ATTACHMENTS:**

|    |                                                                                   |                                                                                       |
|----|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1. | DMC Task Authorization No 4 - Memorial Park Observation Dock Rehabilitation       | DMC Task Authorization No 4 - Memorial Park Observation Dock Rehabilitation.pdf       |
| 2. | CA5672 2022-2024 DMC Renewal (2)                                                  | CA5672 2022-2024 DMC Renewal (2).pdf                                                  |
| 3. | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 Renewal Form 02.14.22 (2) | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 Renewal Form 02.14.22 (2).pdf |
| 4. | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 02.14.2020 (1)            | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 02.14.2020 (1).pdf            |

---

Jennifer Cox  
Susan Lovallo  
John McKinney  
Matthew Jones  
Wayne Clark  
Tracee Cody

Created/Initiated - 6/30/2023  
Approved - 7/3/2023  
Approved - 7/13/2023  
Approved - 7/19/2023  
Approved - 7/25/2023  
Final Approval - 7/25/2023

---



**TASK AUTHORIZATION NO. 4**  
**Standard Contract for Services dated February 14, 2017**  
**Between the City of Port Orange, Florida and Dredging & Marine Consultants, 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 **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Engineering and Design Services for Memorial Park Observation Dock Rehabilitation, located at 851 Dunlawton Avenue, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall commence services upon issuance of a written Notice to Proceed issued and executed by the City to the Contractor, and shall continue until the final constructed project has been accepted by the City.
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 \$55,080.00. 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. 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:

**DREDGING & MARINE CONSULTANTS, LLC**

Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Shailesh K. Patel, Managing Member

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



Witnesses:

**CITY OF PORT ORANGE**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Donald O. Burnette, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: **ATTEST:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Robin L. Fenwick, MMC, City Clerk

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

[CA 5672]

## EXHIBIT “1”

Contractor's Quote

Consisting of 2 Pages



June 22, 2023

Mr. Kevin Sweat  
Parks Manager  
City of Port Orange, Parks and Recreation Dept.  
1000 City Center Circle  
Port Orange, FL 32129

**RE: Engineering and Design Services for Memorial Park Observation Dock Rehabilitation  
Scope of Services, Budget, and Schedule**

Mr. Sweat:

**Dredging & Marine Consultants, LLC (DMC)** is pleased to submit the following proposal to assist the City of Port Orange Parks and Recreation Department (City) with engineering and design services for the above referenced project.

**Project Understanding:** It is our understanding that the City wishes to replace approximately 375 linear feet of timber observation dock with two overlook structures, located within the City's Memorial Park. The dock structure forms a loop behind a three-story office building located at 851 Dunlawton Avenue. The structure condition has deteriorated over the years and the structure is currently closed to the public for safety concerns and the City is seeking FEMA funding to rehabilitate or replace to mitigate the structure.

**Scope of Service:** DMC will assist the City with the following tasks:

***Task 1: Field Investigations-*** DMC has performed a quick visual inspection of the structure and has determined that while the upper portion of the structure (decking and support members, handrails) needs to be completely replaced, the pilings appeared to be in reasonably good condition, and it may be possible to reuse them for the replacement hardware. DMC will collect necessary survey data of the project area to include piling locations, deck elevation, water depth, sidewalk and other structures within the project area. The survey area will extend about 20 feet to all sides of the timber loop structure connections to the sidewalk to the pond waterline. Survey data will be collected in NAVD 88 Vertical Datum, NAD 83, State Plane Florida East (ft.) Horizontal Datum. Any previous plans, survey or geotechnical information that the City may have would be of assistance to DMC.

***Task 2: Design and Engineering*** – DMC will provide a design and engineering service for the repair of the bulkhead and incorporate stabilization for rock revetment. DMC will draft 30, 60, and 90% plan sets for City review. After the final review, DMC will furnish a signed and sealed 100% construction-ready plan set.

***Task 3: Permitting-*** DMC will contact the St. Johns River Water Management District (SJRWMD) and US Army Corps of Engineers to determine if any permits will be required for the proposed dock rehabilitation project. There do not appear to be any environmental resource permits associated with the manmade retention area that the dock structure is constructed over, so regulatory agency permits will likely be required. DMC will prepare and submit the applications for them and respond to all requests for additional information issued by the agencies to secure the permits.

***Task 4: Bidding Assistance & Construction Management-*** DMC will assist the City's procurement department with bid preparation and advertisement of this project. DMC will attend the pre-bid meeting and assist with addendum preparation by responding to any request for additional information, clarification questions submitted with regards to the plans and specifications by the contractors. DMC will also assist City with bid tabulation, reference checks and contractor recommendation, as may be needed. Once a contractor has been selected for project construction, DMC will provide limited construction management services until project completion. DMC will:

- Coordinate and attend the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.

- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.
- Field verification of products and materials.
- Conducting bi-monthly site visits, or as may be needed, to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution. This is not a full-time inspection as City requires other firms for this requirement.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and will generate a punch-list of items to be addressed by the contractor before the project can be accepted as fully complete.
- Assist with securing documents for Release of Liens
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.
- This proposal assumes that the City may hire an independent third-party to assist with any FEMA requirements, however, DMC may offer services if required.

**Budget:** The total not-to-exceed lump sum project cost, including all expenses is \$55,080.00

**Schedule:** DMC will commence work upon notice to proceed and will deliver the 100% plans and technical specifications no later than six months after commencement of work. This timeline is dependent on timely review and comments by the City and permitting agencies.

This contract will remain open until the final constructed project has been accepted by the City and as-built certifications have been received by the permitting agencies.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

***Dredging and Marine Consultants, LLC***



Shailesh K. Patel, M.Sc. CPSSc  
Senior Project Manager



# City of Port Orange

## Agreement

### RENEWAL FORM

\*\*\*\*\*THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.\*\*\*\*\*

#### To be completed by Contractor:

**YES** ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

- ☒ Standard Contract for Service CA No. 5672  
☐ Piggyback Agreement CA No. \_\_\_\_\_  
☐ Purchase Order No. \_\_\_\_\_

**Term** From: February 14, 2017

To: February 14, 2024

#### Provided to City:

- ☐ Updated Bond ☒ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

**NO** ☐ We do not desire to renew this agreement for another term.

#### Verify your records by providing the following information:

Name of Company / Organization: Dredging & Marine Consultants, LLC.

Name of Contact Person: Shailesh K. Patel

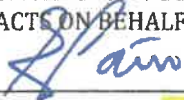
Mailing Address: 4643 S. Clyde Morris Blvd. Unit 302, Port Orange, FL 32129

Email Contact Address: spatel@dmces.com

Phone: (386) 304-6505

Fax: (386) 304-6506

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

**Contractor's Authorized Representative:** 

**Signature**

**Date:** December 17, 2021

#### For City Use Only:

#### Department completes the following:

- ☒ Renewal Accepted by the Department ☐ Bond received by the Department  
☒ Insurance Certificate received by the Department **OR** ☐ Insurance waived by City Manager

Agreement Expiration: \_\_\_\_\_

City Manager: 

**Date:** 2/15/2022

Please return to the City of Port Orange as follows:

Department: Community Development

Telephone: 386-506-5661

Contact: Margaret Tomlinson

Fax: 386-506-5699

Email: mtomlinson@port-orange.org

**Original Signed Form Must Be Returned to the City Clerk**

**Revised 4/1/2020**



# City of Port Orange

## Agreement

### RENEWAL FORM

\*\*\*\*\*THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.\*\*\*\*\*

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

☒ Standard Contract for Service CA No. 5672

☐ Piggyback Agreement CA No. \_\_\_\_\_

☐ Purchase Order No. \_\_\_\_\_

Term From: February 14, 2017

To: February 14, 2022

Attached:

☐ Updated Bond

☒ Insurance Certificate/City as additional insured

NO ☐ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Dredging & Marine Consultants, LLC (DMC)

Name of Contact Person: Shailesh K. Patel

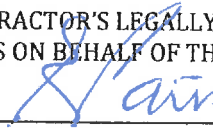
Mailing Address: 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129

Email Contact Address: spatel@dmces.com

Phone: (386) 304-6505

Fax: (386) 304-6506

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

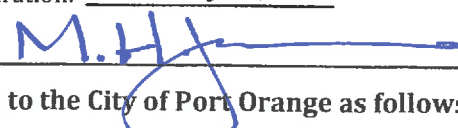
Contractor's Authorized Representative:  Date: 10/16/2019  
Signature

For City Use Only:

Department completes the following:

☒ Renewal Accepted ☐ Bond attached  
☒ Insurance attached OR ☐ Insurance waived per Agreement

Agreement Expiration: February 14, 2022

City Manager:  Date: 12-17-19

Please return to the City of Port Orange as follows:

Department: Community Development Telephone: 506-5661

Contact: Margaret Tomlinson Fax: 506-5699

Email: mtomlinson@port-orange.org

Completed Form Must Be Returned to the City Clerk for Recordation



## CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

---

This Master Contract for Engineering Services ("Contract") is entered into this 14<sup>th</sup> day of February, 2017, 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 **DREDGING & MARINE CONSULTANTS, L.L.C.** ("Contractor" or "Engineer"), a Florida limited liability corporation, whose principal address is 4643 South Clyde Morris Boulevard, Unit 302, Port Orange, Florida 32129 (collectively "the Parties").

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services. These services shall be performed in accordance with Request for Statement of Qualifications No. 16-32 ("RFSQ 16-32") and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

- (i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to paragraph 5 and the following:
  - (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
  - (2) Studies and planning for construction projects, preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
  - (3) Engineering services required to construct a variety of projects and related site work; preparation of design, construction documents, plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; preparation of required documents and services to obtain all construction permits; assisting the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
  - (4) Preparation of presentation boards and electronic graphic photo/realistic renderings;
  - (5) Oral presentations and PowerPoint audio visual presentations; and



- (6) Leading project meetings, preparing and distributing meeting minutes
- (7) Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, conducting traffic counts, creation and review of roadway classification and Level of Service (LOS) capacity reports.
- (8) Plans will be drawn in AutoCAD format unless otherwise directed.
- (9) All documents resulting from any project performed hereunder shall become the sole property of the City.

(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 both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms. The City reserves the right to revise rates for consistency with current market trend at least annually.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract. Engineer shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein, as long as the Contract remains valid.

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer under this Contract is limited to the



approved Contract fees and 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent if approved by the City. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Additional Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments and task authorizations for this contract:
  - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations; except that building construction permits shall be specifically requested in a task authorization; and provide other data upon which to develop the design and preliminary sketches showing the contemplated project.

- (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections developed in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved by the Contract Administrator; the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one digital and one paper full scale set of originals as they exist at the time of termination. All plans shall be and remain the property of the City during preparation and upon delivery.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator; coordination with the City Attorney and follow-up on contractor execution and delivery to the City Attorney of the original contract and original bond for recording in the public records.
- (vii) Bonding. The Engineer shall coordinate the delivery to the City Attorney of original bonds for recording. All construction contracts shall require two (2) original Bonds in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and agreement for the City.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications; contract documentation and other work or materials

furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in the Engineer's performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption performed by Engineer shall entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible electronic and paper set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall notify the City requesting an equitable adjustment and the contract shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in the task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause. If the City terminates the Engineer for failure to adhere to project time lines for completion of the Engineering work, then the City may deduct from amounts owed on the Engineer termination claim, the City's increased costs directly resulting from the failure of the Engineer to timely perform. The Engineer shall not be responsible for a delay in Engineering work that is beyond the Engineer's reasonable control.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
  - (1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
  - (2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit the termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to them, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined, so long as all final documentation for the project has been delivered to the Contract Administrator.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial

termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the contract price for work completed that has been accepted by the Contract Administrator, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

## 12. Examination of Records

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

(b) The Engineer 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 Engineer 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.

13. Public Records Compliance. Engineer 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 Engineer does not transfer the records to the City.
- (d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.10, Florida Statutes.

**ENGINEER QUESTIONS RELATING TO ENGINEER'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.**

14. Termination for Non-Appropriation of Funds. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the contract effective date. Failure of the Engineer to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other

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

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

| Required Insurance                  | Insurance                                                                                                                     | Standards                                                                                                                                                                              | Comments                                                                                                                                                                                                                                                |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Workers' Compensation<br><u>Limits:</u><br><br><u>Additional Coverage:</u>                                                    | Coverage A - Statutory<br>Coverage B - \$100,000<br><br>All States (Broad Form)<br>Voluntary Compensation                                                                              | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.                                                              |
| <input checked="" type="checkbox"/> | Comprehensive General Liability (including Completed Operations and Contractual Liability)<br><u>Limits:</u>                  | Combined Single Limit<br>Bodily Injury and<br>Property damage<br>\$500,000 occurrence<br>\$1,000,000 Aggregate                                                                         | When the Contract work on or under Railroad rights of way or properties, the Engineer 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. |
| <input checked="" type="checkbox"/> | Comprehensive Business, Automobile Liability to include all automobiles.<br><u>Limits:</u><br><br><u>Additional Coverage:</u> | Auto Liability Body<br>Injury: \$100,000 each<br>person<br>\$300,000 each<br>occurrence.<br><br>Property Damage<br>Liability \$100,000 each<br>occurrence.<br><br>Non-Owned, Hired Car | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | Professional Liability (Errors & Omissions)<br><u>Limits:</u>                                                                 | Coverage- \$1,000,000<br>minimum                                                                                                                                                       |                                                                                                                                                                                                                                                         |

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature

or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

18. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

(c) Engineer shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Engineer shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. Engineer 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.

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

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

21. 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.



22. 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.

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Statement of Qualifications identified herein and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

24. 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.

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

|           |                                                                                                                                                                                                                                             |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:     | City of Port Orange<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                                                                   |
| Copy to:  | City of Port Orange<br>Attention: <i>(Department Head Requesting Service)</i><br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5500                                                                                    |
| Engineer: | Dredging & Marine Consultants, L.L.C.<br>Attention: Shailesh K. Patel, Managing Member<br>4643 S. Clyde Morris Blvd.,<br>Unit 302<br>Port Orange, Florida 32129<br>(386) 304-6505<br><a href="mailto:spatel@dmces.com">spatel@dmces.com</a> |

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.

26. 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 except for the bond. No contract shall be formed between Engineer and the City until the City signs this Agreement.

27. 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:

Rosalee C. Wiggins

Printed Name: Rosalee C. Wiggins

Neil C. Wiggins

Printed Name: NEIL C. WIGGINS

Dredging & Marine Consultants, L.L.C.

By: Shail

Shailesh K. Patel, Managing Member

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

Date: 2-14-2017

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2017, by Shailesh K. Patel, as Managing Member of Dredging & Marine Consultants, L.L.C., a Florida limited liability corporation, and who:

(Notary: Please select one)

☒ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

Rosalee C. Wiggins

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



ROSALEE C. WIGGINS  
MY COMMISSION # FF 928647  
EXPIRES: December 25, 2019  
Bonded Thru Budget Notary Services

Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera  
Printed Name: Cynthia K. Rivera

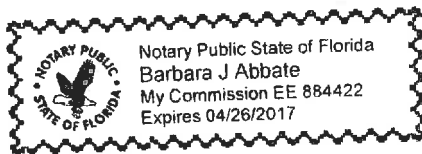
By: Donald O. Burnette  
Donald O. Burnette, Mayor

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

ATTEST:

Cynthia K. Rivera  
Printed Name: Cynthia K. Rivera

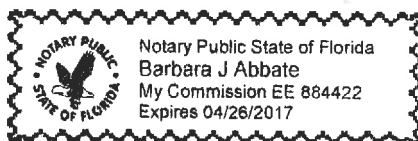
By: Robin L. Fenwick  
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

[CA 5672]

# **EXHIBIT “1”**

(Consisting of 3 pages)

**TASK AUTHORIZATION NO. \_\_\_\_**  
**Standard Contract for Services dated \_\_\_\_\_**  
**Between the City of Port Orange, Florida and Dredging & Marine Consultants, 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 **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated \_\_\_\_\_, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_
3. 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 "A."
4. Contractor shall complete the services to be provided herein within \_\_\_\_\_ days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "\_\_\_\_" attached hereto and made a part hereof for all purposes, subject to a limit up to but 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.
6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. \_\_\_\_.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**DREDGING & MARINE CONSULTANTS, LLC**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Shailesh K. Patel, Managing Member

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Donald O. Burnette, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: ATTEST:

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

[CA 5672]

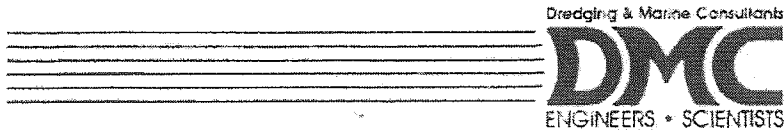


**HOURLY RATE SCHEDULE**  
**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**  
**CITY OF PORT ORANGE RFSQ # 16-32**

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

**COMPANY NAME: Dredging & Marine Consultants, LLC**

| <u>Category of Employee</u>                                            | <u>Hourly Rate</u> |
|------------------------------------------------------------------------|--------------------|
| Principal .....                                                        | \$150.00           |
| Lead Engineer & Scientist .....                                        | \$135.00           |
| Project Manager .....                                                  | \$120.00           |
| Senior Professional .....                                              | \$110.00           |
| Engineering Professional .....                                         | \$ 95.00           |
| Environmental Professional .....                                       | \$ 85.00           |
| <u>Technical Support Staff</u>                                         |                    |
| CADD Technician .....                                                  | \$ 75.00           |
| Grants / Programmer / Modeler .....                                    | \$ 70.00           |
| Administrative / Accounting .....                                      | \$ 55.00           |
| <u>Construction Inspection / Administration</u>                        |                    |
| Construction Manager .....                                             | \$ 95.00           |
| Senior Resident Inspector .....                                        | \$ 85.00           |
| Environmental/Construction Inspector .....                             | \$ 70.00           |
| Field Technician .....                                                 | \$ 65.00           |
| <u>Expenses</u>                                                        |                    |
| Jon Boat (per day) .....                                               | \$250.00           |
| Turbidity Meter/Standards (per day) .....                              | \$50.00            |
| Sediment Sampler (per day) .....                                       | \$75.00            |
| *Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses) ..... | 1.5 x Hourly Rate  |



January 25, 2017

Ms. Susan Lovallo  
Parks and Recreation Director  
City of Port Orange  
4655 City Center Circle  
Port Orange, FL 32129

**RE: Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) &  
Causeway Park Fishing Pier Improvements  
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

**Dredging & Marine Consultants LLC (DMC)** is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

**Scope of Services:** DMC will assist with the following services as indicated in the tasks below. If any of the below tasks are deemed un-necessary by the client or regulatory agencies as the project progresses tasks can be removed or scaled back upon request.

- 1. Structure and Hydrographic Survey** – DMC will coordinate a location survey of the existing structures and the depths in the project area. All elevations will be referenced to Mean Low Water (MLW) and horizontal positioning NGVD 1929.
- 2. Geotechnical Testing** – DMC will complete an in-water standard penetration test (SPT) boring to a depth of 40 feet below existing river bottom to determine the stability and load bearing capacity of the river bottom substrate in the project area. This information will be critical to boat ramp and piling design.
- 3. Engineering Design** – DMC will assess the existing structure and design a replacement system utilizing floating concrete docks. Plans will be submitted to the City at 30, 60 and 90 percent complete. A cost estimate for the proposed improvements will accompany each submittal.
- 4. Permitting** – DMC will submit a complete environmental resource permit (ERP) application to complete the proposed improvements. In addition, DMC will respond to any requests for additional information received from the regulatory agencies during the permitting process. **This task does not include any permit fees; they will be the responsibility of the City.**
- 5. Bidding** – DMC will assemble a bid package for the small boat ramp repairs as well as replacement of the T-pier and westside fishing pier and removal of the eastside fishing pier including; bid sheet, technical specifications, and engineers cost estimate to solicit bids for the proposed improvements. In addition, DMC staff will conduct a pre-bid meeting and respond to all requests for additional information (RFI's) submitted by the contractors during the bidding process.
- 6. Construction Management** – During the construction of all Causeway Park In-water Improvements DMC staff will provide onsite construction inspection as well as response to contractor RFI's, review of shop drawings submittals, review and verification of pay applications, attend progress meetings and provide onsite engineering solutions to any issues encountered during construction.

---

**Budget:** This work can be accomplished for a lump sum fee of **\$66,600** with the understanding that Task 6 will be paid on an hourly fee with a not to exceed limit. The costs per task are as follows:

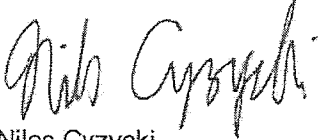
1. *Structure and Hydrographic Survey – \$3,100*
2. *Geotechnical Boring – \$5,300*
3. *Engineering Design – \$16,800*
4. *Permitting – \$5,200*
5. *Bidding – \$6,200*
6. *Construction Management – Not to exceed \$30,000 based on \$95/ hr Construction Manager/ Engineer and \$70/hr Onsite Inspector*

**Schedule:** These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

**Dredging & Marine Consultants, LLC**



Niles Cyzycki  
Project Manager

-2-

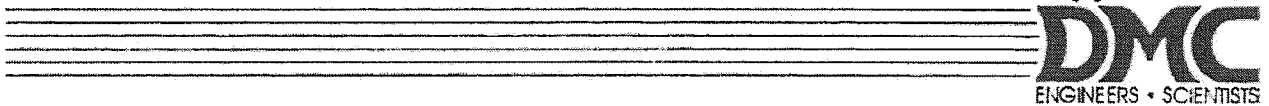


EXHIBIT "A"



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7f) Approval of Task Authorization No. 7 with Kimley-Horn, Inc under the Master Contract for Engineering & Environmental Services as it relates to the City-wide Stormwater Master Plan Update

**DEPARTMENT:** Engineering

**GOAL:** 2 - Infrastructure

---

**RECOMMENDED MOTION:** Move to approve Task Authorization No. 7 under the Master Contract for Engineering & Environmental Services as it relates to the City-Wide Stormwater Master Plan Update.

---

**SUMMARY:** The Engineering Department is requesting Council to approve Task Authorization No. 7 under the Master Contract for Engineering & Environmental Services CA7763 (RFSQ No. 21-3) as it relates to the City-Wide Stormwater Master Plan Update in the amount of \$489,820.

The current Stormwater Master Plan was developed in the early 2000's and most of the projects in that plan have been completed. To keep up with needed improvements and repairs to the city's stormwater system, a new and updated master plan is needed. The objectives of the proposed Stormwater Master Plan Update are to analyze existing flooding and water quality issues within the city and to propose potential solutions that can be considered for future Capital Improvement Projects. Additionally, a list of Repair and Restoration (R&R) improvements to enhance flood protection, stormwater conveyance, and water quality will be created with cost estimates. Prioritization of the CIP and R&R projects will be based on cost efficiency, flood reduction, and water quality improvement. Additionally, having a current Stormwater Master Plan is necessary to be eligible for most grant funding opportunities and will assist with prioritization of that funding.

Task Authorization No. 7 will take approximately 18 months to complete.

PRESENTER: Junos Reed

---

**ATTACHMENTS:**

|   |                                                                                    |                                                                                        |
|---|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| 1 | Kimley-Horn and Associates Task Authorization No. 7 - City-Wide Master Plan Update | Kimley-Horn and Associates Task Authorization No. 7 - City-Wide Master Plan Update.pdf |
|---|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

|   |                                             |                                                 |
|---|---------------------------------------------|-------------------------------------------------|
| 2 | 2023-07-05_Port_Orange_SWMP_Update_Proposal | 2023-07-05_Port_Orange_SWMP_Update_Proposal.pdf |
| 3 | Kimley-Horn Contract CA7763                 | Kimley-Horn Contract CA7763.pdf                 |

|               |                              |
|---------------|------------------------------|
| Julia Wiggins | Created/Initiated - 7/7/2023 |
| Denyce Frey   | Approved - 7/13/2023         |
| Tom DiEulio   | Approved - 7/13/2023         |
| Richard Colby | Approved - 7/13/2023         |
| Junos Reed    | Approved - 7/13/2023         |
| John McKinney | Approved - 7/13/2023         |
| Matthew Jones | Approved - 7/19/2023         |
| Wayne Clark   | Approved - 7/25/2023         |
| Tracee Cody   | Final Approval - 7/25/2023   |

**TASK AUTHORIZATION NO. 7**  
**Master Contract for Professional Engineering Services for Public Utilities and**  
**Environmental Services dated January 18, 2022**  
**Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to **City-Wide Stormwater Master Plan Update**, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Engineer shall complete the services to be provided herein with **18 months** of the date of written notice by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate Engineer at the price set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **\$489,820.00**. 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, Engineer 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 contractor 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 Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer 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) Engineer'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 Engineer 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. 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 Engineer 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:

**KIMLEY-HORN AND ASSOCIATES, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Jonathan D. Thigpen, Senior Vice President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF PORT ORANGE**

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

TASK AUTHORIZATION NO 7

EXHIBIT “1”

KIMLEY-HORN, INC.

CITY-WIDE STORMWATER MASTER  
PLAN UPDATE

Consisting of 7 pages

## **PROPOSAL FOR CITY-WIDE STORMWATER MASTER PLAN UPDATE**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18th, 2022, which is incorporated herein by reference.

### ***Project Understanding***

The scope of work presented below was prepared following discussions with the City of Port Orange staff on updating the City's existing Stormwater Master Plan (SMP). The objective of the City's SMP is to analyze existing flooding and water quality issues within the City limits and to propose potential solutions that the City can consider for future Capital Improvement Projects. Additionally, a list of Repair and Restoration (R&R) improvements to enhance flood protection and water quality will be created with associated costs. Prioritization will be based on cost-efficiency. Recommendations would include items such as infrastructure improvements, ordinances, and other policy related items to protect the City from flooding and improve water quality.

For the purpose of this scope, the geographical area of the below tasks will be confined to the limits of the City of Port Orange at the time of the signing of this proposal.

It is Kimley-Horn's understanding that all infrastructure inventory collection and assessment has already been completed for the project limits.

The Consultant will contract directly with a surveyor for this project. Survey cost will not be included in the initial proposal. Once the survey scope of services is determined, a contract modification for the survey work will be executed.

### ***Specific Scope of Basic Services:***

#### **Task 1: Project Meetings and Administration**

- A. Kimley-Horn will attend one (1) Project Kickoff meeting with the City of Port Orange to review the project scope, schedule, project administration, communication plan, and invoicing.
- B. Kimley-Horn will prepare a meeting agenda and meeting summary notes on the topics discussed during the Project Kickoff Meeting, including any action items that were agreed to during the meeting. Kimley-Horn will submit the meeting summary notes to the City.
- C. Kimley-Horn will attend up to 18 progress meetings with the City project manager and applicable City staff and will provide summary notes on the topics discussed, including any action items that were agreed to during the meetings.

#### **Deliverables:**

- Meeting Agenda and Notes for the kickoff meeting – one (1) electronic copy in pdf format
- Meeting Notes for each progress meeting – one (1) electronic copy in pdf format

## **Task 2: Stormwater Infrastructure Inventory and Assessment**

- A. It is Kimley-Horn's understanding that all infrastructure inventory collection and assessment needed to complete the tasks in this proposal have already been compiled for the project limits and is located in an ArcGIS database maintained by the City. In the event that additional inventory collection or assessment is needed, this task (Task 2) provides budget for Kimley-Horn to make up to ten (10) site-visits to collect additional information on existing stormwater structures. The data will be collected based on the structural condition of the features utilizing a pre-determined category of conditions established by the City, as well as photographs for each feature. As part of this task, Kimley-Horn will coordinate with the City so that the City can add the additional information to the City's existing ArcGIS Database. Additional effort required to reassess or collect new structures not originally included in below estimate will be considered additional service.
- B. Kimley-Horn will analyze the City's existing stormwater infrastructure GIS inventory and will determine what additional stormwater infrastructure data is needed to complete the other tasks in this proposal (Model, CIP, R&R, etc.). Kimley-Horn will coordinate with the City's surveyor for the City to collect additional information on up to seven hundred (700) structures (inverts, pipe size, material, etc.) needed to complete the other tasks in this proposal.

### **Deliverables:**

- Provide additional data for City to incorporate into stormwater GIS from up to ten (10) site visits

## **Task 3: City Council Workshops**

- A. Kimley-Horn will conduct one (1) Stormwater Master Plan Workshop with Port Orange City Council to understand the Council Member's most critical stormwater concerns, explain the tasks and methodology to be used in the report, and to answer questions that Council Members may have concerning the project.
- B. Kimley-Horn will conduct one (1) Stormwater Master Plan Workshop at the conclusion of the project to present the results of the Stormwater Master Plan and to answer questions that Council Members may have concerning the project.
- C. As part of the Stormwater Master Plan Workshop to be conducted at the conclusion of the project, Kimley-Horn will provide to the City a three to five (3-5) minute video highlighting the results of the Stormwater Master Plan. Kimley-Horn will provide a draft of the video to the City's Project Manager and will make one (1) round of edits to the video, per the City's comments, prior to the final submittal of the video.

### **Deliverables:**

- Conduct one (1) Stormwater Master Plan Workshop with Port Orange City Council at the start of the project.
- Conduct one (1) Stormwater Master Plan Workshop with Port Orange City Council at the conclusion of the project.
- Create one (1) three to five (3-5) minute video highlighting the results of the Stormwater Master Plan

## **Task 4: Existing Conditions Model (ECM)**

- A. Kimley-Horn will coordinate with the City and SJRWMD to identify and obtain available data for the study area. This data will include existing reports/studies, permitted models, topographic data, NRCS soils, land use, NOAA rainfall data, and past flooding documentation as available.
- B. Within the areas of anticipated model refinement, Kimley-Horn will visit the field to verify general drainage patterns and drainage structures as necessary for updating the model and clarify ambiguities in collected data.
- C. Kimley-Horn will create a City-wide Existing Conditions Model (ECM) in ICPR4 to model up to three (3) design storms (i.e. 100yr/24hr, 25yr/24hr, etc.). This model will be based on the information provided from the City's current stormwater infrastructure inventory and any additional information collected in Task 2.
- D. Kimley-Horn will model a calibration event to simulate the existing conditions and will refine the model based on this review up to a total of 80 hours of effort. If additional effort is required to calibrate the model, it can be done as an additional service.

### **Deliverables:**

- One (1) City-wide Existing Conditions Model (ECM) in ICPR4 format.

## **Task 5: Renewal and Replacement (R&R) Program Development**

- A. Kimley-Horn will develop a Renewal and Replacement (R&R) Program for maintaining and replacing City-owned stormwater infrastructure throughout the City limits. This program will be in the form of a spreadsheet which will categorize, prioritize, and describe the necessary improvements/repairs that are needed.
- B. Kimley-Horn will provide a stormwater memorandum explaining the criteria used in the development of the R&R program described above in Task 5-A and a brief summary of the general condition of City-owned existing stormwater infrastructure within the City Limits.

### **Deliverables:**

- One (1) R&R Program Spreadsheet in Excel format.
- One (1) Stormwater memorandum summarizing and explaining the data provided in the R&R Program Spreadsheet

## **Task 6: Conceptual Design of Stormwater Capital Improvement Projects**

- A. Using the results from the ECM created in Task 4 and the R&R program developed in Task 5, Kimley-Horn will identify and discuss with the City locations of potential stormwater improvement projects. Kimley-Horn will also review and propose recommendations to update the City's stormwater ordinances to increase flood protection, water quality, reduction of maintenance to City, and mitigation measures for sea level rise.
- B. Based on direction received by the City, Kimley-Horn will create up to twenty (20) conceptual designs for the City to consider for future Capital Improvement Projects.
- C. Based on the findings of the water quality data review, the City will provide direction on pollutants of interest. It is anticipated pollutant loading will be based on land use and determined on a basin scale.

Deliverables:

- Up to twenty (20) preliminary layouts of potential drainage improvement projects (to be provided in final SMP as an appendix)

## **Task 7: Opinion of Probable Cost for Stormwater Capital Improvement Projects**

- A. Kimley-Horn will create an opinion of probable cost for each conceptual stormwater improvement created under Task 6. These opinions of probable cost will be refined to a planning level and are to be used for general Capital Improvement Project prioritization and planning purposes only. Unit costs will be based on historical FDOT item average cost data.

Deliverables:

- Opinion of Probable Cost for each preliminary drainage improvement layout created under Task 6 (to be provided in final SMP as an appendix)

## **Task 8: Stormwater Capital Improvement Project Decision Matrix**

- A. Kimley-Horn will develop a decision matrix summarizing the various stormwater Capital Improvement Projects developed under Task 6. The program will be in the form of a spreadsheet which will categorize, prioritize, and rank the various stormwater improvement projects developed.

Deliverables:

- One (1) Stormwater Capital Improvement Project Decision Matrix (to be provided in the final SMP as an appendix)

\*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

## **Task 9: Stormwater Master Plan Report**

- A. Based on the information collected/created in Tasks 1-8, Kimley-Horn will create a report describing the analysis used to determine the final recommend stormwater capital improvement projects. The report will include a brief discussion of model development, existing conditions of the City's stormwater infrastructure, conceptual improvement project layouts, opinions of probable costs, and the decision support matrix.
- B. Kimley-Horn will review grants that may be available for conceptual projects developed under Task 6. This will be completed more generally based on project types, rather than project by project. A description of potential grant funding sources will be included in the Stormwater Master Plan Report.

- C. Kimley-Horn will submit a draft version of the report to the City for review. Kimley-Horn will address City comments and prepare a final report for submittal to the City.

**Deliverables:**

- One (1) Draft Stormwater Master Plan Report for City review in pdf format
- One (1) Final Stormwater Master Plan Report in pdf format

**Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the City's requests, will be considered additional services and will be performed for an agreed upon fee or at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Meetings at the City's request in excess of those specifically expressed in the aforementioned tasks including public meetings.
2. Kimley-Horn will coordinate with the surveyor to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others. Cost for the survey work will be approved under a separate contract amendment.
3. Resiliency Strategy Plan to prioritize and develop appropriate strategies to reduce vulnerabilities (sea level rise, storm surge, etc.) and incorporate resiliency measures into capital improvements, operations, and maintenance practices, specifically for the City's stormwater system.
4. Project design and permitting.
5. Environmental assessments including but not limited to Phase 1 analysis, endangered species and wetland delineation.
6. Coordination with other consultants such as a peer reviewer.
7. Any services not specifically identified in the Scope of Services.
8. Preparation of application packages for FEMA FIRM Revisions.
9. Provide Permitting or Construction Plans for Permitting, SRF Submittal, Bidding, and Construction.
10. Additional calibration of created models in excess of the amount of hours allotted for calibration specifically expressed in the aforementioned tasks.
11. Additional Conceptual Designs for Stormwater CIP projects in excess of the amount of designs specifically expressed in the aforementioned tasks.
12. Additional Studies, Cost Analysis, Site Plans, Renderings, or Exhibits that may be requested by FDEP or the City to obtain funding for construction projects.



**Schedule:**

The contract start date will be the day of the approval of the Work Assignment. Tasks 1-9 are anticipated to be completed within 18 months.

**Method of Compensation:**

Kimley-Horn will perform these services for the total lump sum fee of \$489,820 inclusive of expenses. Invoices will be billed on a percent complete basis. For informational purposes a breakdown of the fee by task is as follows:

| <i>Task</i>  | <i>Description</i>                                                   | <i>Lump Sum Fee</i> |
|--------------|----------------------------------------------------------------------|---------------------|
| 1            | Project Meetings and Administration                                  | \$29,220            |
| 2            | Stormwater Infrastructure Inventory and Assessment                   | \$25,600            |
| 3            | City Council Workshops                                               | \$19,300            |
| 4            | Existing Conditions Model (ECM)                                      | \$250,520           |
| 5            | Renewal and Replacement (R&R) Program Development                    | \$54,540            |
| 6            | Conceptual Design of Stormwater Capital Improvement Projects         | \$51,320            |
| 7            | Opinion of Probable Cost for Stormwater Capital Improvement Projects | \$12,960            |
| 8            | Stormwater Capital Improvement Project Decision Matrix               | \$14,760            |
| 9            | Stormwater Master Plan Report                                        | \$31,600            |
| <b>Total</b> |                                                                      | <b>\$489,820</b>    |

**Other Special Terms:**

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.





ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Task Authorization No. 7 Page 4

  
BY: \_\_\_\_\_  
Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: 6/31/2023

KIMLEY-HORN AND ASSOCIATES, INC.

  
BY: Victor Gallo, P.E.

TITLE: Project Manager

DATE: 6/31/2023

## **PROPOSAL FOR CITY-WIDE STORMWATER MASTER PLAN UPDATE**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18th, 2022, which is incorporated herein by reference.

### ***Project Understanding***

The scope of work presented below was prepared following discussions with the City of Port Orange staff on updating the City's existing Stormwater Master Plan (SMP). The objective of the City's SMP is to analyze existing flooding and water quality issues within the City limits and to propose potential solutions that the City can consider for future Capital Improvement Projects. Additionally, a list of Repair and Restoration (R&R) improvements to enhance flood protection and water quality will be created with associated costs. Prioritization will be based on cost-efficiency. Recommendations would include items such as infrastructure improvements, ordinances, and other policy related items to protect the City from flooding and improve water quality.

For the purpose of this scope, the geographical area of the below tasks will be confined to the limits of the City of Port Orange at the time of the signing of this proposal.

It is Kimley-Horn's understanding that all infrastructure inventory collection and assessment has already been completed for the project limits.

The Consultant will contract directly with a surveyor for this project. Survey cost will not be included in the initial proposal. Once the survey scope of services is determined, a contract modification for the survey work will be executed.

### ***Specific Scope of Basic Services:***

#### **Task 1: Project Meetings and Administration**

- A. Kimley-Horn will attend one (1) Project Kickoff meeting with the City of Port Orange to review the project scope, schedule, project administration, communication plan, and invoicing.
- B. Kimley-Horn will prepare a meeting agenda and meeting summary notes on the topics discussed during the Project Kickoff Meeting, including any action items that were agreed to during the meeting. Kimley-Horn will submit the meeting summary notes to the City.
- C. Kimley-Horn will attend up to 18 progress meetings with the City project manager and applicable City staff and will provide summary notes on the topics discussed, including any action items that were agreed to during the meetings.

#### **Deliverables:**

- Meeting Agenda and Notes for the kickoff meeting – one (1) electronic copy in pdf format
- Meeting Notes for each progress meeting – one (1) electronic copy in pdf format

## **Task 2: Stormwater Infrastructure Inventory and Assessment**

- A. It is Kimley-Horn's understanding that all infrastructure inventory collection and assessment needed to complete the tasks in this proposal have already been compiled for the project limits and is located in an ArcGIS database maintained by the City. In the event that additional inventory collection or assessment is needed, this task (Task 2) provides budget for Kimley-Horn to make up to ten (10) site-visits to collect additional information on existing stormwater structures. The data will be collected based on the structural condition of the features utilizing a pre-determined category of conditions established by the City, as well as photographs for each feature. As part of this task, Kimley-Horn will coordinate with the City so that the City can add the additional information to the City's existing ArcGIS Database. Additional effort required to reassess or collect new structures not originally included in below estimate will be considered additional service.
- B. Kimley-Horn will analyze the City's existing stormwater infrastructure GIS inventory and will determine what additional stormwater infrastructure data is needed to complete the other tasks in this proposal (Model, CIP, R&R, etc.). Kimley-Horn will coordinate with the City's surveyor for the City to collect additional information on up to seven hundred (700) structures (inverts, pipe size, material, etc.) needed to complete the other tasks in this proposal.

### **Deliverables:**

- Provide additional data for City to incorporate into stormwater GIS from up to ten (10) site visits

## **Task 3: City Council Workshops**

- A. Kimley-Horn will conduct one (1) Stormwater Master Plan Workshop with Port Orange City Council to understand the Council Member's most critical stormwater concerns, explain the tasks and methodology to be used in the report, and to answer questions that Council Members may have concerning the project.
- B. Kimley-Horn will conduct one (1) Stormwater Master Plan Workshop at the conclusion of the project to present the results of the Stormwater Master Plan and to answer questions that Council Members may have concerning the project.
- C. As part of the Stormwater Master Plan Workshop to be conducted at the conclusion of the project, Kimley-Horn will provide to the City a three to five (3-5) minute video highlighting the results of the Stormwater Master Plan. Kimley-Horn will provide a draft of the video to the City's Project Manager and will make one (1) round of edits to the video, per the City's comments, prior to the final submittal of the video.

### **Deliverables:**

- Conduct one (1) Stormwater Master Plan Workshop with Port Orange City Council at the start of the project.
- Conduct one (1) Stormwater Master Plan Workshop with Port Orange City Council at the conclusion of the project.
- Create one (1) three to five (3-5) minute video highlighting the results of the Stormwater Master Plan

## **Task 4: Existing Conditions Model (ECM)**

- A. Kimley-Horn will coordinate with the City and SJRWMD to identify and obtain available data for the study area. This data will include existing reports/studies, permitted models, topographic data, NRCS soils, land use, NOAA rainfall data, and past flooding documentation as available.
- B. Within the areas of anticipated model refinement, Kimley-Horn will visit the field to verify general drainage patterns and drainage structures as necessary for updating the model and clarify ambiguities in collected data.
- C. Kimley-Horn will create a City-wide Existing Conditions Model (ECM) in ICPR4 to model up to three (3) design storms (i.e. 100yr/24hr, 25yr/24hr, etc.). This model will be based on the information provided from the City's current stormwater infrastructure inventory and any additional information collected in Task 2.
- D. Kimley-Horn will model a calibration event to simulate the existing conditions and will refine the model based on this review up to a total of 80 hours of effort. If additional effort is required to calibrate the model, it can be done as an additional service.

### **Deliverables:**

- One (1) City-wide Existing Conditions Model (ECM) in ICPR4 format.

## **Task 5: Renewal and Replacement (R&R) Program Development**

- A. Kimley-Horn will develop a Renewal and Replacement (R&R) Program for maintaining and replacing City-owned stormwater infrastructure throughout the City limits. This program will be in the form of a spreadsheet which will categorize, prioritize, and describe the necessary improvements/repairs that are needed.
- B. Kimley-Horn will provide a stormwater memorandum explaining the criteria used in the development of the R&R program described above in Task 5-A and a brief summary of the general condition of City-owned existing stormwater infrastructure within the City Limits.

### **Deliverables:**

- One (1) R&R Program Spreadsheet in Excel format.
- One (1) Stormwater memorandum summarizing and explaining the data provided in the R&R Program Spreadsheet

## **Task 6: Conceptual Design of Stormwater Capital Improvement Projects**

- A. Using the results from the ECM created in Task 4 and the R&R program developed in Task 5, Kimley-Horn will identify and discuss with the City locations of potential stormwater improvement projects. Kimley-Horn will also review and propose recommendations to update the City's stormwater ordinances to increase flood protection, water quality, reduction of maintenance to City, and mitigation measures for sea level rise.
- B. Based on direction received by the City, Kimley-Horn will create up to twenty (20) conceptual designs for the City to consider for future Capital Improvement Projects.
- C. Based on the findings of the water quality data review, the City will provide direction on pollutants of interest. It is anticipated pollutant loading will be based on land use and determined on a basin scale.

Deliverables:

- Up to twenty (20) preliminary layouts of potential drainage improvement projects (to be provided in final SMP as an appendix)

## **Task 7: Opinion of Probable Cost for Stormwater Capital Improvement Projects**

- A. Kimley-Horn will create an opinion of probable cost for each conceptual stormwater improvement created under Task 6. These opinions of probable cost will be refined to a planning level and are to be used for general Capital Improvement Project prioritization and planning purposes only. Unit costs will be based on historical FDOT item average cost data.

Deliverables:

- Opinion of Probable Cost for each preliminary drainage improvement layout created under Task 6 (to be provided in final SMP as an appendix)

## **Task 8: Stormwater Capital Improvement Project Decision Matrix**

- A. Kimley-Horn will develop a decision matrix summarizing the various stormwater Capital Improvement Projects developed under Task 6. The program will be in the form of a spreadsheet which will categorize, prioritize, and rank the various stormwater improvement projects developed.

Deliverables:

- One (1) Stormwater Capital Improvement Project Decision Matrix (to be provided in the final SMP as an appendix)

\*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

## **Task 9: Stormwater Master Plan Report**

- A. Based on the information collected/created in Tasks 1-8, Kimley-Horn will create a report describing the analysis used to determine the final recommend stormwater capital improvement projects. The report will include a brief discussion of model development, existing conditions of the City's stormwater infrastructure, conceptual improvement project layouts, opinions of probable costs, and the decision support matrix.
- B. Kimley-Horn will review grants that may be available for conceptual projects developed under Task 6. This will be completed more generally based on project types, rather than project by project. A description of potential grant funding sources will be included in the Stormwater Master Plan Report.

- C. Kimley-Horn will submit a draft version of the report to the City for review. Kimley-Horn will address City comments and prepare a final report for submittal to the City.

**Deliverables:**

- One (1) Draft Stormwater Master Plan Report for City review in pdf format
- One (1) Final Stormwater Master Plan Report in pdf format

**Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the City's requests, will be considered additional services and will be performed for an agreed upon fee or at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Meetings at the City's request in excess of those specifically expressed in the aforementioned tasks including public meetings.
2. Kimley-Horn will coordinate with the surveyor to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others. Cost for the survey work will be approved under a separate contract amendment.
3. Resiliency Strategy Plan to prioritize and develop appropriate strategies to reduce vulnerabilities (sea level rise, storm surge, etc.) and incorporate resiliency measures into capital improvements, operations, and maintenance practices, specifically for the City's stormwater system.
4. Project design and permitting.
5. Environmental assessments including but not limited to Phase 1 analysis, endangered species and wetland delineation.
6. Coordination with other consultants such as a peer reviewer.
7. Any services not specifically identified in the Scope of Services.
8. Preparation of application packages for FEMA FIRM Revisions.
9. Provide Permitting or Construction Plans for Permitting, SRF Submittal, Bidding, and Construction.
10. Additional calibration of created models in excess of the amount of hours allotted for calibration specifically expressed in the aforementioned tasks.
11. Additional Conceptual Designs for Stormwater CIP projects in excess of the amount of designs specifically expressed in the aforementioned tasks.
12. Additional Studies, Cost Analysis, Site Plans, Renderings, or Exhibits that may be requested by FDEP or the City to obtain funding for construction projects.



**Schedule:**

The contract start date will be the day of the approval of the Work Assignment. Tasks 1-9 are anticipated to be completed within 18 months.

**Method of Compensation:**

Kimley-Horn will perform these services for the total lump sum fee of \$489,820 inclusive of expenses. Invoices will be billed on a percent complete basis. For informational purposes a breakdown of the fee by task is as follows:

| <i>Task</i>  | <i>Description</i>                                                   | <i>Lump Sum Fee</i> |
|--------------|----------------------------------------------------------------------|---------------------|
| 1            | Project Meetings and Administration                                  | \$29,220            |
| 2            | Stormwater Infrastructure Inventory and Assessment                   | \$25,600            |
| 3            | City Council Workshops                                               | \$19,300            |
| 4            | Existing Conditions Model (ECM)                                      | \$250,520           |
| 5            | Renewal and Replacement (R&R) Program Development                    | \$54,540            |
| 6            | Conceptual Design of Stormwater Capital Improvement Projects         | \$51,320            |
| 7            | Opinion of Probable Cost for Stormwater Capital Improvement Projects | \$12,960            |
| 8            | Stormwater Capital Improvement Project Decision Matrix               | \$14,760            |
| 9            | Stormwater Master Plan Report                                        | \$31,600            |
| <b>Total</b> |                                                                      | <b>\$489,820</b>    |

**Other Special Terms:**

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.



ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

A blue ink signature of Hao T. Chau, written in a cursive style.

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: 6/31/2023

KIMLEY-HORN AND ASSOCIATES, INC.

A blue ink signature of Victor Gallo, written in a cursive style.

BY: Victor Gallo, P.E.

TITLE: Project Manager

DATE: 6/31/2023





## CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

### 1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer'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 Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer 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 both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, 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. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer 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 Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations 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 Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization 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.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
  - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
  - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
  - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.



- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
  - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
    - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
    - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
  - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

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

(b) The Engineer 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 Engineer 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.

16. Public Records Compliance Engineer 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer 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 Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

**ENGINEER QUESTIONS RELATING TO ENGINEER'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](mailto:CITYCLERK@PORT-ORANGE.ORG).**

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer 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 Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer'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. Engineer may use leased employees if the Engineer 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 Engineer 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. Engineer 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.

Engineer 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 Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer 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 Engineer 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 Engineer 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.

| <b>Standard Insurance Requirements</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                      |                                                               |                                                                                                                                                                                                                                               |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | <b>Insurance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Standards</b>                                                                                                                     |                                                               | <b>Additional Requirements</b>                                                                                                                                                                                                                |
| <input checked="" type="checkbox"/>    | <u>Workers' Compensation</u><br>The Engineer 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. <b>The City will not accept elective exemptions.</b> Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A). | <u>Contract Amount</u><br>Up to \$10 million<br>\$10 - \$20 million<br><br>Contracts over \$20 million To Be Determined by the City. | <u>Limits</u><br>Statutory/\$500,000<br>Statutory/\$1,000,000 | <input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required. |

|                                          |                                                                                                     |                                                                                                                                                                            |                                                                                                                                                                                                                                                                        |
|------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/>      | Comprehensive General Liability (including Completed Operations and Contractual Liability)          | Limits: Combined Single Limit Bodily Injury and Property damage<br>\$1,000,000 occurrence<br>\$1,000,000 aggregate                                                         | <input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Engineer 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. |
| <input checked="" type="checkbox"/>      | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | Limits: Auto Liability Bodily Injury and Property Damage:<br>\$1,000,000 each occurrence<br>\$1,000,000 aggregate                                                          |                                                                                                                                                                                                                                                                        |
| <b>Additional Insurance Requirements</b> |                                                                                                     |                                                                                                                                                                            |                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Property Insurance Builders Risk.<br><br>Additional Coverage:                                       | Limits: Buildings - Completed value of Contract.<br><br>"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.                                                                                                      |
| <input checked="" type="checkbox"/>      | Professional Liability                                                                              | Limits: Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Installation Floater (IT)                                                                           | Limits: Coverage - \$ To be determined.                                                                                                                                    |                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Engineer Pollution Liability                                                                        | Limits: Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                                                                                                                        |
| <input checked="" type="checkbox"/>      | Errors and Omissions                                                                                | Limits: Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Umbrella Policy                                                                                     | Limits: Coverage - \$ To be determined.                                                                                                                                    |                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Payment and Performance Bond Required                                                               | Limits: Coverage - Equal to amount of Contract.                                                                                                                            |                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | City Manager waives Payment and Performance Bond for work under \$25,000.00.                        |                                                                                                                                                                            |                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/>                 | Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.    |                                                                                                                                                                            |                                                                                                                                                                                                                                                                        |

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

19. 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.

20. Liability for Loss or Damage

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

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

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Engineer 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 Engineer 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 Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer 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.

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

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

**LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

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

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

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

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

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

Engineer: ~~Kimley-Horn and Associates, Inc.  
Attention: Brian A. Good, Director  
421 Fayetteville Street  
Suite 600  
Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President  
189 South Orange Avenue  
Suite 1000  
Orlando, Florida 32801  
(407) 898-1511 – Telephone  
(561) 863-8175 – Facsimile

~~Wayne.White@kimley-horn.com~~ jonathan.thigpen@kimley-horn.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,



from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. 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, Engineer 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 Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer 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) Engineer'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 Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. Contract Construction

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

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

***[Remainder of this page intentionally left blank]***

Witnesses:

Nicole McConnell  
Printed Name: NICOLE MCCONNELL

Tucker Hunter  
Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jonathan D. Thigpen  
Jonathan D. Thigpen, Senior Vice President

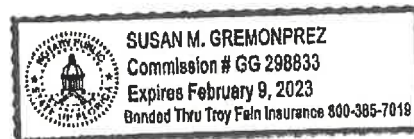
*If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.*

Date: January 7, 2022

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7<sup>th</sup> day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.

Susan M. Gremonprez  
Notary Public, State of Florida  
*Printed, typed or stamped name, commission and expiration:*



Witnesses:

CITY OF PORT ORANGE

Printed Name: Samie Miller

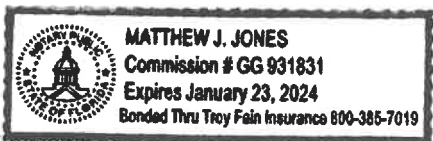
By: Donald O. Burnette  
Donald O. Burnette, Mayor

Printed Name: Matt Jones

Date: 1/18/2022

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.



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

Witnesses:

ATTEST:

Printed Name: Samie Miller



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

Printed Name: Matt Jones

Date: 1/18/2022

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



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

## EXHIBIT “1”

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages



# **KIMLEY HORN AND ASSOCIATES** **SCHEDULE OF HOURLY BILLING RATES**

| <b>Labor Position/Classification Level</b> | <b>Hourly Rate</b> |
|--------------------------------------------|--------------------|
| Principal                                  | \$300.00           |
| Senior Project Manager                     | \$230.00           |
| Project Manager                            | \$190.00           |
| Senior Project Engineer                    | \$210.00           |
| Project Engineer                           | \$170.00           |
| Analyst 3                                  | \$145.00           |
| Analyst 2                                  | \$125.00           |
| Analyst 1                                  | \$115.00           |
| Senior Environmental Scientist             | \$185.00           |
| Environmental Scientist                    | \$130.00           |
| GIS Analyst                                | \$130.00           |
| Grants Coordinator                         | \$175.00           |
| Sr CAD Designer                            | \$185.00           |
| CAD Designer                               | \$150.00           |
| CAD Technician                             | \$110.00           |
| Administrative                             | \$95.00            |
| Clerical                                   | \$75.00            |

**Notes:**

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

### **SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS**

#### **SCOPE OF SERVICES**

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
  - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
  - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
  - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
    - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
    - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
  - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
  - Engineering analysis/design and permitting of capital improvement projects, and
  - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
  - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
  - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
  - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

**[End of Scope of Services - Remainder of this page left intentionally blank]**

## EXHIBIT "2"

### Task Authorization Template

Consisting of 4 Pages

**TASK AUTHORIZATION NO. \_\_\_\_**

**Master Contract for Services dated \_\_\_\_\_  
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer 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. Engineer shall complete the services to be provided herein within \_\_\_\_\_ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, 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, Engineer 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 Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer 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) Engineer'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 Engineer 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. 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 Engineer 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:

**KIMLEY-HORN AND ASSOCIATES, INC.**

Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
Jonathan D. Thigpen, Senior Vice President

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses:

CITY OF PORT ORANGE

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Donald Burnette, Mayor or  
Wayne Clark, City Manager

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witnesses:

ATTEST:

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Robin L. Fenwick, MMC, City Clerk

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7g) Approval of a Standard Contract for Services with Applied Aquatic Management Inc. for Aquatic Plant Management

**DEPARTMENT:** Public Works

**GOAL:** 2 - Infrastructure

---

**RECOMMENDED MOTION:** Move to approve a Standard Contract for Services with Applied Aquatic Management, Inc. for an amount not to exceed \$65,088.70, annually, and authorize Mayor and City Clerk to execute all necessary documents.

---

**SUMMARY:** ITB No. 18-19 for Aquatic Plant Management Services was awarded to Applied Aquatic Management Inc. on November 2, 2018. The initial term of the contract is two years with three optional, one-year renewals. The third renewal term will expire on October 1, 2023.

On May 3, 2023, staff requested quotes for aquatic plant management. Included was the scope of work and a map of the areas to be serviced. The contract terms offered are two years on the initial contract with three, one-year renewal options, contract services to begin October 2, 2023.

- Applied Aquatic Management Inc. provided a quote of \$65,088.70 and met all the requirements.
- Aquatic Weed Control, Inc. was unable to provide the necessary insurance or testing services, they were deemed non-responsive.
- Southern Aquatic Management did not provide a quote within the allowed time, so they were also deemed non-responsive.

Staff recommends the Standard Contract for Services be awarded to Applied Aquatic Management as the low bidder as well as a known and respected vendor in the City.

**PRESENTER:** Tom DiEulio

---

**ATTACHMENTS:**

|    |                                                                                                           |                                                                                                               |
|----|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 1. | Applied Aquatic Management, Inc.<br>Standard Contract for Services - RFQ<br>Aquatic Plant Management, Inc | Applied Aquatic Management, Inc.<br>Standard Contract for Services - RFQ<br>Aquatic Plant Management, Inc.pdf |
|----|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|



|    |                                                                    |                                                                         |
|----|--------------------------------------------------------------------|-------------------------------------------------------------------------|
| 2. | RFQ email solicitation                                             | RFQ email solicitation.pdf                                              |
| 3. | Scope Aquatic Plant Management revised ver3                        | Scope Aquatic Plant Management revised ver3.docx                        |
| 4. | Request for Quote Pricing Form - Aquatic Plant Management Services | Request for Quote Pricing Form - Aquatic Plant Management Services.xlsx |
| 5. | AquaticTreatment Areas Map                                         | AquaticTreatment Areas Map.pdf                                          |
| 6. | Applied Aquatic to Port Orange Executed Quote                      | Applied Aquatic to Port Orange Executed Quote.pdf                       |
| 7. | Applied Aquatic to Port Orange Executed Bid - email                | Applied Aquatic to Port Orange Executed Bid - email.pdf                 |
| 8. | Aquatic Weed Control Inc - email - no quote                        | Aquatic Weed Control Inc - email - no quote.pdf                         |

Denyce Frey  
 Tom DiEulio  
 John McKinney  
 Matthew Jones  
 Wayne Clark  
 Tracee Cody

Created/Initiated - 7/5/2023  
 Approved - 7/6/2023  
 Approved - 7/13/2023  
 Approved - 7/21/2023  
 Approved - 7/25/2023  
 Final Approval - 7/25/2023



## 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 **APPLIED AQUATIC MANAGEMENT, INC.** ("Contractor"), a Florida corporation whose principal address is 4305 Bomber Road, Bartow, Florida 33830. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Aquatic Plant Management Services, as more specifically described in Request for Quote ("RFQ") dated May 3, 2023, City Scope of Services, City Map of Areas, and Contractors Unit Pricing Response. This Contract together with RFQ, 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, City's Scope of Work, City Map of Areas, and Contractors Unit Pricing Response are attached hereto as Exhibit "1." A complete copy of all RFQ documents are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall commence on October 2, 2023 and continue for a period of two (2) years ("Term").

Renewals: This Contract may be renewed for up to three (3) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a 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 Sixty-Five Thousand Eighty-Eight and

70/100 Dollars (\$65,088.70) 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 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](mailto: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                                                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> | <u>Workers' Compensation</u><br>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. <b>The City will not accept elective exemptions.</b> Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit. | <u>Contract Amount</u><br>Up to \$10 million<br>\$10 - \$20 million                                                       | <u>Limits</u><br>Statutory/\$500,000<br>Statutory/\$1,000,000<br><br>Contracts over \$20 million To Be Determined by the City. | <input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.                            |
| <input checked="" type="checkbox"/> | Comprehensive General Liability (including Completed Operations and Contractual Liability)                                                                                                                                                                                                                                                                                                                                                                                 | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage<br>\$1,000,000 occurrence<br>\$1,000,000 aggregate |                                                                                                                                | <input type="checkbox"/> 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. |

|                                          |                                                                                                     |                                                                                                                                                                                   |                                                                                                                                                                   |
|------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/>      | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | <u>Limits:</u> Auto Liability Body Injury and Property Damage:<br>\$1,000,000 each occurrence<br>\$1,000,000 aggregate                                                            |                                                                                                                                                                   |
| <b>Additional Insurance Requirements</b> |                                                                                                     |                                                                                                                                                                                   |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Property Insurance Builders Risk.<br><br><u>Additional Coverage:</u>                                | <u>Limits:</u> Buildings - Completed value of Contract.<br><br>"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. |
| <input type="checkbox"/>                 | Professional Liability                                                                              | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Installation Floater (IT)                                                                           | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Contractor Pollution Liability                                                                      | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Errors and Omissions                                                                                | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Umbrella Policy                                                                                     | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>                 | Payment and Performance Bond Required                                                               | <u>Limits:</u> Coverage - Equal to amount of Contract.                                                                                                                            |                                                                                                                                                                   |
| <input type="checkbox"/>                 | <b>City Manager waives Payment and Performance Bond for work under \$100,000.00.</b>                |                                                                                                                                                                                   |                                                                                                                                                                   |
| <input type="checkbox"/>                 | <b>Unless otherwise required by law, City Manager waives Insurance for FOB goods.</b>               |                                                                                                                                                                                   |                                                                                                                                                                   |

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<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                                                                                                                    |
| Copy to:    | City of Port Orange<br>Attention: Thomas DiEulio, Public Works Director<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5592                                                                                                                                           |
| Contractor: | Applied Aquatic Management, Inc.<br>Attention: Paul C. Meyers, Jr., President<br>4305 Bomber Road<br>Bartow, Florida 33830<br>(800) 408-8882 – Telephone<br><a href="mailto:Telly@appliedaquaticmgmt.com">Telly@appliedaquaticmgmt.com</a><br><br>P.O. Box 1469<br>Eagle Lake, Florida 33839 |

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:

**APPLIED AQUATIC MANAGEMENT, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

**Paul C Meyers, Jr., President**

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

Date: \_\_\_\_\_

**CITY OF PORT ORANGE**

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

## EXHIBIT “1”

Contractor's Quote, City's Scope of Services and Map of Areas

Consisting of 6 Pages



## REQUEST FOR QUOTE

### CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

Complete all fields shaded in green. All other fields will be automatically calculated.

|                                              |                                                                      |
|----------------------------------------------|----------------------------------------------------------------------|
| NAME OF BUSINESS: Applied Aquatic Management |                                                                      |
| CONTACT PERSON: Telly R. Smith               |                                                                      |
| EMAIL ADDRESS: Telly@appliedaquaticmgmt.com  |                                                                      |
| AUTHORIZED SIGNATURE: Telly Smith            | Digitally signed by Telly Smith<br>Date: 2023.06.05 12:58:48 -04'00' |

This document must be completed and returned with your Submittal

| TREATMENT AREA                                                                                                         | APPROX. ACREAGE | # OF ANNUAL VISITS | TREATMENT SCHEDULE                  | UNIT COST | ANNUAL COST |
|------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------|-------------------------------------|-----------|-------------|
| AUTUMN TRAIL                                                                                                           | 1.15            | 10                 | No treatments Dec. or Feb.          | \$ 48.10  | \$ 481.00   |
| CROSS CREEK/SECRET RIVER TRAIL                                                                                         | 1.42            | 12                 | Monthly                             | \$ 49.49  | \$ 593.88   |
| HIDDEN LAKES/HIDDEN LAKES DRIVE                                                                                        | 6.00            | 10                 | No treatments Dec. or Feb.          | \$ 252.96 | \$ 2,529.60 |
| WILLOW RUN SUB./THOMASINA DR                                                                                           | 0.15            | 10                 | No treatments Dec. or Feb.          | \$ 6.27   | \$ 62.70    |
| WILLOW RUN SUB./TRACY DR                                                                                               | 0.10            | 6                  | May, July, Sept, Nov, Jan, March    | \$ 6.97   | \$ 41.82    |
| WILLOW RUN SUB./HARMS WAY                                                                                              | 0.25            | 6                  | May, July, Sept, Nov, Jan, March    | \$ 17.42  | \$ 104.52   |
| SOUTHERN OAKS/SQUIRREL NEST LANE                                                                                       | 0.10            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 4.07   | \$ 65.12    |
| GATEWOOD/OAK FOREST CIRCLE                                                                                             | 0.15            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 6.10   | \$ 97.60    |
| FOXBORO/MILES DRIVE                                                                                                    | 1.00            | 24                 | Twice monthly                       | \$ 17.42  | \$ 418.08   |
| DEEP FOREST & FOXBORO/SANDLEWOOD DR                                                                                    | 1.20            | 24                 | Twice monthly                       | \$ 20.91  | \$ 501.84   |
| FOXBORO/CROWN LANE                                                                                                     | 0.50            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 20.33  | \$ 325.28   |
| THE SETTINGS/ALSTRUM DRIVE                                                                                             | 0.40            | 12                 | Monthly                             | \$ 13.94  | \$ 167.28   |
| BENT OAKS/WHIPPOORWILL DR                                                                                              | 0.20            | 12                 | Monthly                             | \$ 6.97   | \$ 83.64    |
| LONE OAK/LONE OAK DRIVE                                                                                                | 3.00            | 12                 | Monthly                             | \$ 104.56 | \$ 1,254.72 |
| CENTRAL PARK/CENTRAL PARK BLVD.                                                                                        | 3.50            | 12                 | Monthly                             | \$ 122.00 | \$ 1,464.00 |
| CENTRAL PARK DITCH                                                                                                     | 1.33            | 12                 | Monthly                             | \$ 46.36  | \$ 556.32   |
| WINTER PARK/PELHAM DR                                                                                                  | 0.67            | 12                 | Monthly                             | \$ 23.35  | \$ 280.20   |
| FALCON CREST/CHAMPAGNE CIRCLE                                                                                          | 0.40            | 12                 | Monthly                             | \$ 13.94  | \$ 167.28   |
| CITY HALL/CITY CENTER CIRCLE                                                                                           | 3.00            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 122.00 | \$ 1,952.00 |
| AMBER VILLAGE/AMBER CIRCLE                                                                                             | 0.10            | 6                  | May, July, Sept, Nov, Jan, March    | \$ 6.97   | \$ 41.82    |
| FIRE STATION #5                                                                                                        | 0.60            | 12                 | Monthly                             | \$ 20.92  | \$ 251.04   |
| JACKSON STREET PARK                                                                                                    | 5.20            | 16                 | Monthly, 2x in June, Jul, Aug, Sept | \$ 211.46 | \$ 3,383.36 |
| FIRE STATION #2                                                                                                        | 0.30            | 12                 | Monthly                             | \$ 10.46  | \$ 125.52   |
| MONROE DITCH                                                                                                           | 0.12            | 12                 | Monthly                             | \$ 4.18   | \$ 50.16    |
| MONROE STREET                                                                                                          | 0.25            | 12                 | Monthly                             | \$ 8.71   | \$ 104.52   |
| LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD (UTILITIES) | 3.44            | 12                 | Monthly                             | \$ 120.91 | \$ 1,450.92 |
| GARNESY WATER PLANT POND (UTILITIES)                                                                                   | 0.37            | 12                 | Monthly                             | \$ 12.90  | \$ 154.80   |
| BAYWOOD AVE                                                                                                            | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| SOUTHWINDS                                                                                                             | 4.00            | 12                 | Monthly                             | \$ 139.42 | \$ 1,673.04 |
| NIXON LANE                                                                                                             | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| CANALVIEW BLVD                                                                                                         | 2.00            | 12                 | Monthly                             | \$ 69.72  | \$ 836.64   |
| SUGAR GROVE/SUGAR GROVE COURT                                                                                          | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| BUSCHMAN PARK                                                                                                          | 5.40            | 12                 | Monthly                             | \$ 17.65  | \$ 211.80   |
| ORANGE BLVD                                                                                                            | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| SPRUCE CREEK RD @ ACORN LN                                                                                             | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| FIRE STATION #4 (AIRPORT RD)                                                                                           | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| COMMONWEALTH/WESTRIDGE                                                                                                 | 0.50            | 12                 | Monthly                             | \$ 17.43  | \$ 209.16   |
| NOVA ROAD POND #1 (2 PONDS)                                                                                            | 0.50            | 12                 | Monthly                             | \$ 17.43  | \$ 209.16   |
| NOVA ROAD POND #2                                                                                                      | 5.00            | 12                 | Monthly                             | \$ 174.28 | \$ 2,091.36 |
| NOVA ROAD POND #3 (2 PONDS)                                                                                            | 6.00            | 12                 | Monthly                             | \$ 209.14 | \$ 2,509.68 |
| NOVA ROAD POND #4                                                                                                      | 12.00           | 12                 | Monthly                             | \$ 418.27 | \$ 5,019.24 |

| TREATMENT AREA                                             | APPROX. ACREAGE | # OF ANNUAL VISITS | TREATMENT SCHEDULE      | UNIT COST           | ANNUAL COST        |
|------------------------------------------------------------|-----------------|--------------------|-------------------------|---------------------|--------------------|
| NOVA ROAD POND #5                                          | 3.50            | 12                 | Monthly                 | \$ 122.00           | \$ 1,464.00        |
| HIDDEN VILLAGE                                             | 0.15            | 12                 | Monthly                 | \$ 5.23             | \$ 62.76           |
| COMMONWEALTH/FREDERICK                                     | 0.50            | 12                 | Monthly                 | \$ 17.43            | \$ 209.16          |
| RENEGADE LANE DITCH                                        | 0.30            | 12                 | Monthly                 | \$ 10.46            | \$ 125.52          |
| FARMBROOK RETENTION POND                                   | 0.70            | 12                 | Monthly                 | \$ 24.40            | \$ 292.80          |
| DEVON STREET RETENTION POND                                | 0.33            | 12                 | Monthly                 | \$ 11.50            | \$ 138.00          |
| ALL CANAL SECTIONS COMBINED                                | 28.00           | 12                 | Monthly                 | \$ 975.96           | \$ 11,711.52       |
| SOUTHPORT RETENTION                                        | 0.79            | 12                 | Monthly                 | \$ 27.54            | \$ 330.48          |
| SLEEPY HOLLOW RETENTION POND                               | 1.75            | 12                 | Monthly                 | \$ 61.00            | \$ 732.00          |
| SUMMERTREES RD TETENTION POND                              | 0.33            | 12                 | Monthly                 | \$ 11.50            | \$ 138.00          |
| AIRPORT ROAD RETENTION POND                                | 0.95            | 12                 | Monthly                 | \$ 33.11            | \$ 397.32          |
| DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD) | 0.20            | 12                 | Monthly                 | \$ 6.97             | \$ 83.64           |
| WEST BAYSHORE DR RETENTION POND                            | 0.80            | 12                 | Monthly                 | \$ 27.89            | \$ 334.68          |
| CAUSEWAY FDOT POND                                         | 0.15            | 12                 | Monthly                 | \$ 5.23             | \$ 62.76           |
| CORACI SPRT COMPLEX POND #1                                | 2.21            | 12                 | Monthly                 | \$ 77.03            | \$ 924.36          |
| CORACI SPRT COMPLEX POND #2                                | 1.25            | 12                 | Monthly                 | \$ 43.57            | \$ 522.84          |
| CORACI SPRT COMPLEX DITCH                                  | 1280 feet       | 12                 | Monthly                 | \$ 15.34            | \$ 184.08          |
| GOLF COURSE LAKES (21 total)                               | 21.00           | 24                 | Twice Monthly Each Lake | \$ 366.99           | \$ 8,807.76        |
| D-1 DITCH/GOLF COURSE                                      | 1050 feet       | 12                 | Monthly                 | \$ 12.55            | \$ 150.60          |
| PD SHOOTING RANGE (2 PONDS)                                | 12.00           | 12                 | Monthly                 | \$ 418.27           | \$ 5,019.24        |
| NOVA PUBLIX SHOPPING PLAZA DITCH                           | 837 feet        | 12                 | Monthly                 | \$ 10.46            | \$ 125.52          |
| POLICE DEPARTMENT POND                                     | 1.20            | 12                 | Monthly                 | \$ 41.83            | \$ 501.96          |
| OAK STREET POND                                            | 0.65            | 12                 | Monthly                 | \$ 22.66            | \$ 271.92          |
| FOX PLACE POND                                             | 0.19            | 12                 | Monthly                 | \$ 6.63             | \$ 79.56           |
| RIVERWALK PARK (2 PONDS)                                   | 1.05            | 12                 | Monthly                 | \$ 36.60            | \$ 439.20          |
|                                                            |                 |                    |                         | <b>TOTAL QUOTE:</b> | <b>\$65,088.70</b> |



## **Aquatic Plant Management Services**

### **Request for Quotes**

#### **SECTION 3 – SCOPE OF WORK**

1. Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plan for each location, according to type of waterbody, are required to control and maintain submersed weeds, floating and immersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.
2. All chemicals used to treat the retention areas under this contract MUST be registered and approved by the Department of Environmental Protection. Each contractor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.
3. Contractor shall specify all types of chemicals used and the manufacturer's product guarantees the company usage in the treatment of all areas covered under this contract.
4. Contractor must provide a list of equipment to be used for the services outlined in this scope of work to be eligible for the award.
5. Upon request by the City, the Contractor awarded this contract must utilize an approved laboratory to test for the following:  
Dissolved Oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity,  
Clarity, Chloride, Water level, pH level (units), Phosphate, Nitrate and  
Hardness.

The results of tests performed must be submitted to the city and contractor is responsible for any costs associated with testing.

6. Should the City deem further testing necessary, the contractor will be required to obtain State certified tests at their expense to diagnose the problem so that a remedy can be reached, and exact knowledge of the cause can be ascertained.
7. The contractor awarded this contract must submit a monthly report (city will provide form) that shows a summary of the condition of each lake, canal, ditch, and retention pond covered under this contract and the date treatment was administered (see "report example" attached here). Payment to the contractor for services provided under this contract will be made monthly; however, payment will not be processed until the monthly report has been submitted by the contractor and reviewed by city staff.
8. The contractor will be responsible for all transportation and storage of chemicals. No chemicals will be stored on city property.
9. PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the quote submittal sheet are approximations only. It is recommended that each contractor visit each location to be treated prior to submitting his or her quote.

**\* Canal Sections Location Descriptions are attached below. Use this as a reference for some areas that are difficult to locate.**

## CANAL SECTIONS

| AREA                                                                                      | LOCATION DESCRIPTION                                                     |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>B-19 Basin</b>                                                                         |                                                                          |
| Willow Run                                                                                | South side of Willow Run Boulevard est. 3.25 ac                          |
| Willow Run (north side)                                                                   | From Chardonnay to B-19 Canal est. 3.03 ac                               |
| Horizon Canal                                                                             | South side of Willow Run I-95 to B-19 Canal est. 3.85 ac                 |
| <b>Cambridge Basin</b>                                                                    |                                                                          |
| Foxboro Canal                                                                             | Foxboro Retention (Miles Drive to Taylor Road) est. 2.74 ac              |
| Cambridge Canal                                                                           | Taylor Road to Rose Bay est. 8.32 ac                                     |
| Deep Forest Canal                                                                         | Nova Road to Timberwood Drive est. .89 ac                                |
| Hensel Hill Canal                                                                         | Hensel Hill east to Taylor Road est. .72 ac                              |
| <b>Halifax Basin</b>                                                                      |                                                                          |
| Sleepy Hollow Canal                                                                       | Sleepy Hollow sub., north side (Publix to Shallowbrook) est. 1.03 ac     |
| Sanders Road Canal                                                                        | Spruce Creek Road to Halifax Canal est. .48 ac                           |
| City Hall                                                                                 | Pop-off canal, east of gymnasium est. .19 ac                             |
| <b>Reed Canal Basin</b>                                                                   |                                                                          |
| Madeline Ditch                                                                            | From Sugar House Drive to Nova Road (both sides of roadway) est. 1.48 ac |
| <b>Riverwood Basin</b>                                                                    |                                                                          |
| Spruce Creek Road Ditch                                                                   | From Cove Court to Golden Pond est. .54 ac                               |
| Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road est. total 1.16 ac |                                                                          |
| <b>River Font Basin</b>                                                                   |                                                                          |
| Fox Place Canal                                                                           | West end of Fleming to Public Works yard est. .31 ac                     |

**Aquatic Plant Management Services**

**Request for Quotes**

**SECTION 3 – SCOPE OF WORK**

A blank reporting form will be provided to contractor awarded bid. The report form must be completed by the contractor each month after the site visit, and it needs to provide information such as shown below in the example.

City of Port Orange

Monthly Report for: January 2023

| Treatment Area                          | Treatment Schedule                 | Date of Treatment | Condition | Notes / Concerns                 |
|-----------------------------------------|------------------------------------|-------------------|-----------|----------------------------------|
| 1. Autumn Trail / Brandy Hills subs.    | Monthly except Dec./Feb.           | 1/09/23           | Good      | No notes of concern              |
| 2. Cross Creek sub., Secret River Trail | Monthly                            | 1/09/23           | Good      | No notes of concern              |
| 2A Littoral Zone                        | May, July, Sept., Nov., Jan, March | 1/09/23           | Good      | No notes of concern              |
| 3. Hidden Lakes sub., Hidden Lake Dr.   | Monthly except Dec./Feb.           | 1/09/23           | Fair      | May need add'l visit (algae)     |
| 4. Willow Run sub., Thomasina Drive     | Monthly except Dec./Feb            | 1/09/23           | Good      | No notes of concern              |
| 5. Willow Run sub., Tracy Drive         | May, July, Sept., Nov., Jan, March | 1/09/23           | Good      | Improved from last month (algae) |
| 6. Willow Run sub., Harms Way           | May, July, Sep ., Nov., Jan, March | 1/09/23           | Good      | No notes of concern              |

Reports must show date area visited, note "condition" and list areas of concern (if any).

EXAMPLE



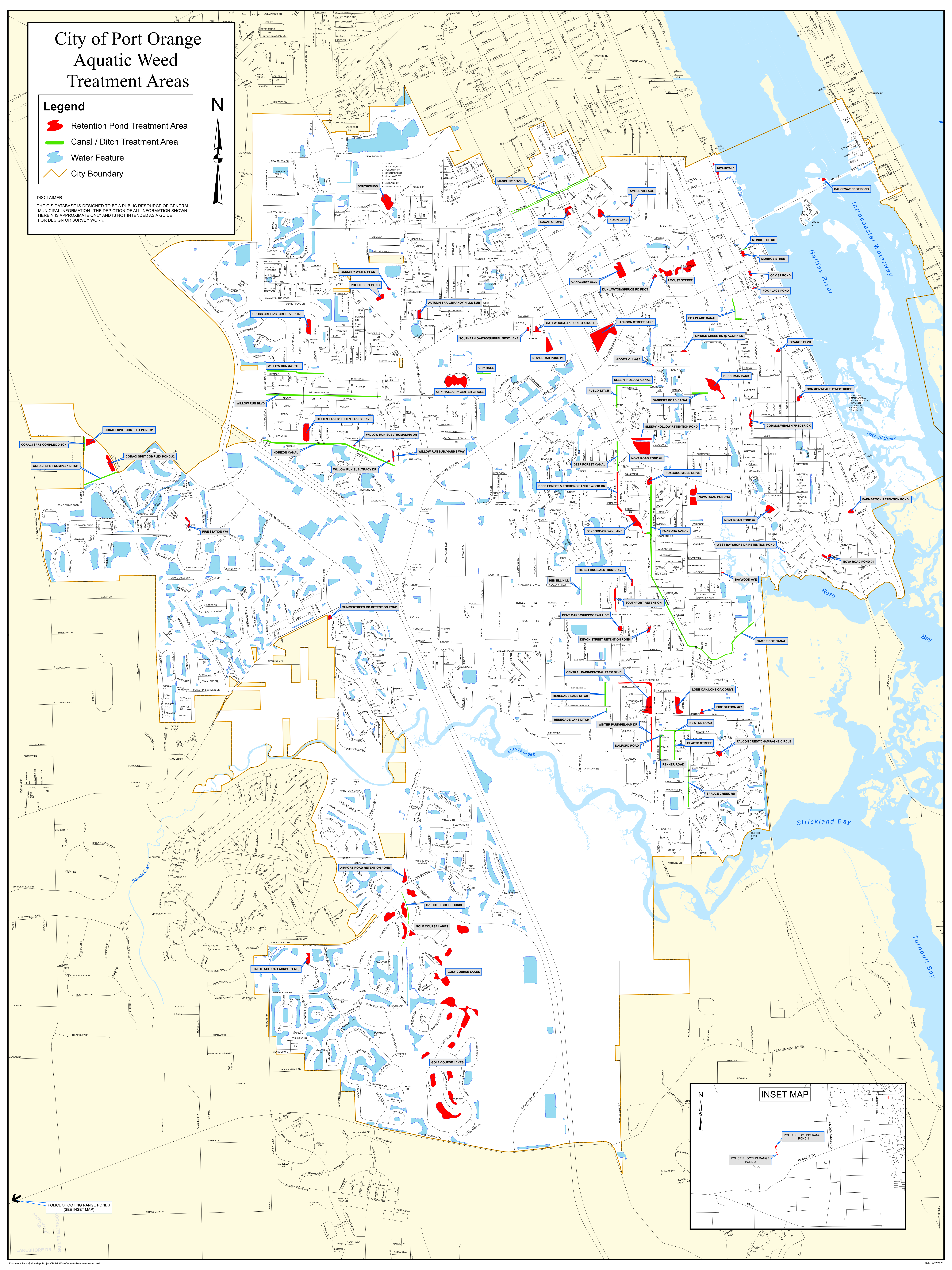
# City of Port Orange Aquatic Weed Treatment Areas

## Legend

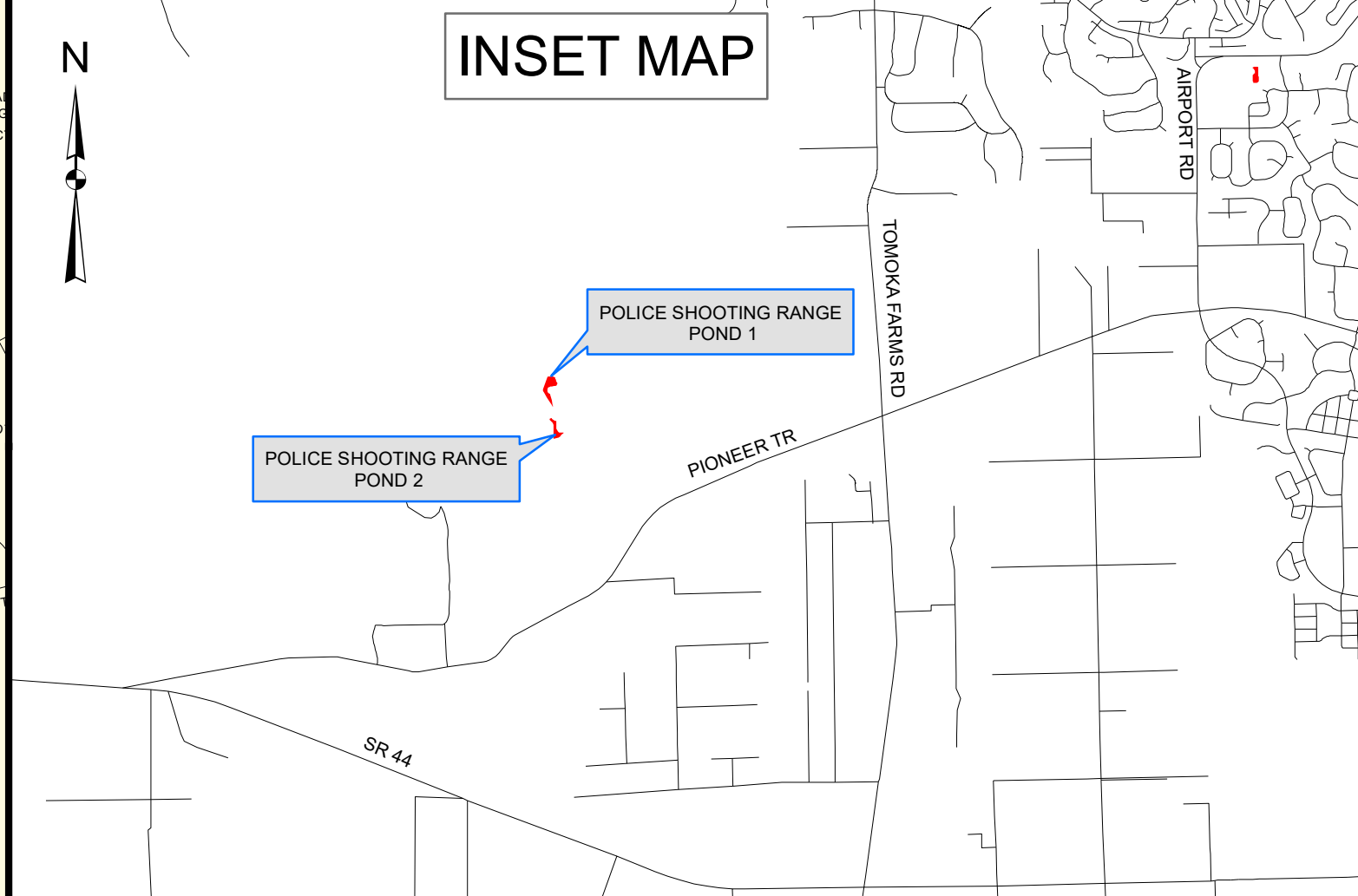
-  Retention Pond Treatment Area
-  Canal / Ditch Treatment Area
-  Water Feature
-  City Boundary

### DISCLAIMER

THE GIS DATABASE IS DESIGNED TO BE A PUBLIC RESOURCE OF GENERAL MUNICIPAL INFORMATION. THE DEPICTION OF ALL INFORMATION SHOWN HEREIN IS APPROXIMATE ONLY AND IS NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK.



## INSET MAP





## Frey, Denyce

---

**From:** Frey, Denyce  
**Sent:** Wednesday, May 3, 2023 9:42 AM  
**To:** Telly@appliedaquaticmgmt.com; TRoman@aquaticweedcontrol.net;  
Admin@southernaquaticmgmt.com  
**Cc:** Poolman, Jill; Matter, Brett  
**Subject:** RFQ for Aquatic Plant Management with the City of Port Orange  
**Attachments:** AquaticTreatment Areas Map.pdf; Request for Quote Form - Aquatic Plant Management Services.xlsx; Scope Aquatic Plant Management revised ver3.docx; Insurance requirements.docx; E-Verify Affidavit for Request for Quote.docx

Good morning,

We are actively looking for three quotes for the Aquatic Plant Management work in the City of Port Orange. I have attached the Request for Quote, Scope of Services, and Map of the Areas to be serviced.

Contract terms will be 2 years with 3 one-year renewal options. Question period will begin May 4, 2023, and end May 10, 2023, at 2pm. Questions regarding the scope may be emailed to [BMatter@port-orange.org](mailto:BMatter@port-orange.org). Quotes will be due June 5, 2023, at 2pm.

The contractor selected will be required to provide verification from the E-Verify website ( [www.e-verify.gov](http://www.e-verify.gov) ) and sign the attached affidavit, as well as provide Certificate of Insurance to the City of Port Orange, matching the requirements also attached here.

***Please respond by May 8, 2023, if you intend to bid. If confirmation is not received by May 8, 2023, at 2pm, we will offer this opportunity to another contractor, as 3 quotes are required for City Council review and approval.***

Thank you,

*Denyce Frey*

City of Port Orange  
Public Works  
407 Virginia Ave  
Port Orange, FL 32127  
TEL: 386-506-5575  
EMAIL: [dfrey@port-orange.org](mailto:dfrey@port-orange.org)  
WEBSITE: [www.port-orange.org](http://www.port-orange.org)



## Aquatic Plant Management Services

### Request for Quotes

#### SECTION 3 – SCOPE OF WORK

1. Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plan for each location, according to type of waterbody, are required to control and maintain submersed weeds, floating and immersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.
2. All chemicals used to treat the retention areas under this contract MUST be registered and approved by the Department of Environmental Protection. Each contractor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.
3. Contractor shall specify all types of chemicals used and the manufacturer's product guarantees the company usage in the treatment of all areas covered under this contract.
4. Contractor must provide a list of equipment to be used for the services outlined in this scope of work to be eligible for the award.
5. Upon request by the City, the Contractor awarded this contract must utilize an approved laboratory to test for the following:  
Dissolved Oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity,  
Clarity, Chloride, Water level, pH level (units), Phosphate, Nitrate and  
Hardness.

The results of tests performed must be submitted to the city and contractor is responsible for any costs associated with testing.

6. Should the City deem further testing necessary, the contractor will be required to obtain State certified tests at their expense to diagnose the problem so that a remedy can be reached, and exact knowledge of the cause can be ascertained.
7. The contractor awarded this contract must submit a monthly report (city will provide form) that shows a summary of the condition of each lake, canal, ditch, and retention pond covered under this contract and the date treatment was administered (see "report example" attached here). Payment to the contractor for services provided under this contract will be made monthly; however, payment will not be processed until the monthly report has been submitted by the contractor and reviewed by city staff.
8. The contractor will be responsible for all transportation and storage of chemicals. No chemicals will be stored on city property.
9. PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the quote submittal sheet are approximations only. It is recommended that each contractor visit each location to be treated prior to submitting his or her quote.

**\* Canal Sections Location Descriptions are attached below. Use this as a reference for some areas that are difficult to locate.**

## CANAL SECTIONS

| AREA                                                                                      | LOCATION DESCRIPTION                                                     |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>B-19 Basin</b>                                                                         |                                                                          |
| Willow Run                                                                                | South side of Willow Run Boulevard est. 3.25 ac                          |
| Willow Run (north side)                                                                   | From Chardonnay to B-19 Canal est. 3.03 ac                               |
| Horizon Canal                                                                             | South side of Willow Run I-95 to B-19 Canal est. 3.85 ac                 |
| <b>Cambridge Basin</b>                                                                    |                                                                          |
| Foxboro Canal                                                                             | Foxboro Retention (Miles Drive to Taylor Road) est. 2.74 ac              |
| Cambridge Canal                                                                           | Taylor Road to Rose Bay est. 8.32 ac                                     |
| Deep Forest Canal                                                                         | Nova Road to Timberwood Drive est. .89 ac                                |
| Hensel Hill Canal                                                                         | Hensel Hill east to Taylor Road est. .72 ac                              |
| <b>Halifax Basin</b>                                                                      |                                                                          |
| Sleepy Hollow Canal                                                                       | Sleepy Hollow sub., north side (Publix to Shallowbrook) est. 1.03 ac     |
| Sanders Road Canal                                                                        | Spruce Creek Road to Halifax Canal est. .48 ac                           |
| City Hall                                                                                 | Pop-off canal, east of gymnasium est. .19 ac                             |
| <b>Reed Canal Basin</b>                                                                   |                                                                          |
| Madeline Ditch                                                                            | From Sugar House Drive to Nova Road (both sides of roadway) est. 1.48 ac |
| <b>Riverwood Basin</b>                                                                    |                                                                          |
| Spruce Creek Road Ditch                                                                   | From Cove Court to Golden Pond est. .54 ac                               |
| Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road est. total 1.16 ac |                                                                          |
| <b>River Font Basin</b>                                                                   |                                                                          |
| Fox Place Canal                                                                           | West end of Fleming to Public Works yard est. .31 ac                     |

**Aquatic Plant Management Services**

**Request for Quotes**

**SECTION 3 – SCOPE OF WORK**

A blank reporting form will be provided to contractor awarded bid. The report form must be completed by the contractor each month after the site visit, and it needs to provide information such as shown below in the example.

City of Port Orange

Monthly Report for: January 2023

| <b>Treatment Area</b>                   | <b>Treatment Schedule</b>          | <b>Date of Treatment</b> | <b>Condition</b> | <b>Notes / Concerns</b>          |
|-----------------------------------------|------------------------------------|--------------------------|------------------|----------------------------------|
| 1. Autumn Trail / Brandy Hills subs.    | Monthly except Dec./Feb.           | 1/09/23                  | Good             | No notes of concern              |
| 2. Cross Creek sub., Secret River Trail | Monthly                            | 1/09/23                  | Good             | No notes of concern              |
| 2A Littoral Zone                        | May, July, Sept., Nov., Jan, March | 1/09/23                  | Good             | No notes of concern              |
| 3. Hidden Lakes sub., Hidden Lake Dr.   | Monthly except Dec./Feb.           | 1/09/23                  | Fair             | May need add'l visit (algae)     |
| 4. Willow Run sub., Thomasina Drive     | Monthly except Dec./Feb            | 1/09/23                  | Good             | No notes of concern              |
| 5. Willow Run sub., Tracy Drive         | May, July, Sept., Nov., Jan, March | 1/09/23                  | Good             | Improved from last month (algae) |
| 6. Willow Run sub., Harms Way           | May, July, Sep ., Nov., Jan, March | 1/09/23                  | Good             | No notes of concern              |

**Reports must show date area visited, note "condition" and list areas of concern (if any).**

EXAMPLE





## REQUEST FOR QUOTE

### CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

Complete all fields shaded in green. All other fields will be automatically calculated.

|                       |
|-----------------------|
| NAME OF BUSINESS:     |
| CONTACT PERSON:       |
| EMAIL ADDRESS:        |
| AUTHORIZED SIGNATURE: |

*This document must be completed and returned with your Submittal*

| TREATMENT AREA                                                                                                         | APPROX. ACREAGE | # OF ANNUAL VISITS | TREATMENT SCHEDULE              | UNIT COST | ANNUAL COST |
|------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------|---------------------------------|-----------|-------------|
| AUTUMN TRAIL                                                                                                           | 1.15            | 10                 | No treatments Dec. or Feb.      | \$ -      | \$ -        |
| CROSS CREEK/SECRET RIVER TRAIL                                                                                         | 1.42            | 12                 | Monthly                         | \$ -      | \$ -        |
| HIDDEN LAKES/HIDDEN LAKES DRIVE                                                                                        | 6.00            | 10                 | No treatments Dec. or Feb.      | \$ -      | \$ -        |
| WILLOW RUN SUB./THOMASINA DR                                                                                           | 0.15            | 10                 | No treatments Dec. or Feb.      | \$ -      | \$ -        |
| WILLOW RUN SUB./TRACY DR                                                                                               | 0.10            | 6                  | May,July,Sept,Nov,Jan,March     | \$ -      | \$ -        |
| WILLOW RUN SUB./HARMS WAY                                                                                              | 0.25            | 6                  | May,July,Sept,Nov,Jan,March     | \$ -      | \$ -        |
| SOUTHERN OAKS/SQUIRREL NEST LANE                                                                                       | 0.10            | 16                 | Monthly, 2x in Jun,Jul,Aug,Sept | \$ -      | \$ -        |
| GATEWOOD/OAK FOREST CIRCLE                                                                                             | 0.15            | 16                 | Monthly, 2x in Jun,Jul,Aug,Sept | \$ -      | \$ -        |
| FOXBORO/MILES DRIVE                                                                                                    | 1.00            | 24                 | Twice monthly                   | \$ -      | \$ -        |
| DEEP FOREST & FOXBORO/SANDLEWOOD DR                                                                                    | 1.20            | 24                 | Twice monthly                   | \$ -      | \$ -        |
| FOXBORO/CROWN LANE                                                                                                     | 0.50            | 16                 | Monthly, 2x in Jun,Jul,Aug,Sept | \$ -      | \$ -        |
| THE SETTINGS/ALSTRUM DRIVE                                                                                             | 0.40            | 12                 | Monthly                         | \$ -      | \$ -        |
| BENT OAKS/WHIPPOORWILL DR                                                                                              | 0.20            | 12                 | Monthly                         | \$ -      | \$ -        |
| LONE OAK/LONE OAK DRIVE                                                                                                | 3.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| CENTRAL PARK/CENTRAL PARK BLVD.                                                                                        | 3.50            | 12                 | Monthly                         | \$ -      | \$ -        |
| CENTRAL PARK DITCH                                                                                                     | 1.33            | 12                 | Monthly                         | \$ -      | \$ -        |
| WINTER PARK/PELHAM DR                                                                                                  | 0.67            | 12                 | Monthly                         | \$ -      | \$ -        |
| FALCON CREST/CHAMPAGNE CIRCLE                                                                                          | 0.40            | 12                 | Monthly                         | \$ -      | \$ -        |
| CITY HALL/CITY CENTER CIRCLE                                                                                           | 3.00            | 16                 | Monthly, 2x in Jun,Jul,Aug,Sept | \$ -      | \$ -        |
| AMBER VILLAGE/AMBER CIRCLE                                                                                             | 0.10            | 6                  | May,July,Sept,Nov,Jan,March     | \$ -      | \$ -        |
| FIRE STATION #5                                                                                                        | 0.60            | 12                 | Monthly                         | \$ -      | \$ -        |
| JACKSON STREET PARK                                                                                                    | 5.20            | 16                 | Monthly,2x in June,Jul,Aug,Sept | \$ -      | \$ -        |
| FIRE STATION #2                                                                                                        | 0.30            | 12                 | Monthly                         | \$ -      | \$ -        |
| MONROE DITCH                                                                                                           | 0.12            | 12                 | Monthly                         | \$ -      | \$ -        |
| MONROE STREET                                                                                                          | 0.25            | 12                 | Monthly                         | \$ -      | \$ -        |
| LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD (UTILITIES) | 3.44            | 12                 | Monthly                         | \$ -      | \$ -        |
| GARNESY WATER PLANT POND (UTILITIES)                                                                                   | 0.37            | 12                 | Monthly                         | \$ -      | \$ -        |
| BAYWOOD AVE                                                                                                            | 1.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| SOUTHWINDS                                                                                                             | 4.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| NIXON LANE                                                                                                             | 1.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| CANALVIEW BLVD                                                                                                         | 2.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| SUGAR GROVE/SUGAR GROVE COURT                                                                                          | 1.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| BUSCHMAN PARK                                                                                                          | 5.40            | 12                 | Monthly                         | \$ -      | \$ -        |
| ORANGE BLVD                                                                                                            | 1.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| SPRUCE CREEK RD @ ACORN LN                                                                                             | 1.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| FIRE STATION #4 (AIRPORT RD)                                                                                           | 1.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| COMMONWEALTH/WESTRIDGE                                                                                                 | 0.50            | 12                 | Monthly                         | \$ -      | \$ -        |
| NOVA ROAD POND #1 (2 PONDS)                                                                                            | 0.50            | 12                 | Monthly                         | \$ -      | \$ -        |
| NOVA ROAD POND #2                                                                                                      | 5.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| NOVA ROAD POND #3 (2 PONDS)                                                                                            | 6.00            | 12                 | Monthly                         | \$ -      | \$ -        |
| NOVA ROAD POND #4                                                                                                      | 12.00           | 12                 | Monthly                         | \$ -      | \$ -        |

| TREATMENT AREA                                             | APPROX. ACREAGE | # OF ANNUAL VISITS | TREATMENT SCHEDULE      | UNIT COST           | ANNUAL COST   |
|------------------------------------------------------------|-----------------|--------------------|-------------------------|---------------------|---------------|
| NOVA ROAD POND #5                                          | 3.50            | 12                 | Monthly                 | \$ -                | \$ -          |
| HIDDEN VILLAGE                                             | 0.15            | 12                 | Monthly                 | \$ -                | \$ -          |
| COMMONWEALTH /FREDERICK                                    | 0.50            | 12                 | Monthly                 | \$ -                | \$ -          |
| RENEGADE LANE DITCH                                        | 0.30            | 12                 | Monthly                 | \$ -                | \$ -          |
| FARMBROOK RETENTION POND                                   | 0.70            | 12                 | Monthly                 | \$ -                | \$ -          |
| DEVON STREET RETENTION POND                                | 0.33            | 12                 | Monthly                 | \$ -                | \$ -          |
| ALL CANAL SECTIONS COMBINED                                | 28.00           | 12                 | Monthly                 | \$ -                | \$ -          |
| SOUTHPORT RETENTION                                        | 0.79            | 12                 | Monthly                 | \$ -                | \$ -          |
| SLEEPY HOLLOW RETENTION POND                               | 1.75            | 12                 | Monthly                 | \$ -                | \$ -          |
| SUMMERTREES RD TETENTION POND                              | 0.33            | 12                 | Monthly                 | \$ -                | \$ -          |
| AIRPORT ROAD RETENTION POND                                | 0.95            | 12                 | Monthly                 | \$ -                | \$ -          |
| DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD) | 0.20            | 12                 | Monthly                 | \$ -                | \$ -          |
| WEST BAYSHORE DR RETENTION POND                            | 0.80            | 12                 | Monthly                 | \$ -                | \$ -          |
| CAUSEWAY FDOT POND                                         | 0.15            | 12                 | Monthly                 | \$ -                | \$ -          |
| CORACI SPRT COMPLEX POND #1                                | 2.21            | 12                 | Monthly                 | \$ -                | \$ -          |
| CORACI SPRT COMPLEX POND #2                                | 1.25            | 12                 | Monthly                 | \$ -                | \$ -          |
| CORACI SPRT COMPLEX DITCH                                  | 1280 feet       | 12                 | Monthly                 | \$ -                | \$ -          |
| GOLF COURSE LAKES (21 total)                               | 21.00           | 24                 | Twice Monthly Each Lake | \$ -                | \$ -          |
| D-1 DITCH/GOLF COURSE                                      | 1050 feet       | 12                 | Monthly                 | \$ -                | \$ -          |
| PD SHOOTING RANGE (2 PONDS)                                | 12.00           | 12                 | Monthly                 | \$ -                | \$ -          |
| NOVA PUBLIX SHOPPING PLAZA DITCH                           | 837 feet        | 12                 | Monthly                 | \$ -                | \$ -          |
| POLICE DEPARTMENT POND                                     | 1.20            | 12                 | Monthly                 | \$ -                | \$ -          |
| OAK STREET POND                                            | 0.65            | 12                 | Monthly                 | \$ -                | \$ -          |
| FOX PLACE POND                                             | 0.19            | 12                 | Monthly                 | \$ -                | \$ -          |
| RIVERWALK PARK (2 PONDS)                                   | 1.05            | 12                 | Monthly                 | \$ -                | \$ -          |
|                                                            |                 |                    |                         | <b>TOTAL QUOTE:</b> | <b>\$0.00</b> |

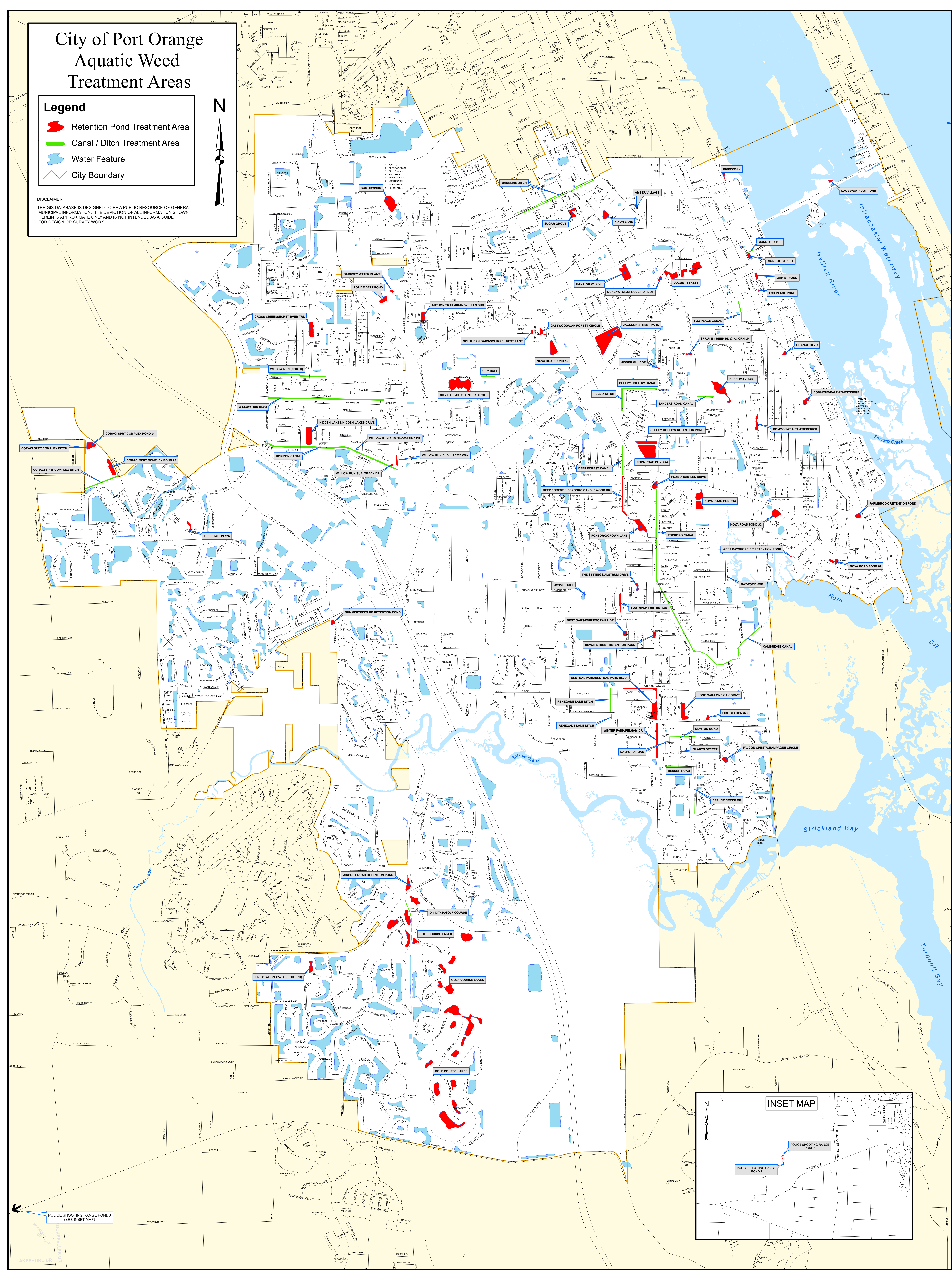
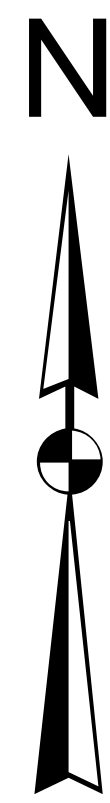


### Legend

-  Retention Pond Treatment Area
-  Canal / Ditch Treatment Area
-  Water Feature
-  City Boundary

DISCLAIMER

THE GIS DATABASE IS DESIGNED TO BE A PUBLIC RESOURCE OF GENERAL MUNICIPAL INFORMATION. THE DEPICTION OF ALL INFORMATION SHOWN HEREIN IS APPROXIMATE ONLY AND IS NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK.



INSET MAP

N

POLICE SHOOTING RANGE  
POND 2

POLICE SHOOTING RANGE  
POND 1

N





## REQUEST FOR QUOTE

### CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

Complete all fields shaded in green. All other fields will be automatically calculated.

|                                              |                                                                      |
|----------------------------------------------|----------------------------------------------------------------------|
| NAME OF BUSINESS: Applied Aquatic Management |                                                                      |
| CONTACT PERSON: Telly R. Smith               |                                                                      |
| EMAIL ADDRESS: Telly@appliedaquaticmgmt.com  |                                                                      |
| AUTHORIZED SIGNATURE: Telly Smith            | Digitally signed by Telly Smith<br>Date: 2023.06.05 12:58:48 -04'00' |

This document must be completed and returned with your Submittal

| TREATMENT AREA                                                                                                         | APPROX. ACREAGE | # OF ANNUAL VISITS | TREATMENT SCHEDULE                  | UNIT COST | ANNUAL COST |
|------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------|-------------------------------------|-----------|-------------|
| AUTUMN TRAIL                                                                                                           | 1.15            | 10                 | No treatments Dec. or Feb.          | \$ 48.10  | \$ 481.00   |
| CROSS CREEK/SECRET RIVER TRAIL                                                                                         | 1.42            | 12                 | Monthly                             | \$ 49.49  | \$ 593.88   |
| HIDDEN LAKES/HIDDEN LAKES DRIVE                                                                                        | 6.00            | 10                 | No treatments Dec. or Feb.          | \$ 252.96 | \$ 2,529.60 |
| WILLOW RUN SUB./THOMASINA DR                                                                                           | 0.15            | 10                 | No treatments Dec. or Feb.          | \$ 6.27   | \$ 62.70    |
| WILLOW RUN SUB./TRACY DR                                                                                               | 0.10            | 6                  | May, July, Sept, Nov, Jan, March    | \$ 6.97   | \$ 41.82    |
| WILLOW RUN SUB./HARMS WAY                                                                                              | 0.25            | 6                  | May, July, Sept, Nov, Jan, March    | \$ 17.42  | \$ 104.52   |
| SOUTHERN OAKS/SQUIRREL NEST LANE                                                                                       | 0.10            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 4.07   | \$ 65.12    |
| GATEWOOD/OAK FOREST CIRCLE                                                                                             | 0.15            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 6.10   | \$ 97.60    |
| FOXBORO/MILES DRIVE                                                                                                    | 1.00            | 24                 | Twice monthly                       | \$ 17.42  | \$ 418.08   |
| DEEP FOREST & FOXBORO/SANDLEWOOD DR                                                                                    | 1.20            | 24                 | Twice monthly                       | \$ 20.91  | \$ 501.84   |
| FOXBORO/CROWN LANE                                                                                                     | 0.50            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 20.33  | \$ 325.28   |
| THE SETTINGS/ALSTRUM DRIVE                                                                                             | 0.40            | 12                 | Monthly                             | \$ 13.94  | \$ 167.28   |
| BENT OAKS/WHIPPOORWILL DR                                                                                              | 0.20            | 12                 | Monthly                             | \$ 6.97   | \$ 83.64    |
| LONE OAK/LONE OAK DRIVE                                                                                                | 3.00            | 12                 | Monthly                             | \$ 104.56 | \$ 1,254.72 |
| CENTRAL PARK/CENTRAL PARK BLVD.                                                                                        | 3.50            | 12                 | Monthly                             | \$ 122.00 | \$ 1,464.00 |
| CENTRAL PARK DITCH                                                                                                     | 1.33            | 12                 | Monthly                             | \$ 46.36  | \$ 556.32   |
| WINTER PARK/PELHAM DR                                                                                                  | 0.67            | 12                 | Monthly                             | \$ 23.35  | \$ 280.20   |
| FALCON CREST/CHAMPAGNE CIRCLE                                                                                          | 0.40            | 12                 | Monthly                             | \$ 13.94  | \$ 167.28   |
| CITY HALL/CITY CENTER CIRCLE                                                                                           | 3.00            | 16                 | Monthly, 2x in Jun, Jul, Aug, Sept  | \$ 122.00 | \$ 1,952.00 |
| AMBER VILLAGE/AMBER CIRCLE                                                                                             | 0.10            | 6                  | May, July, Sept, Nov, Jan, March    | \$ 6.97   | \$ 41.82    |
| FIRE STATION #5                                                                                                        | 0.60            | 12                 | Monthly                             | \$ 20.92  | \$ 251.04   |
| JACKSON STREET PARK                                                                                                    | 5.20            | 16                 | Monthly, 2x in June, Jul, Aug, Sept | \$ 211.46 | \$ 3,383.36 |
| FIRE STATION #2                                                                                                        | 0.30            | 12                 | Monthly                             | \$ 10.46  | \$ 125.52   |
| MONROE DITCH                                                                                                           | 0.12            | 12                 | Monthly                             | \$ 4.18   | \$ 50.16    |
| MONROE STREET                                                                                                          | 0.25            | 12                 | Monthly                             | \$ 8.71   | \$ 104.52   |
| LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD (UTILITIES) | 3.44            | 12                 | Monthly                             | \$ 120.91 | \$ 1,450.92 |
| GARNESY WATER PLANT POND (UTILITIES)                                                                                   | 0.37            | 12                 | Monthly                             | \$ 12.90  | \$ 154.80   |
| BAYWOOD AVE                                                                                                            | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| SOUTHWINDS                                                                                                             | 4.00            | 12                 | Monthly                             | \$ 139.42 | \$ 1,673.04 |
| NIXON LANE                                                                                                             | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| CANALVIEW BLVD                                                                                                         | 2.00            | 12                 | Monthly                             | \$ 69.72  | \$ 836.64   |
| SUGAR GROVE/SUGAR GROVE COURT                                                                                          | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| BUSCHMAN PARK                                                                                                          | 5.40            | 12                 | Monthly                             | \$ 17.65  | \$ 211.80   |
| ORANGE BLVD                                                                                                            | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| SPRUCE CREEK RD @ ACORN LN                                                                                             | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| FIRE STATION #4 (AIRPORT RD)                                                                                           | 1.00            | 12                 | Monthly                             | \$ 34.86  | \$ 418.32   |
| COMMONWEALTH/WESTRIDGE                                                                                                 | 0.50            | 12                 | Monthly                             | \$ 17.43  | \$ 209.16   |
| NOVA ROAD POND #1 (2 PONDS)                                                                                            | 0.50            | 12                 | Monthly                             | \$ 17.43  | \$ 209.16   |
| NOVA ROAD POND #2                                                                                                      | 5.00            | 12                 | Monthly                             | \$ 174.28 | \$ 2,091.36 |
| NOVA ROAD POND #3 (2 PONDS)                                                                                            | 6.00            | 12                 | Monthly                             | \$ 209.14 | \$ 2,509.68 |
| NOVA ROAD POND #4                                                                                                      | 12.00           | 12                 | Monthly                             | \$ 418.27 | \$ 5,019.24 |

| TREATMENT AREA                                             | APPROX. ACREAGE | # OF ANNUAL VISITS | TREATMENT SCHEDULE      | UNIT COST   | ANNUAL COST  |
|------------------------------------------------------------|-----------------|--------------------|-------------------------|-------------|--------------|
| NOVA ROAD POND #5                                          | 3.50            | 12                 | Monthly                 | \$ 122.00   | \$ 1,464.00  |
| HIDDEN VILLAGE                                             | 0.15            | 12                 | Monthly                 | \$ 5.23     | \$ 62.76     |
| COMMONWEALTH/FREDERICK                                     | 0.50            | 12                 | Monthly                 | \$ 17.43    | \$ 209.16    |
| RENEGADE LANE DITCH                                        | 0.30            | 12                 | Monthly                 | \$ 10.46    | \$ 125.52    |
| FARMBROOK RETENTION POND                                   | 0.70            | 12                 | Monthly                 | \$ 24.40    | \$ 292.80    |
| DEVON STREET RETENTION POND                                | 0.33            | 12                 | Monthly                 | \$ 11.50    | \$ 138.00    |
| ALL CANAL SECTIONS COMBINED                                | 28.00           | 12                 | Monthly                 | \$ 975.96   | \$ 11,711.52 |
| SOUTHPORT RETENTION                                        | 0.79            | 12                 | Monthly                 | \$ 27.54    | \$ 330.48    |
| SLEEPY HOLLOW RETENTION POND                               | 1.75            | 12                 | Monthly                 | \$ 61.00    | \$ 732.00    |
| SUMMERTREES RD TETENTION POND                              | 0.33            | 12                 | Monthly                 | \$ 11.50    | \$ 138.00    |
| AIRPORT ROAD RETENTION POND                                | 0.95            | 12                 | Monthly                 | \$ 33.11    | \$ 397.32    |
| DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD) | 0.20            | 12                 | Monthly                 | \$ 6.97     | \$ 83.64     |
| WEST BAYSHORE DR RETENTION POND                            | 0.80            | 12                 | Monthly                 | \$ 27.89    | \$ 334.68    |
| CAUSEWAY FDOT POND                                         | 0.15            | 12                 | Monthly                 | \$ 5.23     | \$ 62.76     |
| CORACI SPRT COMPLEX POND #1                                | 2.21            | 12                 | Monthly                 | \$ 77.03    | \$ 924.36    |
| CORACI SPRT COMPLEX POND #2                                | 1.25            | 12                 | Monthly                 | \$ 43.57    | \$ 522.84    |
| CORACI SPRT COMPLEX DITCH                                  | 1280 feet       | 12                 | Monthly                 | \$ 15.34    | \$ 184.08    |
| GOLF COURSE LAKES (21 total)                               | 21.00           | 24                 | Twice Monthly Each Lake | \$ 366.99   | \$ 8,807.76  |
| D-1 DITCH/GOLF COURSE                                      | 1050 feet       | 12                 | Monthly                 | \$ 12.55    | \$ 150.60    |
| PD SHOOTING RANGE (2 PONDS)                                | 12.00           | 12                 | Monthly                 | \$ 418.27   | \$ 5,019.24  |
| NOVA PUBLIX SHOPPING PLAZA DITCH                           | 837 feet        | 12                 | Monthly                 | \$ 10.46    | \$ 125.52    |
| POLICE DEPARTMENT POND                                     | 1.20            | 12                 | Monthly                 | \$ 41.83    | \$ 501.96    |
| OAK STREET POND                                            | 0.65            | 12                 | Monthly                 | \$ 22.66    | \$ 271.92    |
| FOX PLACE POND                                             | 0.19            | 12                 | Monthly                 | \$ 6.63     | \$ 79.56     |
| RIVERWALK PARK (2 PONDS)                                   | 1.05            | 12                 | Monthly                 | \$ 36.60    | \$ 439.20    |
| TOTAL QUOTE:                                               |                 |                    |                         | \$65,088.70 |              |



# CITY OF PORT ORANGE

## VENDOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Aquatic Plant Management Services

I, the undersigned, hereby certify that Applied Aquatic Mgmt. [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](http://www.e-verify.gov).

A true and correct copy of Applied Aquatic Mgmt. [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.

Stephanie Brown  
(Print or Type Name, Title)

59-2100923  
(Federal Employer ID Number – FEIN)

[Signature]  
(Signature of Affiant)

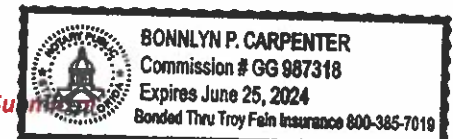
351018  
(E-Verify Number)

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of JUNE, 20 23, by STEPHANIE BROWN as OFFICE MANAGER of APPLIED AQUATIC MGMT. on behalf of the company. He/she is personally known to me or has produced [Signature] (TYPE OF ID) as identification.

Bonnlyn P. Carpenter  
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 Submission





Company ID Number: 351018

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Applied Aquatic Management, Inc.**

**Stephanie Brown**

Name (Please Type or Print)

Title

**Electronically Signed**

**08/16/2010**

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

**08/16/2010**

Signature

Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: **Applied Aquatic Management, Inc.**

Company Facility Address: **4305 Bomber Road**

**Bartow, FL 33830**

Company Alternate  
Address: **P.O. Box 1469**

**Eagle Lake, FL 33839-1469**

County or Parish: **POLK**

Employer Identification  
Number: **592100923**

**Company ID Number: 351018**

|                                                                                                                       |            |
|-----------------------------------------------------------------------------------------------------------------------|------------|
| North American Industry<br>Classification Systems<br>Code:                                                            | 541        |
| Parent Company:                                                                                                       |            |
| Number of Employees:                                                                                                  | 100 to 499 |
| Number of Sites Verified<br>for:                                                                                      | 3          |
| <b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b> |            |
| <ul style="list-style-type: none"><li>FLORIDA 3 site(s)</li></ul>                                                     |            |

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

|                   |                                  |             |                  |
|-------------------|----------------------------------|-------------|------------------|
| Name:             | Jennifer Myers                   | Fax Number: | (863) 534 - 3322 |
| Telephone Number: | (863) 533 - 8882                 |             |                  |
| E-mail Address:   | jmyers43@tampabay.rr.com         |             |                  |
| Name:             | Stephanie S Brown                | Fax Number: | (863) 534 - 3322 |
| Telephone Number: | (863) 533 - 8882                 |             |                  |
| E-mail Address:   | stephanie@appliedaquaticmgmt.com |             |                  |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2023

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).

|                                                                                                           |                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Acentria Insurance-Winter Haven<br>147 Avenue C SW<br>Ste 101<br>Winter Haven FL 33880 | <b>CONTACT</b><br>NAME: Barbara Flowers<br>PHONE (A/C No. Ext): 863-215-7331<br>E-MAIL: Barbara.Flowers@Acentria.com<br>FAX (A/C No.):<br>ADDRESS: Barbara.Flowers@Acentria.com                                                                                            |
| <b>INSURED</b><br>Applied Aquatic Management, Inc.<br>4305 Bomber Road<br>Bartow FL 33830-9698            | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Bridgefield Casualty Insurance Company<br>INSURER B: AmGUARD Insurance Company<br>INSURER C: Homeland Insurance Company of New York<br>INSURER D: ACE Property & Casualty Insurance Company<br>INSURER E:<br>INSURER F: |

**COVERAGES**

CERTIFICATE NUMBER: 21402165

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(SUBR) INSD WVD | POLICY NUMBER                          | POLICY EFF (MM/DD/YYYY)             | POLICY EXP (MM/DD/YYYY)             | LIMITS                                                                                                                                                                 |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------|-------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                   | 793001892-0009                         | 2/24/2023                           | 2/24/2024                           | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COM/POP AGG<br>\$ |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                           | Y                   | APAU407286<br>APAU407287<br>APAU407290 | 2/24/2023<br>2/24/2023<br>2/24/2023 | 2/24/2024<br>2/24/2024<br>2/24/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP                             |
| C        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                   |                     | 793001893-0009                         | 2/24/2023                           | 2/24/2024                           | EACH OCCURRENCE<br>AGGREGATE<br>\$                                                                                                                                     |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                         | Y/N<br>N            | 196-54177                              | 1/1/2023                            | 1/1/2024                            | X PER STATUTE<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT                                                                       |
| C D      | Professional Liability<br>Pollution Liability<br>CAIR-Drone Liability                                                                                                                                                                                                                                                          |                     | 793001892-0009<br>AAC N10697293 001    | 2/24/2023<br>10/10/2022             | 2/24/2024<br>10/10/2023             | Per Occurrence<br>Per Occurrence<br>AAC Each Occurrence                                                                                                                |

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

Covered Remote Pilot: Robert Leon Yates III License#4861852 Air Space: Continental United States of America

City of Port Orange is included under the blanket additional insured endorsement for general liability and business auto when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Port Orange  
1000 Citi Center Circle  
Port Orange FL 32129  
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Frey, Denyce

---

**From:** Samantha Hendrix <shendrix@appliedaquaticmgmt.com>  
**Sent:** Monday, June 5, 2023 1:28 PM  
**To:** Frey, Denyce; Matter, Brett  
**Cc:** Telly Smith; Archie Campbell  
**Subject:** [EXT] Executed Bid  
**Attachments:** Port Orange Executed Bid.pdf

Hello,

Attached is the completed bid for Aquatic Plant Management Services for the City of Port Orange. Please let me know if you need anything else.

Thanks so much,

Samantha Hendrix  
Applied Aquatic Management, Inc.  
PO Box 1469  
Eagle Lake, FL 33839  
863-533-8882  
[shendrix@appliedaquaticmgmt.com](mailto:shendrix@appliedaquaticmgmt.com)



## **Frey, Denyce**

---

**From:** Chad Inscho <Cinscho@aquaticweedcontrol.net>  
**Sent:** Friday, May 19, 2023 3:36 PM  
**To:** Frey, Denyce  
**Subject:** Re: [EXT] Fw: RFQ for Aquatic Plant Management with the City of Port Orange

Hi Denyce,

I Understand and just received information yesterday . No submittal. Thank you

Chad Inscho  
Aquatic Weed Control. Inc  
407-709-9650

**Cinscho@aquaticweedcontrol.net**

**www.AquaticWeedControl.net**



---

**From:** Frey, Denyce <DFrey@port-orange.org>  
**Sent:** Friday, May 19, 2023 3:17 PM  
**To:** Chad Inscho <Cinscho@aquaticweedcontrol.net>  
**Subject:** RE: [EXT] Fw: RFQ for Aquatic Plant Management with the City of Port Orange

Chad,

See below the email I forwarded to you on May 18<sup>th</sup>, originally sent to your company on May 17<sup>th</sup>. We are past the question and answer period.

*Denyce*

**From:** Frey, Denyce  
**Sent:** Wednesday, May 17, 2023 2:18 PM  
**To:** [Telly@appliedaquaticmgmt.com](mailto:Telly@appliedaquaticmgmt.com); [TRoman@aquaticweedcontrol.net](mailto:TRoman@aquaticweedcontrol.net); [Admin@southernaquaticmgmt.com](mailto:Admin@southernaquaticmgmt.com)  
**Cc:** Poolman, Jill <[jpoolman@port-orange.org](mailto:jpoolman@port-orange.org)>; Matter, Brett <[bmatter@port-orange.org](mailto:bmatter@port-orange.org)>  
**Subject:** RE: RFQ for Aquatic Plant Management with the City of Port Orange

Good afternoon,

We have now by-passed the question period with no submissions, therefore, no addendum will be issued.

I look forward to receiving your quotes on or before June 5<sup>th</sup> at 2pm.

Thank you,

*Denyce Frey*

Administrative Supervisor  
City of Port Orange  
Public Works  
407 Virginia Ave  
Port Orange, FL 32127  
TEL: 386-506-5575  
EMAIL: [dfrey@port-orange.org](mailto:dfrey@port-orange.org)  
WEBSITE: [www.port-orange.org](http://www.port-orange.org)

---

**From:** Chad Inscho <[Cinscho@aquaticweedcontrol.net](mailto:Cinscho@aquaticweedcontrol.net)>  
**Sent:** Thursday, May 18, 2023 11:55 AM  
**To:** Frey, Denyce <[DFrey@port-orange.org](mailto:DFrey@port-orange.org)>  
**Subject:** [EXT] Fw: RFQ for Aquatic Plant Management with the City of Port Orange

Hi Denyce,  
Additionally, we do not carry professional/errors and omission liability so would they strike that also? If not I understand yet thought to ask after looking the RFQ over.

Chad Inscho  
Aquatic Weed Control. Inc  
407-709-9650

**[Cinscho@aquaticweedcontrol.net](mailto:Cinscho@aquaticweedcontrol.net)**

**[www.AquaticWeedControl.net](http://www.AquaticWeedControl.net)**



---

**From:** Chad Inscho <[Cinscho@aquaticweedcontrol.net](mailto:Cinscho@aquaticweedcontrol.net)>  
**Sent:** Thursday, May 18, 2023 11:48 AM  
**To:** Frey, Denyce <[DFrey@port-orange.org](mailto:DFrey@port-orange.org)>  
**Subject:** Re: RFQ for Aquatic Plant Management with the City of Port Orange

Hi Denyce,  
Being I just received the RFQ. I do see the need for more understanding in the scope issued the items number 5 and 6 is not typically involved in a like RFQ and lab testing can get rather expensive, and these elements usually do not get tested in WRA beside a D.O which is a simple store bought kit not lab work. It is stated it is at vendor cost upon request and that leaves to much exposure in cost that is not quantifiable. Will they strike 5 and 6 in the scope of work?

Chad Inscho  
Aquatic Weed Control. Inc  
407-709-9650

Cinscho@aquaticweedcontrol.net

www.AquaticWeedControl.net



---

**From:** Frey, Denyce <DFrey@port-orange.org>  
**Sent:** Thursday, May 18, 2023 10:46 AM  
**To:** Chad Inscho <Cinscho@aquaticweedcontrol.net>  
**Subject:** FW: RFQ for Aquatic Plant Management with the City of Port Orange

Please see below the message sent yesterday as well.

*Denyce*

---

**From:** Frey, Denyce  
**Sent:** Wednesday, May 17, 2023 2:18 PM  
**To:** Telly@appliedaquaticmgmt.com; TRoman@aquaticweedcontrol.net; Admin@southernaquaticmgmt.com  
**Cc:** Poolman, Jill <jpoolman@port-orange.org>; Matter, Brett <bmatter@port-orange.org>  
**Subject:** RE: RFQ for Aquatic Plant Management with the City of Port Orange

Good afternoon,

We have now by-passed the question period with no submissions, therefore, no addendum will be issued.

I look forward to receiving your quotes on or before June 5<sup>th</sup> at 2pm.

Thank you,

*Denyce Frey*

Administrative Supervisor  
City of Port Orange  
Public Works  
407 Virginia Ave  
Port Orange, FL 32127  
TEL: 386-506-5575  
EMAIL: dfrey@port-orange.org  
WEBSITE: www.port-orange.org

---

**From:** Frey, Denyce

**Sent:** Wednesday, May 3, 2023 9:42 AM

**To:** [Telly@appliedaquaticmgmt.com](mailto:Telly@appliedaquaticmgmt.com); [TRoman@aquaticweedcontrol.net](mailto:TRoman@aquaticweedcontrol.net); [Admin@southernaquaticmgmt.com](mailto:Admin@southernaquaticmgmt.com)

**Cc:** Poolman, Jill <[jpoolman@port-orange.org](mailto:jpoolman@port-orange.org)>; Matter, Brett <[bmatter@port-orange.org](mailto:bmatter@port-orange.org)>

**Subject:** RFQ for Aquatic Plant Management with the City of Port Orange

Good morning,

We are actively looking for three quotes for the Aquatic Plant Management work in the City of Port Orange. I have attached the Request for Quote, Scope of Services, and Map of the Areas to be serviced.

Contract terms will be 2 years with 3 one-year renewal options. Question period will begin May 4, 2023, and end May 10, 2023, at 2pm. Questions regarding the scope may be emailed to [BMatter@port-orange.org](mailto:BMatter@port-orange.org). Quotes will be due June 5, 2023, at 2pm.

The contractor selected will be required to provide verification from the E-Verify website ( [www.e-verify.gov](http://www.e-verify.gov) ) and sign the attached affidavit, as well as provide Certificate of Insurance to the City of Port Orange, matching the requirements also attached here.

***Please respond by May 8, 2023, if you intend to bid. If confirmation is not received by May 8, 2023, at 2pm, we will offer this opportunity to another contractor, as 3 quotes are required for City Council review and approval.***

Thank you,

*Denyce Frey*

City of Port Orange

Public Works

407 Virginia Ave

Port Orange, FL 32127

TEL: 386-506-5575

EMAIL: [dfrey@port-orange.org](mailto:dfrey@port-orange.org)

WEBSITE: [www.port-orange.org](http://www.port-orange.org)





# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E7h) Approval of a Contract with Samsula Waste, Inc. d/b/a Samsula Demolition to demolish and clean up the properties located at 826, 828, 830, and 832 Sugarhouse Blvd., pursuant to the Code Enforcement Special Magistrate's Order

**DEPARTMENT:** Code Enforcement

**GOAL:** 3 - Quality of Life

---

**RECOMMENDED MOTION:** Move to approve a contract with Samsula Waste, Inc. d/b/a Samsula Demolition, subject to final review and approval of the contract by the City Manager and City Attorney's Office; authorize the demolition and clean-up of the structure and properties located at 826, 828, 830, and 832 Sugarhouse Blvd; authorize the City Manager to expend up to an amount not to exceed \$30,000.00; and authorize the City Manager to execute the contract and all necessary documents.

---

**SUMMARY:** On June 14, 2023, the Code Enforcement Special Magistrate deemed the burned-out structure located at 826, 828, 830, and 832 Sugarhouse Blvd. as an unsafe structure. The public health and safety nuisance was ordered to be demolished with the issuance of a permit being required no later than July 17, 2023. The property owners have not complied with the Special Magistrate's Order.

The Special Magistrate also gave the City the right to abate the violation and place a lien against the properties. The City has received many complaints from the surrounding neighbors regarding the exposure to the burned structure and trash and debris, as well as it being a public safety concern. It is the intent to demolish the structures and completely clean up the property.

The Special Magistrate found this to be a serious threat to public health, safety, and welfare. City of Port Orange Ordinance 2-214 (a) requires that the Special Magistrate notify City Council, which may make all reasonable repairs to bring the property into compliance and charge the violator the reasonable cost of the repairs along with the fine. After the property is brought into compliance, Code Enforcement will bring the costs to the Special Magistrate and request that a lien on the property for the costs and fine be entered.

Quotes were requested from four companies and three were received. The lowest cost plus a minimal contingency for this project will not exceed \$30,000. However, staff expects to receive payment from three of the four property owners relatively quickly. This contract amount is included in the requested budget amendment in the next quarterly update as part of Resolution No. 23-27 on this agenda.



PRESENTER: Robin Fenwick, Amanda Bonin

---

**ATTACHMENTS:**

|     |                                                                                          |                                                                                              |
|-----|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1.  | Samsula Waste, Inc. dba Samsula Demolition Standard Contract for Services - Blank Amount | Samsula Waste, Inc. dba Samsula Demolition Standard Contract for Services - Blank Amount.pdf |
| 2.  | 826-832 Sugar House Samsula Demolition Quote                                             | 826-832 Sugar House Samsula Demolition Quote.pdf                                             |
| 3.  | Clarification on quote from Samsula Demolition                                           | Clarification on quote from Samsula Demolition.pdf                                           |
| 4.  | Down to Earth Trucking estimate for Sugar House                                          | Down to Earth Trucking estimate for Sugar House.pdf                                          |
| 5.  | Estimate_3597_from_Ameritech_Homes_Inc                                                   | Estimate_3597_from_Ameritech_Homes_Inc.pdf                                                   |
| 6.  | Signed FF 826 Sugar House Blvd                                                           | Signed FF 826 Sugar House Blvd.pdf                                                           |
| 7.  | Signed FF 828 Sugar House Blvd                                                           | Signed FF 828 Sugar House Blvd.pdf                                                           |
| 8.  | Signed FF 830 Sugar Forest Blvd                                                          | Signed FF 830 Sugar Forest Blvd.pdf                                                          |
| 9.  | Signed FF 832 Sugar House Blvd                                                           | Signed FF 832 Sugar House Blvd.pdf                                                           |
| 10. | Sugar House Photo 1                                                                      | Sugar House 1.png                                                                            |
| 11. | Sugar House Photo 2                                                                      | Sugar House.png                                                                              |

---

Amanda Bonin  
Robin Fenwick  
John McKinney  
Carly Meek  
Wayne Clark  
Tracee Cody

Created/Initiated - 7/18/2023  
Approved - 7/18/2023  
Approved - 7/25/2023  
Approved - 7/25/2023  
Approved - 7/26/2023  
Final Approval - 7/26/2023

---



## 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 **SAMSULA WASTE, INC. d/b/a SAMSULA DEMOLITION** ("Contractor"), a Florida corporation whose principal address is 2455 Tomoka Farms Road, Port Orange, Florida 32128. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide demolition of 826 – 832 Sugar House Boulevard, and as more specifically described in Contractor's Proposal dated July 18, 2023, attached hereto as Exhibit "1," all of which are made a part hereof by reference and shall constitute the formal written Contract between the City and the Contractor. The Parties agree that notwithstanding the date of execution, the Contractor's Estimate shall remain valid.

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

Term: The effective term of this Contract shall commence on the date this Contract is signed on behalf of the City ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed issued and executed by the City, and shall continue for a period of sixty (60) days (the "Term").

Manner and Place: All work shall be 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.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. 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 \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Assistant City Manager, Robin Fenwick, 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](mailto: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                                                                                                                                                                                                                                                  |               |                    |                     |                     |                       |                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | <u>Workers' Compensation</u><br>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. <b>The City will not accept elective exemptions.</b> 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></table><br>Contracts over \$20 million To Be Determined by the City. | <u>Contract Amount</u>                                                                                                                                                                                                                                                   | <u>Limits</u> | Up to \$10 million | Statutory/\$500,000 | \$10 - \$20 million | Statutory/\$1,000,000 | <input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> 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                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                          |               |                    |                     |                     |                       |                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | Comprehensive General Liability (including Completed Operations and Contractual Liability)                                                                                                                                                                                                                                                                                                                                                                                 | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage<br>\$1,000,000 occurrence<br>\$1,000,000 aggregate                                                                                                                                                     | <input type="checkbox"/> 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. |               |                    |                     |                     |                       |                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.                                                                                                                                                                                                                                                                                                                                                                        | <u>Limits:</u> Auto Liability Bodily Injury and Property Damage:<br>\$1,000,000 each occurrence<br>\$1,000,000 aggregate                                                                                                                                                      |                                                                                                                                                                                                                                                                          |               |                    |                     |                     |                       |                                                                                                                                                                                                                                               |
| Additional Insurance Requirements   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                          |               |                    |                     |                     |                       |                                                                                                                                                                                                                                               |

|                                     |                                                                                       |                                                                                                                                                                            |                                                                                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | Property Insurance<br>Builders Risk.<br><br><u>Additional Coverage:</u>               | Limits: Buildings - Completed value of Contract.<br><br>"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. |
| <input type="checkbox"/>            | Professional Liability                                                                | Limits: Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>            | Installation Floater (IT)                                                             | Limits: Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>            | Contractor Pollution Liability                                                        | Limits: Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>            | Errors and Omissions                                                                  | Limits: Coverage - \$1,000,000                                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>            | Umbrella Policy                                                                       | Limits: Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                   |
| <input type="checkbox"/>            | Payment and Performance Bond Required                                                 | Limits: Coverage - Equal to amount of Contract.                                                                                                                            |                                                                                                                                                                   |
| <input checked="" type="checkbox"/> | <b>City Manager waives Payment and Performance Bond for work under \$100,000.00.</b>  |                                                                                                                                                                            |                                                                                                                                                                   |
| <input type="checkbox"/>            | <b>Unless otherwise required by law, City Manager waives Insurance for FOB goods.</b> |                                                                                                                                                                            |                                                                                                                                                                   |

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.

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

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

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

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY,**

**CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

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

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

29. *Notice.* For purposes of this 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: Robin L. Fenwick, Assistant City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Contractor: Samsula Waste, Inc. d/b/a Samsula Demolition  
Attention: Charles Y. McDonald, President  
363 South State Road 415  
New Smyrna Beach, Florida 32168  
(386) 366-4392 – Telephone  
(386) 423-1436 – Facsimile  
[estimating.samsulademolition@yahoo.com](mailto:estimating.samsulademolition@yahoo.com) – E-Mail

2455 Tomoka Farms Road  
Port Orange, Florida 32128

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

30. Contract Construction

This 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.

31. 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:

**SAMSULA WASTE, INC. d/b/a SAMSULA DEMOLITION**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Y. McDonald, President

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

Date: \_\_\_\_\_

**CITY OF PORT ORANGE**

By: \_\_\_\_\_  
Wayne Clark, City Manager

Date: \_\_\_\_\_

**ATTEST:**

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

Date: \_\_\_\_\_

## EXHIBIT “1”

Contractor's Quote

Consisting of 2 Pages





## **SAMSULA DEMOLITION**

Phone: 386-366-4392

Fax: 386-423-1436

Email: [estimating.samsulademolition@yahoo.com](mailto:estimating.samsulademolition@yahoo.com)

363 State Road 415

New Smyrna Beach FL, 32168

## **PROPOSAL CONTRACT AGREEMENT**

To: City of Port Orange

Attn: Amanda

Date: 7/18/2023

Phone: (386) 506-5644

Email: [abonin@port-orange.org](mailto:abonin@port-orange.org)

We hereby submit specifications and estimates to:

PROJECT: 826-832 Sugar House Blvd Port Orange, FL

### **DESCRIPTION OF WORK:**

- Demo permits
- Environmental survey
- Mobilization of equipment
- Supervision
- Labor
- Removal of building
- Removal of slab
- Removal of driveways back to aprons
- Removal of fencing as needed to conduct demolition
- Salvage rights
- Utility locates
- FDEP 10-Day Notification of Demolition
- Leveling of existing soils
- Hydroseeding of disturbed soils
- Trucking of debris to a licensed disposal facility including tipping fees

826 Sugar House: \$6,735.04

828 Sugar House: \$7,737.60

830 Sugar House: \$7,525.44

832 Sugar House: \$6,219.20

**Total: \$ 28,217.28**

**PRICE DOES NOT INCLUDE:** Bond, gopher tortoise relocation and permitting, impact fees, erosion control, silt fencing, **tree protection**, turbidity barrier, **sod/seeding/mulching other than specified**, removal of any unsuitable/hazardous contaminated materials, **removal of any asbestos containing materials**, abandonment of any storage or electrical vaults/wells/transformers/grease traps/gas-fuel-oil tanks/septic tanks, utility relocates, asbuilts, open cuts in roadways, any type of fencing other than stated, removal of piles/pile caps/horizontal grade beams, electrical work, dewatering, testing, rodent control certificate, **imported fill dirt**, top soil, surveyors site plan showing proposed structure, irrigation work/repair, clearing and grubbing, historical society paper work or permitting, bracing, shoring, sawcutting, tree trimming, root pruning, layout or surveying, right of way work, off site work, lane closures, traffic control, flag men, barricades.

**SAMSULA WASTE INC. DBA SAMSULA DEMOLITION WILL BE RESPONSIBLE ONLY FOR WORK STATED ABOVE.** All material is guaranteed to be as specified. Samsula Waste Inc. dba Samsula Demolition reserves the right to withdraw this proposal at any time. Upon execution of this proposal, Samsula Waste Inc. dba Samsula Demolition reserves all salvage rights regarding demolition. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. ~~Owner to carry fire, tornado and other necessary insurance.~~ Our workers are fully covered by Workman's Compensation. NOTE: If not accepted within Thirty (30) Days proposal becomes void.

**SAMSULA REPRESENTATIVE:** \_\_\_\_\_

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE

~~UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT.~~

~~The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authoring Samsula Demolition to do the work as specified. Payment will be made regardless of damage claim. If the Contract is canceled after it has been executed, by the customer. The customer shall pay a fee of \$350 plus any costs incurred by Samsula Demolition. Contract balance will be due in full upon completion of the scope of work. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including but not limited to reasonable attorney fees.~~

**CUSTOMER'S SIGNATURE:** See Page 12 of Standard Contract for Services

**DATE:** \_\_\_\_\_

**PROPOSAL GOOD FOR 30 DAYS**



## **SAMSULA DEMOLITION**

Phone: 386-366-4392

Fax: 386-423-1436

Cell: 386-314-2254

Email: [estimating.samsulademolition@yahoo.com](mailto:estimating.samsulademolition@yahoo.com)

363 State Road 415

New Smyrna Beach FL, 32168

## **Clarification**

To whom it may concern,

Good morning, as requested by the Amanda, I'm writing the City of Port Orange to notify them that the item labeled "environmental survey" on my quote is an asbestos survey. As required by asbestos NESHAP on residential house demolitions that are a part of a larger project.

Thank you,  
Charles



## **SAMSULA DEMOLITION**

Phone: 386-366-4392

Fax: 386-423-1436

Email: [estimating.samsulademolition@yahoo.com](mailto:estimating.samsulademolition@yahoo.com)

363 State Road 415

New Smyrna Beach FL, 32168

## **PROPOSAL CONTRACT AGREEMENT**

To: City of Port Orange

Attn: Amanda

Date: 7/18/2023

Phone: (386) 506-5644

Email: [abonin@port-orange.org](mailto:abonin@port-orange.org)

We hereby submit specifications and estimates to:

PROJECT: 826-832 Sugar House Blvd Port Orange, FL

### **DESCRIPTION OF WORK:**

- Demo permits
- Environmental survey
- Mobilization of equipment
- Supervision
- Labor
- Removal of building
- Removal of slab
- Removal of driveways back to aprons
- Removal of fencing as needed to conduct demolition
- Salvage rights
- Utility locates
- FDEP 10-Day Notification of Demolition
- Leveling of existing soils
- Hydroseeding of disturbed soils
- Trucking of debris to a licensed disposal facility including tipping fees

826 Sugar House: \$6,735.04

828 Sugar House: \$7,737.60

830 Sugar House: \$7,525.44

832 Sugar House: \$6,219.20

**Total: \$ 28,217.28**

**PRICE DOES NOT INCLUDE:** Bond, gopher tortoise relocation and permitting, impact fees, erosion control, silt fencing, **tree protection**, turbidity barrier, **sod/seeding/mulching other than specified**, removal of any unsuitable/hazardous contaminated materials, **removal of any asbestos containing materials**, abandonment of any storage or electrical vaults/wells/transformers/grease traps/gas-fuel-oil tanks/septic tanks, utility relocates, asbuilts, open cuts in roadways, any type of fencing other than stated, removal of piles/pile caps/horizontal grade beams, electrical work, dewatering, testing, rodent control certificate, **imported fill dirt**, top soil, surveyors site plan showing proposed structure, irrigation work/repair, clearing and grubbing, historical society paper work or permitting, bracing, shoring, sawcutting, tree trimming, root pruning, layout or surveying, right of way work, off site work, lane closures, traffic control, flag men, barricades.

**SAMSULA WASTE INC. DBA SAMSULA DEMOLITION WILL BE RESPONSIBLE ONLY FOR WORK STATED ABOVE.** All material is guaranteed to be as specified. Samsula Waste Inc. dba Samsula Demolition reserves the right to withdraw this proposal at any time. Upon execution of this proposal, Samsula Waste Inc. dba Samsula Demolition reserves all salvage rights regarding demolition. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. NOTE: If not accepted within Thirty (30) Days proposal becomes void.

**SAMSULA REPRESENTATIVE:** \_\_\_\_\_

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE

UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authoring Samsula Demolition to do the work as specified. Payment will be made regardless of damage claim. If the Contract is canceled after it has been executed, by the customer. The customer shall pay a fee of \$350 plus any costs incurred by Samsula Demolition. Contract balance will be due in full upon completion of the scope of work. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including but not limited to reasonable attorney fees.

**CUSTOMER'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSAL GOOD FOR 30 DAYS**



## **SAMSULA DEMOLITION**

Phone: 386-366-4392

Fax: 386-423-1436

Cell: 386-314-2254

Email: [estimating.samsulademolition@yahoo.com](mailto:estimating.samsulademolition@yahoo.com)

363 State Road 415

New Smyrna Beach FL, 32168

# Clarification

To whom it may concern,

Good morning, as requested by the Amanda, I'm writing the City of Port Orange to notify them that the item labeled "environmental survey" on my quote is an asbestos survey. As required by asbestos NESHAP on residential house demolitions that are a part of a larger project.

Thank you,  
Charles

Down To Earth Trucking Inc.

1569 Martins Dairy Rd  
New Smyrna Bch., FL. 32168

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 7/25/2023 | 13030      |

| Name / Address                                                          |
|-------------------------------------------------------------------------|
| City Of Port Orange<br>1000 City Center circle<br>Port Orange, FL 32129 |

| Project |
|---------|
|         |

| Item                                                                                | Description                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| demolition<br>miscellaneous<br>permit fee<br>miscellaneous<br>Fill<br>miscellaneous | 826 Sugar House Blvd<br><br>strucutre and concrete<br>extra trash inside the strucutre and on the property<br>residential<br>asbestos survey<br>level out lot<br>Seed and hay lot<br><br>Estimate Does Not Inclue: Asbestos abatement if found on the asbestos survey |

Call if any questions. Thank You

**Subtotal** \$6,657.00

**Sales Tax (6.0%)** \$0.00

**Total** \$6,657.00

| Phone #      | Fax # | E-mail                        |
|--------------|-------|-------------------------------|
| 386-478-1588 |       | downtoearthtrucking@yahoo.com |



Down To Earth Trucking Inc.

1569 Martins Dairy Rd  
New Smyrna Bch., FL. 32168

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 7/25/2023 | 13033      |

| Name / Address                                                          |
|-------------------------------------------------------------------------|
| City Of Port Orange<br>1000 City Center circle<br>Port Orange, FL 32129 |

| Project |
|---------|
|         |

| Item                                                                                | Description                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| demolition<br>miscellaneous<br>permit fee<br>miscellaneous<br>Fill<br>miscellaneous | 828 Sugar House Blvd<br><br>structure and concrete<br>extra trash inside the structure and on the property<br>residential<br>asbestos survey<br>level out lot<br>seed and hay lot<br><br>Estimate Does Not Include: Asbestos abatement if found on the asbestos survey |

Call if any questions. Thank You

**Subtotal** \$8,795.00

**Sales Tax (6.0%)** \$0.00

**Total** \$8,795.00

| Phone #      | Fax # | E-mail                        |
|--------------|-------|-------------------------------|
| 386-478-1588 |       | downtoearthtrucking@yahoo.com |

Down To Earth Trucking Inc.

1569 Martins Dairy Rd  
New Smyrna Bch., FL. 32168

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 7/25/2023 | 13034      |

| Name / Address                                                          |
|-------------------------------------------------------------------------|
| City Of Port Orange<br>1000 City Center circle<br>Port Orange, FL 32129 |

| Project |
|---------|
|         |

| Item                                                                                | Description                                                                                                                                                                       |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| demolition<br>miscellaneous<br>permit fee<br>miscellaneous<br>Fill<br>miscellaneous | 830 Sugar House Blvd<br><br>structure and concrete<br>extra trash inside the structure and on the property<br>residential<br>asbestos survey<br>level out lot<br>seed and hay lot |

Call if any questions. Thank You

**Subtotal** \$8,627.00

**Sales Tax (6.0%)** \$0.00

**Total** \$8,627.00

| Phone #      | Fax # | E-mail                        |
|--------------|-------|-------------------------------|
| 386-478-1588 |       | downtoearthtrucking@yahoo.com |

Down To Earth Trucking Inc.

1569 Martins Dairy Rd  
New Smyrna Bch., FL. 32168

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 7/25/2023 | 13035      |

| Name / Address                                                          |
|-------------------------------------------------------------------------|
| City Of Port Orange<br>1000 City Center circle<br>Port Orange, FL 32129 |

| Project |
|---------|
|         |

| Item                                                               | Description                                                                                                                                                                                                   |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| demolition<br>permit fee<br>miscellaneous<br>Fill<br>miscellaneous | 832 Sugar House Blvd<br><br>of structure and concrete<br>residential<br>asbestos survey<br>level out lot<br>seed and hay<br><br>Estimate Does Not Include: Asbestos abatement if found on the asbestos survey |

Call if any questions. Thank You

**Subtotal** \$5,560.00

**Sales Tax (6.0%)** \$0.00

**Total** \$5,560.00

| Phone #      | Fax # | E-mail                        |
|--------------|-------|-------------------------------|
| 386-478-1588 |       | downtoearthtrucking@yahoo.com |



**Ameritech Homes, Inc.**  
265 S State Road 415  
New Smyrna Beach, FL 32168  
(386) 427-7899  
billing@ameritechhomes.com  
<http://www.ameritechhomes.com>

**Estimate 3597**

**ADDRESS**

Sugar House Blvd  
Accounts Payable  
P.O. BOX 291759  
Port Orange, FL 32129-1759

**DATE**  
07/20/2023

**TOTAL**  
\$46,279.25

**EXPIRATION  
DATE**  
08/20/2023

**JOB ADDRESS**

826-832 Sugar House Blvd

**HOME SIZE**

6,783 Sqft

| ACTIVITY                                                                                                                                                                                                                                                                     | QTY   | RATE     | AMOUNT              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|---------------------|
| Permitting phase                                                                                                                                                                                                                                                             |       |          |                     |
| Allowance for governing municipals permit fees. Does not include governing municipals impact fees.                                                                                                                                                                           | 1     | 400.00   | 400.00              |
| Permit Processing which may include, depending on the scope of work, property research, to-scale drawings of provided site plans, submitting and obtaining demolition permit, contacting local power company to schedule disconnect and ordering underground locate tickets. | 1     | 300.00   | 300.00              |
| Notice of Commencement Filing Fee                                                                                                                                                                                                                                            | 1     | 16.00    | 16.00               |
|                                                                                                                                                                                                                                                                              |       |          | Subtotal: 716.00    |
| Demolition phase                                                                                                                                                                                                                                                             |       |          |                     |
| Asbestos Survey. Doesn't include asbestos abatement.                                                                                                                                                                                                                         | 1     | 2,500.00 | 2,500.00            |
| 826 Sugar House Blvd                                                                                                                                                                                                                                                         | 1,619 | 4.75     | 7,690.25            |
| 828 Sugar House Blvd                                                                                                                                                                                                                                                         | 1,860 | 4.75     | 8,835.00            |
| 830 Sugar House Blvd                                                                                                                                                                                                                                                         | 1,809 | 4.75     | 8,592.75            |
| Estimated additional loads of debris hauled off from sites 828 and 830                                                                                                                                                                                                       | 5     | 600.00   | 3,000.00            |
| 832 Sugar House Blvd                                                                                                                                                                                                                                                         | 1,495 | 4.75     | 7,101.25            |
| Removal of concrete driveways. Per Sqft                                                                                                                                                                                                                                      | 2,640 | 1.50     | 3,960.00            |
| Remove and dispose of small trees and foliage from front of property                                                                                                                                                                                                         | 1     | 2,000.00 | 2,000.00            |
| Hydroseed site                                                                                                                                                                                                                                                               | 1     | 1,884.00 | 1,884.00            |
| Totals                                                                                                                                                                                                                                                                       |       |          |                     |
| Est 6,783 Sqft Townhome                                                                                                                                                                                                                                                      |       |          |                     |
| Est 2,640sqft Driveway                                                                                                                                                                                                                                                       |       |          |                     |
|                                                                                                                                                                                                                                                                              |       |          | Subtotal: 45,563.25 |

| ACTIVITY                                                                                           | QTY | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------|-----|------|--------|
| We cannot dispose of tires, paint, batteries or hazardous materials.<br>PO Required to start work. |     |      |        |

Please review your estimate, sign and return at your earliest convenience. Feel free to contact us if you have any questions.

|       |             |
|-------|-------------|
| TOTAL | \$46,279.25 |
|-------|-------------|

All prices are subject to change without warning based on time of service.

THANK YOU.

Please sign and return estimates to 265 S SR 415, New Smyrna Beach, FL 32168 or send via email to [billing@ameritechhomes.com](mailto:billing@ameritechhomes.com).

Requested deposits may be paid in the form of a check, ACH transfer or credit card. Any payment request by credit card will incur a 4% convenience fee.

Thank you for considering our business!

Accepted By

Accepted Date

**CITY OF PORT ORANGE, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE  
CASE NO. 22-1374**

CITY OF PORT ORANGE,  
a Florida municipal corporation,

**Petitioner,**

LAUREN SANZO  
826 SUGAR HOUSE BOULEVARD  
PORT ORANGE, FL 32129  
PARCEL ID: 6337-08-01-0070

**Respondent.**

/

**FINDING OF FACT, CONCLUSION OF LAW AND ORDER**  
**(THIS DOES NOT CONSTITUTE A LIEN)**

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on June 14, 2023 after due notice to the Respondent(s), and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

**FINDINGS OF FACT:**

**A.** Respondents, LAUREN SANZO, whose mailing addresses are 826 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, and 492 Wiltshire Boulevard, Port Orange, FL 32127 the owner of the property located at 826 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, and more particularly described as:

LOT 7 SUGAR FOREST PHASE 1 PER OR 5109 PG 3220 PER OR 7364 PG 4260

**B.** The violation was to be corrected by (1.) The home which has been destroyed by fire and is uninhabitable is considered a safety hazard. All occupants residing inside the structure were to exit the property immediately. The property must remain vacated until the City deems the property safe and any placard remain posted and intact. (2.) All trash, debris, junk, and outside items were to be removed from the property no later than May 3, 2023. Trash, debris, junk and items remain on the property. (3.) The home, which has been destroyed by fire and is uninhabitable, requires demolition which will require a permit to be obtained through the City of Port Orange Building Department. A permit to demolish said structure was to be applied for no later than May 5, 2023. The permit was also to be obtained, to include payment of all associated fees and the demolition completed, no later than June 5, 2023. Following demolition, the property was to be filled, graded, and seeded with grass seed or sodded within five days of the date of

completion of the demolition and comply with the established vegetation standards of the city. No permits have been applied for as of this date and no demolition has occurred on the property. This condition was first observed at the real property described above on October 2, 2022; re-inspection was conducted on April 24, 2023 and the building inspector found that the structure was damaged, dangerous, unsafe, uninhabitable, and should be demolished. Notice of Violation was posted onsite at 826 Sugar House Blvd., Port Orange, FL 32129, on April 24, 2023, at 10:30 a.m., mailed regular and certified by the City Clerk's office on April 25, 2023, and the Affidavit of Building Official mailed regular and certified by the City Clerk's office on May 1, 2023, both mailed to the following:

- Lauren Sanso, 826 Sugar House Boulevard, Port Orange, FL 32129
- Lauren Sanso, 492 Wiltshire Boulevard, Port Orange, FL 32127
- Bank of England, Lender, Attn: Final Document Department, 5 Statehouse Plaza, #500, Little Rock, AR 72201
- Heritage Insurance, Attn: Claims Department, 1401 N. Westshore Boulevard, Tampa, FL 33607
- Nationstar Mortgage LLC, dba Mr. Cooper, P.O. Box 619092, Dallas, TX 75261-9947
- Nationstar Mortgage LLC/Mr. Copper/Corelogic, P.O. Box 9202, Coppell, TX 75019
- Nationstar MTG LLC, dba Mr. Cooper (CL-0012322), 3001 Hackberry, Irving, TX 75063
- All Unknown Occupants/Tenants, 826 Sugar House Boulevard, Port Orange, FL 32129

The Notice of Violation was posted in City Hall on April 24, 2023. The notice for publication was ordered and ran in the Daytona Beach News-Journal on May 10, 17, 24, and 31, 2023, in accordance with Florida Statute requirements. The aforesaid conditions constituted a violation of Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.1 Unsafe Conditions, 111.1.1 Unsafe Structures, 111.1.3 Structure unfit for human occupancy, 111.1.5 Dangerous structure of premises (1-11), Chapter 3 General Requirements, Section 304 Exterior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 304.1 General, Chapter 3 General Requirements, Section 305 Interior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 305.1 General, Chapter 42 (Nuisances), Article V (Unsafe Conditions) Section 42-108 (Unsafe conditions; nuisance) (a) (1-6) (b), of the City of Port Orange Code of Ordinances, Chapter 42 (Nuisances), Article II (Garbage, junk, and undergrowth), Section 42-26 (Cleanliness of property generally-duty of owner), (f) Garbage, waste, trash, etc., prohibited, of the City of Port Orange Code of Ordinances, Chapter 42 (Nuisances), Article II (Garbage, junk, and undergrowth), Section 42-32 (Storage of vehicles, furniture, etc.), of the City of Port Orange Code of Ordinances. The City also has authority to act under the following emergency measures and Respondents are to comply with the following: : Chapter 1 Scope and Administration, Section



111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.2.1 Authority to disconnect service utilities. Chapter 1 Scope and Administration, Section 112 Emergency Measures of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 112.1 Imminent Danger. Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.7.1 Placard Removal, 111.8 Prohibited Occupancy.

C. At the time of the hearing, the violations cited above: ☒ continued to exist, or ☐ remained non-compliant until \_\_\_\_\_ [Date].

D. ☒ The condition described above presents a serious threat to the public health, safety and welfare or is irreparable or irreversible.

**CONCLUSION OF LAW:**

Respondent(s), by reason of the foregoing, has/have violated the above-referenced code(s) in that the Respondent(s) failed, on or before the date set in the notice of violation, to remedy the conditions as stated in the notice of violation and is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

**ORDER:**

A. Respondent(s) shall correct the aforesaid violations by (1.) Demolishing the structure/home, which has been destroyed by fire and is uninhabitable. Prior to demolition a permit must be obtained through the City of Port Orange Building Department to include payment of all associated fees. (2.) Once the permit is obtained, the structure must be demolished to include the removal of all trash, junk, debris and personal items on the property. (3.) Following demolition, the property shall be filled, graded, and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city, on or before July 17, 2023. ("Compliance Date"). Additionally, (4.) the property must remain vacated and any electricity shut off within 72 hours of the hearing. If this is not completed within the timeframe specified, the City shall have the right to immediately have FPL turn off the power to the location. The property shall remain vacated with the electricity shut off until all codes are complied with as determined by the City. (5.) The utilities shall be shut off within 72 hours of the hearing. If this is not completed within the timeframe specified, the City shall have the right to immediately turn off utilities to the location. (6.) All Danger postings, listing the building/units as unsafe/uninhabitable, must remain as placed by the City. (7.) It shall be unlawful for any person to enter the premises except to safely demolish the structure and safely remove any hazardous conditions. The City may enforce this by any remedy it has pursuant to law.

If paragraph D. above is checked and the Respondent(s) has/have not abated the condition by the Compliance Date, then notice of the violation may be given to the City Council. The City Council may repair the condition and charge the Respondent(s) with reasonable costs of the

repairs. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to subsection (a)." The cost to date is \$2,652.45 as indicated on the cost sheet submitted into evidence. The Respondent(s) will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

**B. IF THE RESPONDENT(S) FAIL TO BRING THE PROPERTY INTO COMPLIANCE WITHIN 30 DAYS OF THE DATE OF THE ORDER, THE CITY IS GRANTED THE AUTHORITY BUT NOT THE OBLIGATION TO ENTER ONTO THE PROPERTY AND REMOVE, DEMOLISH AND DISPOSE of the structure destroyed by fire and all trash, junk, debris, litter, non-living plant material and all personal property that is inside and outside of the structure with all costs thereof being assessed against the Respondent(s) as indicated in paragraph A above. In addition, should the city remove, demolish and dispose of the aforementioned structure, items, and personal property, the city shall not be liable or responsible for any damage or loss associated with said removal, demolition or disposal consistent with Florida Statute 162.**

**C. A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207 and 2-214. Failure to comply with this Order shall result in the issuance of an Order Imposing Fine and Lien. The Order Imposing Fine and Lien shall not constitute a lien until a certified copy of said Order is recorded pursuant to Section 162.09(3), Florida Statutes.**

**DONE AND ORDERED** this 14 day of June, 2023.

Attest: \_\_\_\_\_

Secretary, Code Enforcement Special Magistrate

By: \_\_\_\_\_

Code Enforcement Special Magistrate

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent(s), LAUREN SANSO, 826 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, and Lauren Sanso, 492 Wiltshire Boulevard, Port Orange, FL 32127 by Certified and Regular Mail this 15 day of JUNE, 2023 and to the following at the following addresses by Certified and Regular Mail on this 15 day of June, 2023: Bank of England, Lender, Attn: Final Document Department, 5 Statehouse Plaza, #500, Little Rock, AR 72201, Heritage Insurance, Attn: Claims Department, 1401 N. Westshore Boulevard, Tampa, FL 33607, Nationstar Mortgage LLC, dba Mr. Cooper, P.O. Box 619092, Dallas, TX 75261-9947, Nationstar Mortgage LLC/Mr. Copper/Corelogic, P.O. Box 9202, Coppell, TX 75019, Nationstar MTG LLC, dba Mr. Cooper (CL-0012322), 3001 Hackberry,

Irving, TX 75063, and All Unknown Occupants/Tenants, 826 Sugar House Boulevard, Port Orange, FL 32129.

*Kady*

Secretary, Code Enforcement Special Magistrate

The Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the signing of this order.

CITY OF PORT ORANGE, FLORIDA  
I HEREBY CERTIFY the foregoing is a true copy  
of the original filed in this office.  
This document has/has not been redacted pursuant to Florida Law.  
This 15 day of June, 2023  
By: Kady

**CITY OF PORT ORANGE, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE  
CASE NO. 22-1393**

CITY OF PORT ORANGE,  
a Florida municipal corporation,

**Petitioner,**

JAMES V. KLOOS  
ITALA M. KLOOS  
828 SUGAR HOUSE BOULEVARD  
PORT ORANGE, FL 32129  
PARCEL ID: 6337-08-01-0080

**Respondents.**

/

**FINDING OF FACT, CONCLUSION OF LAW AND ORDER**  
**(THIS DOES NOT CONSTITUTE A LIEN)**

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on June 14, 2023 after due notice to the Respondent(s), and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

**FINDINGS OF FACT:**

**A.** Respondents, JAMES V. & ITALA M. KLOOS, whose mailing address is 828 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, Itala M. Kloos, 3644 Donna Street, Port Orange, FL 32129, and Itala M. Kloos, P.O. Box 290134, Port Orange, FL 32129 the owners of the property located at 828 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, and more particularly described as:

LOT 8 SUGAR FOREST PHASE I PER OR 1885 PGS 910 TO 942 INC MB 34 PG 123 PER  
OR 4362 PG 3898

**B.** The violation was to be corrected by (1.) The home which has been destroyed by fire and is uninhabitable is considered a safety hazard. All occupants residing inside the structure were to exit the property immediately. The property must remain vacated until the City deems the property safe and any placard remain posted and intact. (2.) All trash, debris, junk, and outside items were to be removed from the property no later than May 5, 2023. Trash, debris, junk and items remain on the property. (3.) The home, which has been destroyed by fire and is uninhabitable, requires demolition which will require a permit to be obtained through the City of Port Orange Building Department. A permit to demolish said structure was to be applied for no

later than May 7, 2023. The permit was also to be obtained, to include payment of all associated fees and the demolition completed, no later than June 7, 2023. Following demolition, the property was to be filled, graded, and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city. No permits have been applied for as of this date and no demolition has occurred on the property. This condition was first observed at the real property described above on October 2, 2022; re-inspection was conducted on April 24, 2023 and the building inspector found that the structure was damaged, dangerous, unsafe, uninhabitable, and should be demolished. Notice of Violation was posted onsite at 828 Sugar House Blvd., Port Orange, FL 32129, on April 24, 2023, at 10:35 a.m., mailed regular and certified by the City Clerk's office on April 25, 2023, and the Affidavit of Building Official mailed regular and certified by the City Clerk's office on May 1, 2023, both mailed to the following:

- James V. Kloos, 828 Sugar House Boulevard, Port Orange, FL 32129
- Itala M. Kloos, 828 Sugar House Boulevard, Port Orange, FL 32129
- Itala M. Kloos, 3644 Donna Street, Port Orange, FL 32129
- Itala M. Kloos, P.O. Box 290134, Port Orange, FL 32129
- Mr. Cooper, Insurance Company, 800 State Highway 121 Bypass, Louisville, TX 75067
- Nationstar Mortgage LLC, DBA Mr. Cooper, 8950 Cypress Waters Blvd., Coppell, TX 75019
- Nationstar Mortgage LLC/Mr. Cooper, CoreLogic, P.O. Box 9202, Coppell, TX 75019
- Federal National Mortgage Association, 5600 Granite Parkway, Building VII, Plano, TX 75024
- Federal National Mortgage Association, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254
- Bank of America, NA, 275 S. Valencia Avenue, Brea, CA 92832
- Nationstar MTG LLC, DBA Mr. Cooper (CL-0012322), 3001 Hackberry, Irving, TX 75063
- All Unknown Occupants/Tenants, 828 Sugar House Boulevard, Port Orange, FL 32129

The Notice of Violation was posted in City Hall on April 24, 2023. The notice for publication was ordered and ran in the Daytona Beach News-Journal on May 10, 17, 24, and 31, 2023, in accordance with Florida Statute requirements. The aforesaid conditions constituted a violation of Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.1 Unsafe Conditions, 111.1.1 Unsafe Structures, 111.1.3 Structure unfit for human occupancy, 111.1.5 Dangerous structure of premises (1-11), Chapter 3 General Requirements, Section 304 Exterior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of

Ordinances 304.1 General, Chapter 3 General Requirements, Section 305 Interior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 305.1 General, Chapter 42 (Nuisances), Article V (Unsafe Conditions) Section 42-108 (Unsafe conditions; nuisance) (a) (1-6) (b), of the City of Port Orange Code of Ordinances, Chapter 42 (Nuisances), Article II (Garbage, junk, and undergrowth), Section 42-26 (Cleanliness of property generally-duty of owner), (f) Garbage, waste, trash, etc., prohibited, of the City of Port Orange Code of Ordinances, Chapter 42 (Nuisances), Article II (Garbage, junk, and undergrowth), Section 42-32 (Storage of vehicles, furniture, etc.), of the City of Port Orange Code of Ordinances. The City also has authority to act under the following emergency measures and Respondents are to comply with the following: Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.2.1 Authority to disconnect service utilities. Chapter 1 Scope and Administration, Section 112 Emergency Measures of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 112.1 Imminent Danger. Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.7.1 Placard Removal, 111.8 Prohibited Occupancy.

C. At the time of the hearing, the violations cited above: ☒ continued to exist, or ☐ remained non-compliant until \_\_\_\_\_ [Date].

D. ☒ The condition described above presents a serious threat to the public health, safety and welfare or is irreparable or irreversible.

#### **CONCLUSION OF LAW:**

Respondent(s), by reason of the foregoing, has/have violated the above-referenced code(s) in that the Respondent(s) failed, on or before the date set in the notice of violation, to remedy the conditions as stated in the notice of violation and is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

#### **ORDER:**

A. Respondent(s) shall correct the aforesaid violations by (1.) Demolishing the structure/home, which has been destroyed by fire and is uninhabitable. Prior to demolition, a permit must be obtained through the City of Port Orange Building Department to include payment of all associated fees. (2.) Once the permit is obtained, the structure must be demolished to include the removal of all trash, junk, debris and personal items on the property. (3.) Following demolition, the property shall be filled, graded, and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city, on or before July 17, 2023. ("Compliance Date"). Additionally, (4.) The property must remain vacated and any electricity shut off within 72 hours of the hearing. If this is

not completed within the timeframe specified, the City shall have the right to immediately have FPL turn off the power to the location. The property shall remain vacated with the electricity shut off until all codes are complied with as determined by the City. (5.) The utilities shall be shut off within 72 hours of the hearing. If this is not completed within the timeframe specified, the City shall have the right to immediately turn off utilities to the location. (6.) All Danger postings, listing the building/units as unsafe/uninhabitable, must remain as placed by the City. (7.) It shall be unlawful for any person to enter the premises except to safely demolish the structure and safely remove any hazardous conditions. The City may enforce this by any remedy it has pursuant to law.

In the event that the property is not brought into compliance on or before the Compliance Date, and/or not maintained in a state of compliance, a daily fine of \$250.00 per day will be assessed for each day the property is in violation beyond the Compliance Date. If paragraph D. above is checked and the Respondent(s) has/have not abated the condition by the Compliance Date, then notice of the violation may be given to the City Council. The City Council may repair the condition and charge the Respondent(s) with reasonable costs of the repairs. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to subsection (a)." The cost to date is \$2,760.93 as indicated on the cost sheet submitted into evidence. The Respondent(s) will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

**B. IF THE RESPONDENT(S) FAIL TO BRING THE PROPERTY INTO COMPLIANCE WITHIN 30 DAYS OF THE DATE OF THE ORDER, THE CITY IS GRANTED THE AUTHORITY BUT NOT THE OBLIGATION TO ENTER ONTO THE PROPERTY AND REMOVE, DEMOLISH AND DISPOSE of the structure destroyed by fire and all trash, junk, debris, litter, non-living plant material and all personal property that is inside and outside of the structure with all costs thereof being assessed against the Respondents as indicated in paragraph A above. In addition, should the city remove, demolish and dispose of the aforementioned structure, items, and personal property, the city shall not be liable or responsible for any damage or loss associated with said removal, demolition or disposal consistent with Florida Statute 162.**

**C. A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondents and if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207 and 2-214. Failure to comply with this Order shall result in the issuance of an Order Imposing Fine and Lien. The Order Imposing Fine and Lien shall not constitute a lien until a certified copy of said Order is recorded pursuant to Section 162.09(3), Florida Statutes.**

**DONE AND ORDERED** this 14 day of June, 2023.

Attest:   
Secretary, Code Enforcement Special Magistrate

By:   
Code Enforcement Special Magistrate



**I HEREBY CERTIFY** that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent(s), JAMES V. & ITALA M. KLOOS, 828 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, Itala M. Kloos, 3644 Donna Street, Port Orange, FL 32129, and Itala M. Kloos, P.O. Box 290134, Port Orange, FL 32129 by Certified and Regular Mail this 15 day of JUNE, 2023 and to the following at the following addresses by Certified and Regular Mail on this 15 day of June, 2023: Mr. Cooper, Insurance Company, 800 State Highway 121 Bypass, Louisville, TX 75067, Nationstar Mortgage LLC, DBA Mr. Cooper, 8950 Cypress Waters Blvd., Coppell, TX 75019, Nationstar Mortgage LLC/Mr. Cooper, CoreLogic, P.O. Box 9202, Coppell, TX 75019, Federal National Mortgage Association, 5600 Granite Parkway, Building VII, Plano, TX 75024, Federal National Mortgage Association, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254, Bank of America, NA, 275 S. Valencia Avenue, Brea, CA 92832, Nationstar MTG LLC, DBA Mr. Cooper (CL-0012322), 3001 Hackberry, Irving, TX 75063, and All Unknown Occupants/Tenants, 828 Sugar House Boulevard, Port Orange, FL 32129.

*Body*

Secretary, Code Enforcement Special Magistrate

**The Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the signing of this order.**

CITY OF PORT ORANGE, FLORIDA  
I HEREBY CERTIFY the foregoing is a true copy  
of the original filed in this office.  
This document has/has not been redacted pursuant to Florida Law  
This 15 day of June, 2023  
By: *Body*

**CITY OF PORT ORANGE, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE  
CASE NO. 22-1394**

CITY OF PORT ORANGE,  
a Florida municipal corporation,

**Petitioner,**

FAIR VALUE HOMEBUYERS LLC  
830 SUGAR HOUSE BOULEVARD  
PORT ORANGE, FL 32129  
PARCEL ID: 6337-08-01-0090

**Respondent.**

/

**FINDING OF FACT, CONCLUSION OF LAW AND ORDER**  
**(THIS DOES NOT CONSTITUTE A LIEN)**

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on June 14, 2023 after due notice to the Respondent(s), and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

**FINDINGS OF FACT:**

**A.** Respondent(s), FAIR VALUE HOMEBUYERS LLC, whose mailing addresses are 830 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, and Fair Value Homebuyers LLC, Property Owners, 4781 N. Congress Avenue #1125, Boynton Beach, FL 33426, Fair Value Homebuyers LLC, Property Owners, c/o: Paul Anesevich, PJA Mgmt. LLC, 4521 PGA Boulevard, Suite 364, Palm Beach Gardens, FL 33418, Fair Value Homebuyers LLC, Property Owners, c/o: United States Corporation Agents, Inc., Registered Agent, 476 Riverside Avenue, Jacksonville, FL 32202, Fair Value Homebuyers LLC, c/o: Delaware Business Incorporators, Inc., 3422 Old Capitol TRL, Ste. 700, Wilmington, DE 19808, Fair Value Homebuyers, LLC, 156 Brigham Hill Rd., North Grafton, MA 01536 the owner of the property located at 830 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, and more particularly described as:

LOT 9 SUGAR FOREST PHASE 1 PER OR 1885 PGS 910 TO 942 INC MB 34 PG 123 PER  
OR 4545 PG 4360 PER OR 8318 PG 1017

**B.** The violation was to be corrected by (1.) The home which has been destroyed by fire and is uninhabitable is considered a safety hazard. All occupants residing inside the structure were to exit the property immediately. The property must remain vacated until the City deems the property safe and any placard remain posted and intact. (2.) All trash, debris, junk, and outside items were to be removed from the property no later than May 5, 2023. Trash, debris, junk and

items remain on the property. (3.) The home, which has been destroyed by fire and is uninhabitable, requires demolition which will require a permit to be obtained through the City of Port Orange Building Department. A permit to demolish said structure was to be applied for no later than May 7, 2023. The permit was also to be obtained, to include payment of all associated fees and the demolition completed, no later than June 7, 2023. Following demolition, the property was to be filled, graded, and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city. No permits have been applied for as of this date and no demolition has occurred on the property. This condition was first observed at the real property described above on October 2, 2022; re-inspection was conducted on April 24, 2023 and the building inspector found that the structure was damaged, dangerous, unsafe, uninhabitable, and should be demolished. Notice of Violation was posted onsite at 830 Sugar House Blvd., Port Orange, FL 32129, on April 24, 2023, at 10:40 a.m., mailed regular and certified by the City Clerk's office on April 25, 2023, and the Affidavit of Building Official mailed regular and certified by the City Clerk's office on May 1, 2023, both mailed to the following:

- Fair Value Homebuyers LLC, 830 Sugar House Boulevard, Port Orange, FL 32129
- Fair Value Homebuyers LLC, Property Owners, 4781 N. Congress Avenue #1125, Boynton Beach, FL 33426
- Fair Value Homebuyers LLC, Property Owners, c/o: Paul Anesevice, PJA Mgmt. LLC, 4521 PGA Boulevard, Suite 364, Palm Beach Gardens, FL 33418
- Fair Value Homebuyers LLC, Property Owners, c/o: United States Corporation Agents, Inc., Registered Agent, 476 Riverside Avenue, Jacksonville, FL 32202
- Fair Value Homebuyers LLC, c/o: Delaware Business Incorporators, Inc., 3422 Old Capitol TRL, Ste. 700, Wilmington, DE 19808
- Fair Value Homebuyers, LLC, 156 Brigham Hill Rd., North Grafton, MA 01536
- Flagler Insurance, Corporate Office, 1091 NE Pine Island Road, Ste. A, Cape Coral, FL 33909
- Maria Coroneos, 10 Spanish Pine Way, Ormond Beach, FL 32174
- All Unknown Occupants/Tenants, 830 Sugar House Boulevard, Port Orange, FL 32129

The Notice of Violation was posted in City Hall on April 24, 2023. The notice for publication was ordered and ran in the Daytona Beach News-Journal on May 10, 17, 24, and 31, 2023, in accordance with Florida Statute requirements. The aforesaid conditions constituted a violation of Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.1 Unsafe Conditions, 111.1.1 Unsafe Structures, 111.1.3 Structure unfit for human occupancy, 111.1.5 Dangerous structure of premises (1-11), Chapter 3 General Requirements, Section 304 Exterior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 304.1 General, Chapter 3 General Requirements, Section 305 Interior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the

City of Port Orange Code of Ordinances 305.1 General, Chapter 42 (Nuisances), Article V (Unsafe Conditions) Section 42-108 (Unsafe conditions; nuisance) (a) (1-6) (b), of the City of Port Orange Code of Ordinances, Chapter 42 (Nuisances), Article II (Garbage, junk, and undergrowth), Section 42-26 (Cleanliness of property generally-duty of owner), (f) Garbage, waste, trash, etc., prohibited, of the City of Port Orange Code of Ordinances, Chapter 42 (Nuisances), Article II (Garbage, junk, and undergrowth), Section 42-32 (Storage of vehicles, furniture, etc.), of the City of Port Orange Code of Ordinances. The City also has authority to act under the following emergency measures and Respondent(s) are to comply with the following: Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.2.1 Authority to disconnect service utilities. Chapter 1 Scope and Administration, Section 112 Emergency Measures of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 112.1 Imminent Danger. Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.7.1 Placard Removal, 111.8 Prohibited Occupancy.

C. At the time of the hearing, the violations cited above: ☒ continued to exist, or ☐ remained non-compliant until \_\_\_\_\_ [Date].

D. ☒ The condition described above presents a serious threat to the public health, safety and welfare or is irreparable or irreversible.

#### **CONCLUSION OF LAW:**

Respondent(s), by reason of the foregoing, has/have violated the above-referenced code(s) in that the Respondent(s) failed, on or before the date set in the notice of violation, to remedy the conditions as stated in the notice of violation and is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

#### **ORDER:**

A. Respondent(s) shall correct the aforesaid violations by (1.) Demolishing the structure/home, which has been destroyed by fire and is uninhabitable. Prior to demolition, a permit must be obtained through the City of Port Orange Building Department to include payment of all associated fees. (2.) Once the permit is obtained, the structure must be demolished to include the removal of all trash, junk, debris and personal items on the property. (3.) Following demolition, the property shall be filled, graded, and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city, on or before July 17, 2023. ("Compliance Date"). Additionally, (4.) The property must remain vacated and any electricity shut off within 72 hours of the hearing. If this is not completed within the timeframe specified, the City shall have the right to immediately have FPL turn off the power to the location. The property shall remain vacated with the electricity shut off until all codes are complied with as determined by the City. (5.) The utilities shall be shut off

within 72 hours of the hearing. If this is not completed within the timeframe specified, the City shall have the right to immediately turn off utilities to the location. (6.) All Danger postings, listing the building/units as unsafe/uninhabitable, must remain as placed by the City. (7.) It shall be unlawful for any person to enter the premises except to safely demolish the structure and safely remove any hazardous conditions. The City may enforce this by any remedy it has pursuant to law.

If paragraph D. above is checked and the Respondent(s) has/have not abated the condition by the Compliance Date, then notice of the violation may be given to the City Council. The City Council may repair the condition and charge the Respondent(s) with reasonable costs of the repairs. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to subsection (a)." The cost to date is \$2,720.61 as indicated on the cost sheet submitted into evidence. The Respondent(s) will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

**B. IF THE RESPONDENT(S) FAIL TO BRING THE PROPERTY INTO COMPLIANCE WITHIN 30 DAYS OF THE DATE OF THE ORDER, THE CITY IS GRANTED THE AUTHORITY BUT NOT THE OBLIGATION TO ENTER ONTO THE PROPERTY AND REMOVE, DEMOLISH AND DISPOSE of the structure destroyed by fire and all trash, junk, debris, litter, non-living plant material and all personal property that is inside and outside of the structure with all costs thereof being assessed against the Respondent(s) as indicated in paragraph A above. In addition, should the city remove, demolish and dispose of the aforementioned structure, items, and personal property, the city shall not be liable or responsible for any damage or loss associated with said removal, demolition or disposal consistent with Florida Statute 162.**

**C. A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207 and 2-214. Failure to comply with this Order shall result in the issuance of an Order Imposing Fine and Lien. The Order Imposing Fine and Lien shall not constitute a lien until a certified copy of said Order is recorded pursuant to Section 162.09(3), Florida Statutes.**

**DONE AND ORDERED this 14 day of June, 2023.**

Attest:   
Secretary, Code Enforcement Special Magistrate

By:   
Code Enforcement Special Magistrate

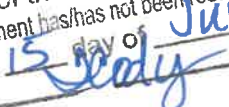
**I HEREBY CERTIFY** that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent(s), FAIR VALUE HOMEBUYERS LLC, 830 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129; Fair Value Homebuyers LLC, Property Owners, 4781 N. Congress Avenue #1125, Boynton Beach,

FL 33426, Fair Value Homebuyers LLC, Property Owners, c/o: Paul Anesevice, PJA Mgmt. LLC, 4521 PGA Boulevard, Suite 364, Palm Beach Gardens, FL 33418, Fair Value Homebuyers LLC, Property Owners, c/o: United States Corporation Agents, Inc., Registered Agent, 476 Riverside Avenue, Jacksonville, FL 32202, Fair Value Homebuyers LLC, c/o: Delaware Business Incorporators, Inc., 3422 Old Capitol TRL, Ste. 700, Wilmington, DE 19808, Fair Value Homebuyers, LLC, 156 Brigham Hill Rd., North Grafton, MA 01536 by Certified and Regular Mail this 15 day of JUNE, 2023 and by Certified and Regular Mail on this 15 day of June to the following at the following addresses: Flagler Insurance, Corporate Office, 1091 NE Pine Island Road, Ste. A, Cape Coral, FL 33909, Maria Coroneos, 10 Spanish Pine Way, Ormond Beach, FL 32174, and All Unknown Occupants/Tenants, 830 Sugar House Boulevard, Port Orange, FL 32129



Secretary, Code Enforcement Special Magistrate

**The Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the signing of this order.**

CITY OF PORT ORANGE, FLORIDA  
I HEREBY CERTIFY the foregoing is a true copy  
of the original filed in this office.  
This document has/has not been redacted pursuant to Florida Law.  
This 15 day of June, 2023  
By: 

**CITY OF PORT ORANGE, FLORIDA  
CODE ENFORCEMENT SPECIAL MAGISTRATE  
CASE NO. 22-1377**

CITY OF PORT ORANGE,  
a Florida municipal corporation,

**Petitioner,**

VINCENT PROUTY

MARLENE PROUTY ESTATE  
832 SUGAR HOUSE BOULEVARD  
PORT ORANGE, FL 32129

PARCEL ID: 6337-08-01-0100

**Respondents.**

**FINDING OF FACT, CONCLUSION OF LAW AND ORDER  
(THIS DOES NOT CONSTITUTE A LIEN)**

THIS CAUSE came on for public hearing before the Code Enforcement Special Magistrate on June 14, 2023 after due notice to the Respondent(s), and the Special Magistrate having heard testimony under oath, received evidence and heard argument from Staff thereupon issues its Findings of Fact, Conclusions of Law, and Order, as follows:

**FINDINGS OF FACT:**

**A.** Respondents, VINCENT PROUTY whose mailing addresses are 14 MIDDLE ROAD, LEBANON CHURCH, VA 22641 and 13502 KINGS CHARLES DRIVE, CHANTILLY, VA 20151, and MARLENE PROUTY ESTATE, whose mailing address is 832 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129 the owner of the property located at 832 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, and more particularly described as:

LOT 10 SUGAR FOREST PHASE 1 MB 34 PG 123 PER OR 4066 PG 2162 PER OR 7062  
PGS 4729-4730 PER OR 7131 PGS 1455-1456

**B.** The violation was to be corrected by (1.) The home which has been destroyed by fire and is uninhabitable is considered a safety hazard. All occupants residing inside the structure were to exit the property immediately. The property must remain vacated until the City deems the property safe and any placard remain posted and intact. (2.) The home, which has been destroyed by fire and is uninhabitable, requires demolition which will require a permit to be obtained through



the City of Port Orange Building Department. A permit to demolish said structure was to be applied for no later than May 7, 2023. The permit was also to be obtained, to include payment of all associated fees and the demolition completed, no later than June 7, 2023. Following demolition, the property was to be filled, graded, and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city. No permits have been applied for as of this date and no demolition has occurred on the property. This condition was first observed at the real property described above on October 2, 2022; re-inspection was conducted on April 24, 2023 and the building inspector found that the structure was damaged, dangerous, unsafe, uninhabitable and should be demolished. Notice of Violation was posted onsite at 832 Sugar House Blvd., Port Orange, FL 32129, on April 24, 2023, at 10:50 a.m., mailed regular and certified by the City Clerk's office on April 25, 2023, and the Affidavit of Building Official mailed regular and certified by the City Clerk's office on May 1, 2023, both mailed to the following:

- Marlene Prouty Estate, 832 Sugar House Boulevard, Port Orange, FL 32129
- Marlene Prouty, 832 Sugar House Boulevard, Port Orange, FL 32129
- Marlene Prouty, 14 Middle Road, Lebanon Church, VA 22641
- Vincent Prouty, 14 Middle Road, Lebanon Church, VA 22641
- Vincent Prouty, 13502 King Charles Drive, Chantilly, VA 20151
- PNC Mortgage (CL-0046586), 3001 Hackberry Road, Irving, TX 75063
- Cardinal Financial Company, 3701 Arco Corporate Drive, #200, Charlotte, NC 28273
- Universal Property & Casualty Insurance Company, c/o: Vetra Harrison, Subrogation Investigator, 1110 W. Commercial Boulevard, Fort Lauderdale, FL 33309
- All Unknown Occupants/Tenants, 832 Sugar House Boulevard, Port Orange, FL 32129

The Notice of Violation was posted in City Hall on April 24, 2023. The notice for publication was ordered and ran in the Daytona Beach News-Journal on May 10, 17, 24, and 31, 2023, in accordance with Florida Statute requirements. The aforesaid conditions constituted a violation of Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.1 Unsafe Conditions, 111.1.1 Unsafe Structures, 111.1.3 Structure unfit for human occupancy, 111.1.5 Dangerous structure of premises (1-11), Chapter 3 General Requirements, Section 304 Exterior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 304.1 General, Chapter 3 General Requirements, Section 305 Interior Structure of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 305.1 General, Chapter 42 (Nuisances), Article V (Unsafe Conditions) Section 42-108 (Unsafe conditions; nuisance) (a) (1-6) (b), of the City of Port Orange Code of Ordinances. The City also has authority to act under the following emergency measures and Respondents are to comply with the following: Chapter 1 Scope and Administration, Section

111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.2.1 Authority to disconnect service utilities. Chapter 1 Scope and Administration, Section 112 Emergency Measures of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 112.1 Imminent Danger. Chapter 1 Scope and Administration, Section 111 Unsafe Structures and Equipment of the 2021 International Property Maintenance Code as adopted per Chapter 14, Article II of the City of Port Orange Code of Ordinances 111.7.1 Placard Removal, 111.8 Prohibited Occupancy.

C. At the time of the hearing, the violations cited above: ☒ continued to exist, or ☐ remained non-compliant until \_\_\_\_\_ [Date].

D. ☒ The condition described above presents a serious threat to the public health, safety and welfare or is irreparable or irreversible.

#### **CONCLUSION OF LAW:**

Respondent(s), by reason of the foregoing, has/have violated the above-referenced code(s) in that the Respondent(s) failed, on or before the date set in the notice of violation, to remedy the conditions as stated in the notice of violation and is therefore subject to the provisions of the City of Port Orange Municipal Code 2.207.

#### **ORDER:**

A. Respondent(s) shall correct the aforesaid violations by (1.) Demolishing the structure/home, which has been destroyed by fire and is uninhabitable. Prior to demolition a permit must be obtained through the City of Port Orange Building Department to include payment of all associated fees. (2.) Once the permit is obtained, the structure must be demolished to include the removal of all trash, junk, debris and personal items on the property. (3.) Following demolition, the property shall be filled, graded, and seeded with grass seed or sodded within five days of the date of completion of the demolition and comply with the established vegetation standards of the city, on or before July 17, 2023. ("Compliance Date"). Additionally, (4.) The property must remain vacated, and any electricity shut off within 72 hours of the hearing. If this is not completed within the timeframe specified, the City shall have the right to immediately have FPL turn off the power to the location. The property shall remain vacated with the electricity shut off until all codes are complied with as determined by the City. (5.) The utilities shall be shut off within 72 hours of the hearing. If this is not completed within the timeframe specified, the City shall have the right to immediately turn off utilities to the location. (6.) All Danger postings, listing the building/units as unsafe/uninhabitable, must remain as placed by the City. (7.) It shall be unlawful for any person to enter the premises except to safely demolish the structure and safely remove any hazardous conditions. The City may enforce this by any remedy it has pursuant to law.

If paragraph D. above is checked and the Respondent(s) has/have not abated the condition by the Compliance Date, then notice of the violation may be given to the City Council. The City Council may repair the condition and charge the Respondent(s) with reasonable costs of the

repairs. Additionally, as per Chapter 2, Section 2-214, Code of Ordinances: "In addition to any fines, the Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes and all costs or repairs pursuant to subsection (a)." The cost to date is \$2,690.69 as indicated on the cost sheet submitted into evidence. The Respondent(s) will be responsible for any additional costs incurred with follow-up inspections and other costs associated with this case until its conclusion. Any future violations under this ordinance shall be considered repeat violations.

**B. IF THE RESPONDENTS FAIL TO BRING THE PROPERTY INTO COMPLIANCE WITHIN 30 DAYS OF THE DATE OF THE ORDER, THE CITY IS GRANTED THE AUTHORITY BUT NOT THE OBLIGATION TO ENTER ONTO THE PROPERTY AND REMOVE, DEMOLISH AND DISPOSE of the structure destroyed by fire and all trash, junk, debris, litter, non-living plant material and all personal property that is inside and outside of the structure with all costs thereof being assessed against the Respondent(s) as indicated in paragraph A above. In addition, should the city remove, demolish and dispose of the aforementioned structure, items, and personal property, the city shall not be liable or responsible for any damage or loss associated with said removal, demolition or disposal consistent with Florida Statute 162.**

**C. A certified copy of this Order may be recorded in the public records of Volusia County, Florida, and shall thereafter constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property. The findings in this Order shall be binding upon Respondent(s) and if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns pursuant to the City of Port Orange Municipal Code 2.207 and 2-214. Failure to comply with this Order shall result in the issuance of an Order Imposing Fine and Lien. The Order Imposing Fine and Lien shall not constitute a lien until a certified copy of said Order is recorded pursuant to Section 162.09(3), Florida Statutes.**

**DONE AND ORDERED** this 14 day of June, 2023.

Attest:   
Secretary, Code Enforcement Special Magistrate

By:   
Code Enforcement Special Magistrate

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Findings of Fact, Conclusion of Law, and Order have been furnished to Respondent(s): MARLENE PROUTY ESTATE, 832 SUGAR HOUSE BOULEVARD, PORT ORANGE, FL 32129, Marlene Prouty, 832 Sugar House Boulevard, Port Orange, FL 32129, Marlene Prouty, 14 Middle Road, Lebanon Church, VA 22641, and VINCENT PROUTY, 14 MIDDLE ROAD, LEBANON CHURCH, VA 22641 and VINCENTY PROUTY, 13502 KINGS CHARLES DRIVE, CHANTILLY, VA 20151, by Certified and Regular Mail this 15 day of JUNE, 2023 and to the following at the following addresses by Certified and Regular Mail on this 15 day of June, 2023: PNC Mortgage (CL-0046586), 3001 Hackberry Road, Irving, TX 75063, Cardinal Financial Company, 3701 Arco Corporate Drive, #200, Charlotte, NC 28273, Universal Property & Casualty Insurance Company, c/o: Vetra Harrison, Subrogation Investigator, 1110 W. Commercial Boulevard, Fort

Lauderdale, FL 33309, and All Unknown Occupants/Tenants, 832 Sugar House Boulevard, Port Orange, FL 32129.

*J. Cady*

Secretary, Code Enforcement Special Magistrate

**The Findings of Fact and Conclusions of Law set forth in the Order of the Special Magistrate constitute a final administrative order which may be appealed by filing a notice of appeal with the Circuit Court within 30 days of the signing of this order.**

CITY OF PORT ORANGE, FLORIDA  
I HEREBY CERTIFY the foregoing is a true copy  
of the original filed in this office.  
This document has not been redacted pursuant to Florida Law  
This 15 day of June, 2023  
By: *J. Cady*













# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E8) Resolution No. 23-27 - FY2022 - 2023 Third Quarter Budget Amendments

**DEPARTMENT:** Finance

**GOAL:** 5 - Fiscal Sustainability

---

**RECOMMENDED MOTION:** Move to approve Resolution No. 23-27.

---

**SUMMARY:** This item is the third quarter of the fiscal year budget review covering the period from April 1 to June 30, 2023. Staff performed a review covering the revenue and expenditure figures through the third quarter to compare the current amounts with the amount budgeted. In addition, a review of departmental operating needs was performed to see if adjustments were warranted. Additionally, there were a couple of project related carry forwards that required adjustment that are a part of this request.

Staff requests the Council amend the Fiscal Year 2022-2023 budget by revising the budget in total pursuant to itemization contained in Exhibit "A" of the Resolution.

Notable items in the budget amendments include:

1. Funding for Police Department HVAC Assessment
2. Additional funding for Ballfield Light Replacement
3. Additional funding for Fleet Division vehicle parts
4. Additional funding for Golf Course approved equipment replacement
5. Additional Funding for East Master Lift Station temporary generator
6. Funding for Pegasus Engineering, LLC for grant management services for the FEMA Hazard Mitigation Grant Program (HMGP)
7. Funding for the demolition of the burned-out 4-unit structure on Sugar House Blvd.

**PRESENTER:** John McKinney

---

**ATTACHMENTS:**

|    |                                       |                                           |
|----|---------------------------------------|-------------------------------------------|
| 1. | Budget Resolution No. 23-27 w exhibit | Budget Resolution No. 23-27 w exhibit.pdf |
|----|---------------------------------------|-------------------------------------------|

---

John McKinney

Created/Initiated - 7/12/2023

---



---

|               |                            |
|---------------|----------------------------|
| John McKinney | Approved - 7/13/2023       |
| Matthew Jones | Approved - 7/25/2023       |
| Wayne Clark   | Approved - 7/25/2023       |
| Tracee Cody   | Final Approval - 7/25/2023 |

---

RESOLUTION NO. 23-27

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022-23; PROVIDING APPROVAL FOR ADJUSTMENTS OF 2022-2023 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2022, the City of Port Orange, adopted Resolution 22-30 approving the City's total operating and capital budgets for Fiscal Year 2022-23; and

WHEREAS, the City of Port Orange adopted Resolution 22-32 on October 4, 2022; Resolution 22-38 on November 15, 2022; Resolution 23-09 on February 7, 2023; Resolution 23-17 on May 16, 2023; and each amending the total operating budget for Fiscal Year 2022-23; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2022-23 operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1.        Approval of 2022-2023 Budget Adjustments. The City's 2022-23 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 2.        The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2022 through September 30, 2023.

Section 3.        Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4.        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 5.        This resolution shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

\_\_\_\_\_  
Robin Fenwick, MMC, City Clerk

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_

Reviewed and Approved: \_\_\_\_\_  
Matthew J. Jones, City Attorney



Exhibit "A"

AMENDED BUDGET FISCAL YEAR 2022 - 23

| Fund         | Description                 | Resolution 22-30 | Resolution 22-32 | Resolution 22-38 | Resolution 23-09 | Resolution 23-17 | Resolution 23-27 | Amended Budget |
|--------------|-----------------------------|------------------|------------------|------------------|------------------|------------------|------------------|----------------|
| 001          | General                     | 48,601,261       | 2,000,000        | 2,117,105        | 9,412,895        | 445,652          | 280,000          | 62,856,913     |
| 010          | National Opioid Litigation  | -                | -                | -                | 37,903           | -                | -                | 37,903         |
| 019          | Federal Disaster Funds      | 9,981,987        | 2,000,000        | 5,500,000        | (9,981,987)      | -                | 61,000           | 7,561,000      |
| 102          | Tax Increment - Eastport    | 416,282          | -                | -                | -                | -                | -                | 416,282        |
| 103          | Tax Increment - Town Center | 430,819          | -                | -                | -                | -                | -                | 430,819        |
| 106          | Recreational Facilities     | 235,700          | -                | 1,212            | -                | -                | -                | 236,912        |
| 109          | Building Special Revenue    | 2,999,775        | -                | 1,053,089        | (27)             | 70,000           | -                | 4,122,837      |
| 110          | CDBG Special Revenue        | 777,846          | -                | 300,000          | -                | -                | -                | 1,077,846      |
| 199          | Grant Special Revenue       | 286,379          | -                | 285,838          | -                | -                | 9,401            | 581,618        |
| 214          | Debt Srvc GO                | 901,154          | -                | -                | -                | -                | -                | 901,154        |
| 217          | Debt Srvc Eastport Tax Note | 236,885          | -                | -                | -                | -                | -                | 236,885        |
| 218          | Debt Srvc Town Center Bonds | 402,609          | -                | -                | -                | -                | -                | 402,609        |
| 220          | Debt Srvc Bonds             | 1,150,525        | -                | -                | -                | -                | -                | 1,150,525      |
| 301          | Capital Projects            | 2,826,909        | -                | 2,957,971        | 131,048          | -                | -                | 5,915,928      |
| 306          | Transp Cap Projects         | 150,250          | -                | 150,250          | -                | -                | -                | 300,500        |
| 311          | Fire Impact Fee             | 448,000          | -                | -                | -                | -                | -                | 448,000        |
| 312          | Transp Impact Fee           | 551,696          | -                | 770,717          | -                | -                | -                | 1,322,413      |
| 317          | General Cap Rplcmnt         | 11,037,097       | -                | 4,719,501        | 650,714          | 254,857          | -                | 16,662,169     |
| 401          | Water / Sewer               | 29,135,000       | -                | 8,435,902        | -                | -                | -                | 37,570,902     |
| 403          | W / S R&R                   | 15,560,000       | -                | 31,996,147       | 4,742,045        | 4,058,000        | 38,250           | 56,394,442     |
| 405          | W / S Impact Fee            | 165,000          | -                | 5,830,838        | -                | -                | -                | 5,995,838      |
| 410          | Solid Waste                 | 9,187,000        | -                | -                | 2,420            | -                | -                | 9,189,420      |
| 412          | Stormwater Utility          | 5,703,074        | -                | 2,391,601        | 55,607           | 25,100           | 36,744           | 8,212,126      |
| 413          | Stormwater Capital          | 2,110,640        | -                | 2,467,796        | -                | -                | -                | 4,578,436      |
| 414          | Drainage Bond Sinking       | 699,004          | -                | -                | -                | -                | -                | 699,004        |
| 416          | Wetland Mitigation          | 53,945           | -                | -                | (47)             | -                | -                | 53,898         |
| 418          | SRF Debt Service            | 1,698,982        | -                | -                | -                | -                | -                | 1,698,982      |
| 420          | Forestry                    | 397,004          | -                | 135,000          | 12,717           | -                | -                | 544,721        |
| 450          | Golf Course Operating       | 1,898,806        | -                | 42,031           | (12,879)         | -                | -                | 1,927,958      |
| 501          | Information Technology      | 2,686,580        | -                | 48,728           | 293,395          | -                | -                | 3,028,703      |
| 503          | Vehicle Maintenance         | 1,296,831        | -                | -                | (431)            | 82,698           | 115,000          | 1,494,098      |
| 504          | Risk Management             | 2,419,833        | -                | -                | -                | -                | -                | 2,419,833      |
| 505          | Lease & Replacement         | 2,893,815        | -                | 1,846,545        | (60,264)         | -                | 10,000           | 4,690,096      |
| 506          | Building Maint              | 2,620,347        | -                | 554,858          | (67)             | -                | -                | 3,175,138      |
| 508          | Loan Pool                   | 179,509          | -                | -                | -                | -                | -                | 179,509        |
| 606          | Police Benefit Trust        | 4,900            | -                | -                | -                | -                | -                | 4,900          |
| 607          | Police Forfeiture           | 62,000           | -                | 232,772          | -                | -                | -                | 294,772        |
| 611          | Recreation Impact Fee       | 27,000           | -                | 384,462          | -                | -                | -                | 411,462        |
| 615          | Police Education Trust      | 10,000           | -                | -                | -                | -                | -                | 10,000         |
| 621          | Recreation Scholarship      | 27,300           | -                | 2,300            | -                | -                | -                | 29,600         |
| 625          | Federal Police Forfeiture   | 50,000           | -                | -                | -                | -                | -                | 50,000         |
| Grand Total: |                             | 160,321,744      | 4,000,000        | 72,224,663       | 5,283,042        | 4,936,307        | 550,395          | 247,316,151    |

# **Exhibit "A" DETAIL FOR RES. 23-27 STAFF RECOMMENDED ADJUSTMENTS**

| FUND                              | ACCOUNT DESCRIPTION                     | PROPOSED<br>ADJUSTMENT | Description                                                  |
|-----------------------------------|-----------------------------------------|------------------------|--------------------------------------------------------------|
| <hr/>                             |                                         |                        |                                                              |
| GENERAL FUND - 001                |                                         |                        |                                                              |
|                                   | REIMBURSEMENT                           | 30,000                 | REIMBURSEMENT FROM PROPERTY OWNERS FOR DEMOLITION            |
|                                   | TRANSFER IN - TRANSFER FROM 317         | 250,000                | TRANSFER FROM FUND 317                                       |
|                                   | REVENUES                                | <hr/> 280,000          |                                                              |
|                                   | CONTRACTUAL SERVICES - CODE ENFORCEMENT | 30,000                 | CODE ENFORCEMENT DEMOLITION OF SUGARHOUSE STRUCTURES         |
|                                   | CAPITAL OUTLAY - NON-DEPARTMENTAL       | 250,000                | PD HVAC ASSESSMENT                                           |
|                                   | EXPENDITURES                            | <hr/> 280,000          |                                                              |
| FEDERAL DISASTER FUND - 019       |                                         |                        |                                                              |
|                                   | STATE GRANT REVENUE                     | 61,000                 | PEGASUS ENGINEERING FOR FEMA HAZARD MITIGATION GRANT PROGRAM |
|                                   | REVENUES                                | <hr/> 61,000           |                                                              |
|                                   | CONTRACTUAL SERVICE                     | 61,000                 | PEGASUS ENGINEERING FOR FEMA HAZARD MITIGATION GRANT PROGRAM |
|                                   | EXPENDITURES                            | <hr/> 61,000           |                                                              |
| GRANT FUND - 199                  |                                         |                        |                                                              |
|                                   | STATE GRANT REVENUE                     | 9,401                  | RADAR & SPEED MEASUREMENT PROGRAM GRANT APPROVED RES 23-06   |
|                                   | REVENUES                                | <hr/> 9,401            |                                                              |
|                                   | CAPITAL OUTLAY - POLICE                 | 9,401                  | RADAR & SPEED MEASUREMENT PROGRAM GRANT APPROVED RES 23-06   |
|                                   | EXPENDITURES                            | <hr/> 9,401            |                                                              |
| GENERAL CAPITAL REPLACEMENT - 317 |                                         |                        |                                                              |
|                                   | CAPITAL OUTLAY - PARKS AND RECREATION   | (39,567)               | QPC067 PROJECT BALANCE TRANSFER TO QPC201                    |
|                                   | CAPITAL OUTLAY - PARKS AND RECREATION   | 39,567                 | QPC201 BALLFIELD LAMP REPLACEMENT                            |
|                                   | CAPITAL OUTLAY - BUILDING MAINTENANCE   | (250,000)              | OBM200 FIRE STATION 74 CEILING AND HVAC TRANSFER TO PD HVAC  |
|                                   | TRANSFER OUT - TRANSFER TO GENERAL FUND | 250,000                | TRANSFER TO GENERAL FUND                                     |
|                                   | EXPENDITURES                            | <hr/> -                |                                                              |

| FUND                                      | ACCOUNT DESCRIPTION        | PROPOSED<br>ADJUSTMENT | Description                                             |
|-------------------------------------------|----------------------------|------------------------|---------------------------------------------------------|
| <b>WATER AND SEWER R&amp;R FUND - 403</b> |                            |                        |                                                         |
|                                           | APPROPRIATED FUND BALANCE  | 38,250                 | SLS205 EAST MASTER LIFT STATION GENERATOR WORK          |
|                                           | REVENUES                   | 38,250                 |                                                         |
|                                           | CAPITAL OUTLAY             | 38,250                 | SLS205 EAST MASTER LIFT STATION GENERATOR WORK          |
|                                           | EXPENDITURES               | 38,250                 |                                                         |
| <b>STORMWATER UTILITY - 412</b>           |                            |                        |                                                         |
|                                           | APPROPRIATED FUND BALANCE  | 19,000                 | STORMWATER FEE ADJUSTMENT MAILING                       |
|                                           | APPROPRIATED FUND BALANCE  | 17,744                 | RAFETLIS RATE STUDY STORMWATER ANALYSIS ZMI068          |
|                                           | REVENUES                   | 36,744                 |                                                         |
|                                           | CONTRACTUAL SERVICES       | 19,000                 | STORMWATER FEE ADJUSTMENT MAILING                       |
|                                           | CONTRACTUAL SERVICES       | 17,744                 | RAFETLIS RATE STUDY STORMWATER ANALYSIS ZMI068          |
|                                           | EXPENDITURES               | 36,744                 |                                                         |
| <b>VEHICLE MAINTENANCE - 503</b>          |                            |                        |                                                         |
|                                           | APPROPRIATED FUND BALANCE  | 115,000                | EXTERNAL VEHICLE REPAIRS & VEHICLE PARTS COST INCREASES |
|                                           | REVENUES                   | 115,000                |                                                         |
|                                           | MAINTENANCE AND REPAIRS    | 115,000                | EXTERNAL VEHICLE REPAIRS & VEHICLE PARTS COST INCREASES |
|                                           | EXPENDITURES               | 115,000                |                                                         |
| <b>LEASE &amp; REPLACEMENT - 505</b>      |                            |                        |                                                         |
|                                           | INTERNAL SERVICE FUND FEES |                        |                                                         |
|                                           | APPROPRIATED FUND BALANCE  | 10,000                 | GOLF COURSE FLEET REPLACEMENT COST INCREASE             |
|                                           | REVENUES                   | 10,000                 |                                                         |
|                                           | CAPITAL - GOLF COURSE      | 10,000                 | GOLF COURSE FLEET REPLACEMENT COST INCREASE             |
|                                           | EXPENDITURES               | 10,000                 |                                                         |
|                                           | REVENUES                   |                        |                                                         |
|                                           |                            | 550,395                |                                                         |
|                                           | EXPENDITURES               |                        |                                                         |
|                                           |                            | 550,395                |                                                         |
|                                           | VARIANCE                   |                        |                                                         |
|                                           |                            | -                      |                                                         |



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E9) Resolution No. 23-28 - Housing and Urban Development Community Development Block Grant (CDBG) Plan Year 2023 Annual Action Plan

**DEPARTMENT:** Finance

**GOAL:** 2 - Infrastructure  
5 - Fiscal Sustainability

---

**RECOMMENDED MOTION:** Move to approve Resolution No. 23-28 - CDBG PY2023 Annual Action Plan, authorizing the Mayor to sign the included required certifications, to execute the required Grant Award Agreement and authorize staff to submit to the U.S. Department of Housing and Urban Development (HUD).

---

**SUMMARY:** As a recipient of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), the City of Port Orange is eligible for annual allocations in support of an approved 5-Year Consolidated Plan. The Annual Action Plan serves as the City's application for the eligible annual funding, and describes needs, goals, and objectives in support of the 5-Year Consolidated Plan.

The City of Port Orange was notified of the anticipated PY2023 (October 1, 2023 – September 30, 2024) CDBG allocation of \$375,895.00. To receive these funds, the City must submit an application in the form of an Annual Action Plan that is consistent with the City's Five (5) Year CDBG Consolidated Plan, as approved by HUD.

The staff is proposing that the City's PY2023 CDBG allocation be expended on the (A) Jackson Street and Oak Street Drainage Improvements Project (\$169,167), (B) City Center Sidewalk Improvements (\$169,168) and (C) Planning and Administration (\$37,560). The proposed PY2023 Annual Action Plan has been made available for review through the City's CDBG web page. In addition, the opportunity for public comment was advertised in the Hometown News on June 30, 2023, in compliance with the City's Citizen Participation Plan. The required 30-day citizen comment period ended on July 31, 2023 and included a public hearing held on July 6, 2023. Upon approval by the City Council, this plan will be submitted to HUD for review and approval.

**PRESENTER:** John McKinney

---

**ATTACHMENTS:**

|    |                         |                             |
|----|-------------------------|-----------------------------|
| 1. | Reso No 23-28 CDBG PY23 | Reso No 23-28 CDBG PY23.pdf |
|----|-------------------------|-----------------------------|



|    |                                                   |                                                       |
|----|---------------------------------------------------|-------------------------------------------------------|
| 2. | Application for Federal Assistance<br>SF424a      | SF424a.pdf                                            |
| 3. | SF424D Assurances - Construction<br>programs 2025 | sf424d assurances - construction<br>programs 2025.pdf |
| 4. | Non-State-Certifications                          | Non-State-Certifications.pdf                          |
| 5. | PY23 Annual Action Plan DRAFT 7-11-<br>23 (1)     | PY23 Annual Action Plan DRAFT 7-11-<br>23 (1).pdf     |

John McKinney  
John McKinney  
Matthew Jones  
Wayne Clark  
Tracee Cody

Created/Initiated - 7/12/2023  
Approved - 7/12/2023  
Approved - 7/18/2023  
Approved - 7/25/2023  
Final Approval - 7/25/2023

RESOLUTION NO. 23-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; FOR ACCEPTANCE OF \$375,895.00 IN GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"); APPROVING THE CDBG PY23 ANNUAL ACTION PLAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE GRANT AWARD; AUTHORIZING STAFF TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT; PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a \$375,895.00 grant from the U.S. Department of Housing and Urban Development for Jackson Street and Oak Street Drainage Improvements Project (\$169,167), City Center Sidewalk Improvements (\$169,168) and Administrative and Planning Costs (\$37,560): and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby accepts the PY23 grant funding in the amount of \$375,895.00.

Section 2. The City Council of the City of Port Orange hereby approves of and authorizes staff to submit the PY23 Annual Action Plan to the U.S. Department of Housing and Urban Development.

Section 3. The Mayor and City Clerk are hereby authorized to execute any and all documents, agreements, or certifications necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

\_\_\_\_\_

Robin L. Fenwick, MMC, City Clerk

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Assistant City Attorney

### Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

B-23-MC-12-0053

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

City of Port Orange

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000412

**\* c. UEI:**

LV8ZD1LYF3H4

**d. Address:**

**\* Street1:**

1000 City Center Circle

**Street2:**

**\* City:**

City of Port Orange

**County/Parish:**

**\* State:**

FL: Florida

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

32129-4144

**e. Organizational Unit:**

**Department Name:**

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Ms

**\* First Name:**

Theresa

**Middle Name:**

**\* Last Name:**

Brooks

**Suffix:**

**Title:**

Grants Manager

**Organizational Affiliation:**

**\* Telephone Number:**

(386) 717-9050

**Fax Number:**

**\* Email:**

tbrooks@port-orange.org

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

US Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

### \* 12. Funding Opportunity Number:

14.218

\* Title:

Community Development Block Grant Program

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

FL6

\* b. Program/Project

FL6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

10/01/2023

\* b. End Date:

09/30/2024

**18. Estimated Funding (\$):**

\* a. Federal

375,895.00

\* b. Applicant

0.00

\* c. State

0.00

\* d. Local

0.00

\* e. Other

0.00

\* f. Program Income

0.00

\* g. TOTAL

375,895.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

Mr.

\* First Name:

Donald

Middle Name:

O

\* Last Name:

Burnette

Suffix:

\* Title:

Mayor

\* Telephone Number:

386-506-5502

Fax Number:

\* Email:

dburnette@port-orange.org

\* Signature of Authorized Representative:

\* Date Signed:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.



11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|                                                                          |                                                                          |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL                              | TITLE                                                                    |
| <div style="background-color: yellow; height: 40px; width: 100%;"></div> | <div style="background-color: yellow; height: 20px; width: 100%;"></div> |
| APPLICANT ORGANIZATION                                                   | DATE SUBMITTED                                                           |
| <div style="background-color: yellow; height: 20px; width: 100%;"></div> | <div style="background-color: yellow; height: 20px; width: 100%;"></div> |

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

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

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

---

Signature of Authorized Official

---

Date

---

Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.



**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

---

Signature of Authorized Official

---

Date

---

Title

## **Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying Certification**

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

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) required the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY2021 to PY2025. This PY2023 Annual Action Plan is the third year of implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2023 and ending on September 30, 2024. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. As of 2022, the population estimate is 64,870 persons. As of 2022, there are six Census Tracts (0824.14, 0825.03, 0825.06, 0825.07, 0825.10, 0825.11) within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it is eligible to receive a CDBG entitlement allocation of \$375,895 in PY2023. The proposed use of this funding is, primarily, on public infrastructure improvements. An estimated 80% of the PY2023 CDBG allocation will be focused on the public infrastructure improvements in this area.

Aligned with the adopted five (5) Year CDBG Consolidated Plan previously approved by HUD, staff is proposing to utilize the city's PY2023 CDBG allocation on the Jackson Street and Oak Street Drainage Improvements (\$169,167), City Center Sidewalk Improvements (\$169,168) and Planning and Administration (\$37,560).

The 2021-2025 Five-year Consolidated Plan addresses improvement projects by the City to improve infrastructure.

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

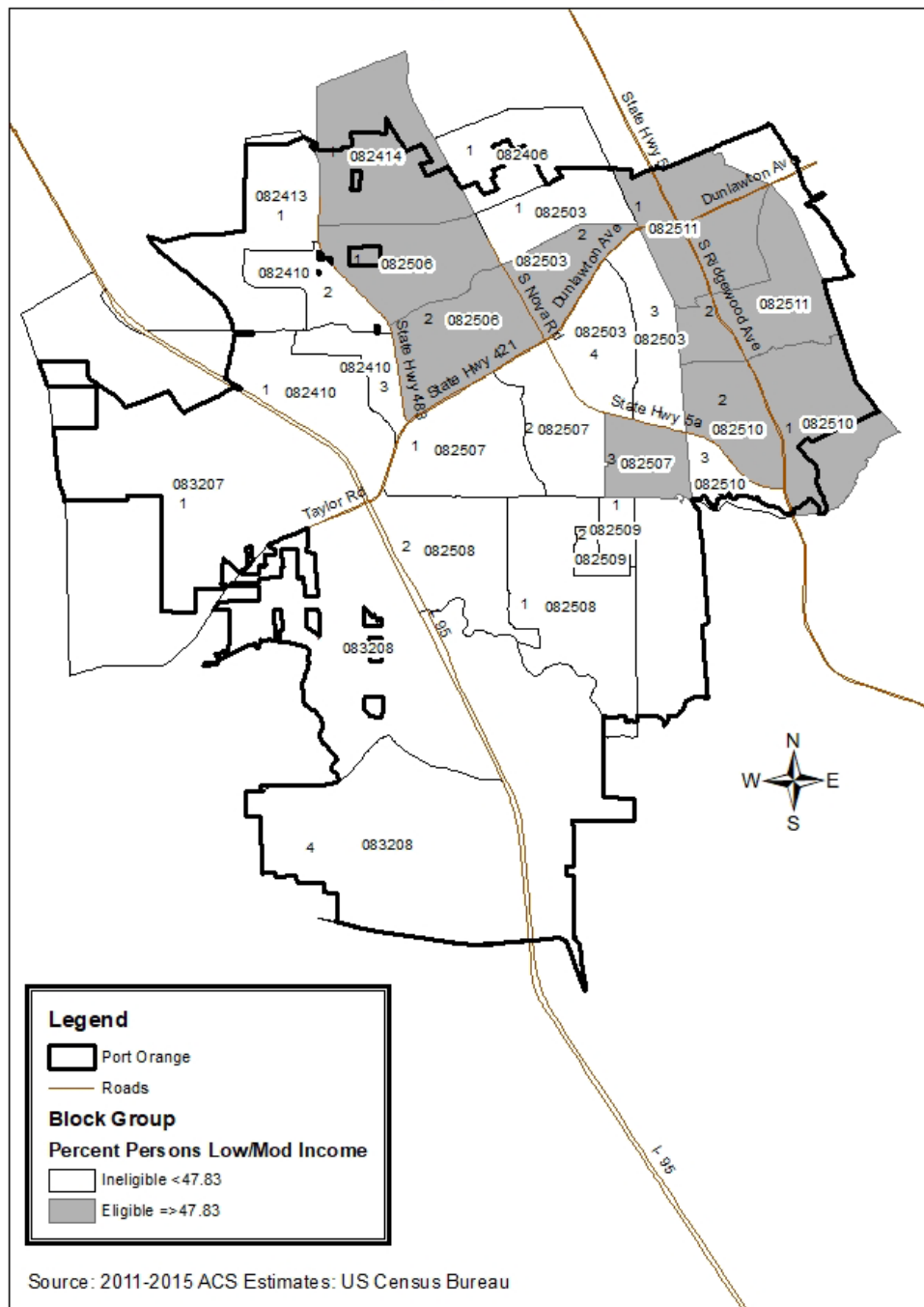
The City of Port Orange developed its 2021-2025 Five-Year Consolidated Plan and Annual Action Plans based on an analysis of the data presented along with community participation and stakeholder consultation process. The Consolidated Plan identified the community's affordable housing, community development, homelessness, and economic development needs, and outlines a comprehensive and coordinated strategy for addressing them.

Through these efforts established during the development of the Consolidated Plan the city identified three high priority needs in which to invest CDBG funding throughout the five-year period. The priority needs included: 1) Public Improvements and Infrastructure, 2) Public Facilities, and 3) Economic Development.

To provide for the top priority needs, the goals for the period continue to be as follows:

1. Improve public infrastructure – Including improvements to streets, sidewalks, stormwater drainage, sewer, and other public infrastructure in low/moderate income areas. Residents have also expressed a desire for improving roads and striping on streets, fixing drainage, and stormwater runoff improvement.
2. Provide housing and services for homeless persons – Including emergency shelter, transitional housing, and permanent housing, as well as outreach and supportive services. The City will focus on providing funds to subrecipients that are community partners.
3. For PY2023, the City will continue drainage improvements in Census tract 825.03/ block group 2. This activity will benefit all the residents in this low moderate-income area.
4. For PY 2023, the City will continue a sidewalk improvement project in Census tract 825.06/ block group 2. This activity will benefit all the residents in this block group.

## Port Orange CDBG Eligible Areas



### CDBG Eligible Areas

Annual Action Plan  
2023

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Port Orange became eligible to receive HUD CPD funds in 2006. Since that time, the City has received \$5,187,106 in CDBG funds. The Consolidated Plan for the prior Five-Year period of 2016-2020 provided the oversight and guidance to accomplish established goals through annual action plans directed toward the identified priority of public infrastructure improvement. Two multi-year priority projects for the City, the Virginia Avenue and Monroe Street Drainage Improvement Project and the Howe's Street Drainage Improvement Project, receive multiple annual allocations of CDBG funding. These projects have provided direct positive impact to more than 10,000 residents of the City of Port Orange, exceeding the project outcomes and alleviating flooding in an LMI neighborhood. Roadway and Resurfacing Improvements provided direct positive impact in four LMI census groups, also exceeding the projected outcomes of assistance to 3000 residents by more than double. During the first year of the 2021-2025 Five-Year Consolidated Plan the Causeway Park - Parking and Seawall Improvement project started its environmental review process. In the third year of the plan CDBG funds will be used on the Jackson Street and Oak Street Drainage Improvements and City Center Sidewalks Improvements. In conclusion, this is the third year of the plan and the CDBG funds will be used as planned in the Proposed PY23 Annual Action Plan.

### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

During the preparation of the 2021-2025 Five-Year Consolidated Plan the City of Port Orange consulted with community service providers, other jurisdictions, and other entities, public and private, with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues.

The City solicited public feedback through newspapers, local media outlets and public hearings. During the preparation of the PY 23 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, June 30, 2023 to invite the community to participate in a Public Hearing on Thursday, July 6, 2023 regarding the Proposed PY2023 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY23 Action Plan during the 30-day public comment period from Friday, June 30, 2023 to Monday, July 31, 2023. The plan was posted on the City's website and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 1, 2023.



## **5. Summary of public comments**

There were no comments at the Public Hearing or during the 30-day comment period.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

There were no comments at the Public Hearing or during the 30-day comment period.

## **7. Summary**

The City intends to leverage other funding sources whenever possible to address the other priority needs of housing, public services, and economic development.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role        | Name        | Department/Agency  |
|--------------------|-------------|--------------------|
| CDBG Administrator | PORT ORANGE | Finance Department |

Table 1 – Responsible Agencies

### Narrative (optional)

### Consolidated Plan Public Contact Information

Theresa E. Brooks  
Grants Manager  
(386) 717-9050  
tbrooks@port-orange.org

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

HUD Consolidated Plan regulations mandate that the City consult with other public and private agencies, State or local health and child welfare agencies, adjacent governments, the local Continuum of Care (CoC), and Public Housing Authorities during the preparation of the Consolidated Plan. In its administration of the CDBG program, the City works with local, regional, and statewide agencies and organizations to ensure that services are provided or available to its residents. During the preparation of the 2021-2025 Five-Year Consolidated Plan a consultation process was conducted with stakeholders in the housing and community development industry. The City engaged with stakeholders by reaching out through its website, conducting online surveys, placing notices in City Hall and the Port Orange Regional Library, conducting stakeholder interviews (phone calls and emails), and placing newspaper advertisements in the Hometown News.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Port Orange works very closely with the Volusia County Community Assistance Division. The County receives State Housing Initiatives Program (SHIP) funding from the Florida Housing Finance Corporation to provide affordable housing for very low, low, and moderate-income households. The SHIP program encourages the development of local housing partnerships between municipalities in the County, lenders, real estate professionals, and advocates.

The City does not have a public housing authority, but the Volusia County Community Assistance Division manages the Section 8 Housing Choice Voucher Program. The County PHA provides portable housing choice vouchers that may be used in the City of Port Orange.

The City also works with local and regional non-profit housing providers and social service agencies to coordinate homelessness efforts.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care (CoC) which serves Volusia County. The CoC is responsible for conducting the annual count of people experiencing homelessness, identifying the gaps in available housing and services to homeless subpopulations, and strategically planning and organizing the expansion of housing and supportive services to meet the needs. These "gaps" are missing services that are needed to ensure that clients can

successfully exit homelessness. The Continuum's priorities are in accordance with the Federal Strategy to Prevent and End Homelessness, the Volusia-Flagler County Ten Year Plan to End Homelessness as revised in the VFCoC Strategic Plan, and as set forth in HUD's National Performance Objectives for Continuums of Care, as follows:

- The highest priority is permanent housing for chronically homeless persons, with a special emphasis on chronically homeless veterans. Since Volusia County has achieved functional zero for veterans as vetted by USICH and HUD, Prevention has taken on a new role with maintaining veterans in their housing.
- The second highest priority is placed on the Homeless Management Information System (HMIS) for the CoC to measure system performance and meet HUD's reporting requirements under the HEARTH Act.
- The third priority is to develop a coordinated entry process which is a key step in assessing the needs of homeless/at risk of homeless individuals and families and prioritizing them for assistance.
- The fourth priority is to prevent and end homelessness for families and unaccompanied youth.
- The fifth priority is domestic violence victims.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Port Orange does not receive ESG funds and does not participate extensively in CoC deliberations.

As required by HUD, there is at least one homeless individual and several formerly homeless individuals who participate on committees for the Commission on Homelessness for Volusia Flagler Board of Directors for the FL 504 CoC. All meetings are open to the public and homeless individuals and homeless advocates are encouraged to attend. The public was an active part in the identification of goals and objectives and the formulation of the most recently updated Volusia Flagler CoC Strategic Plan. The whole CoC membership was invited to participate in a Continuum-wide poll to prioritize and rank the identified gaps in order of priority. In addition, the development of action steps within the objectives was voted on in planning meetings and brought to the Board meetings for discussion and final approval. Currently the Commission on Homelessness for the Volusia-Flagler CoC is developing a Five-Year Action Plan to coincide with Opening Doors, the Federal Strategic Plan to End Homelessness. The public, including homeless individuals and families, are encouraged to attend the Strategic Planning Meetings and make public comments.

Within the planning process for the FL-504 CoC, the development of shelter housing for the area has been a long-standing issue. Several workgroups including homeless representatives have been

convened to assist with surveying the homeless population in order to get views on housing options, services and service delivery. The surveys request input on their preferences regarding shelters, shelter location(s), Housing First options, Rapid Re-Housing (RRH), outreach and other wrap-around services such as mental health, substance abuse and SSI/SSDI Outreach, Access and Recovery (SOAR) services. These surveys will assist in identifying where and how the CoC will proceed in addressing the need, size and location for additional shelter beds (if determined necessary) as well as steering dollars to RRH and PSH beds and units.

The County of Volusia, which is an entitlement district for ESG, consults with the CoC in formulating its agenda for ESG funding. The County holds community development meetings which are open to the public and requests stakeholders to attend in order to provide the needed input necessary to determine the means by which the funding will be used. The County of Volusia has previously used ESG funding for prevention but is shifting its focus to Rapid Rehousing in the coming year in alignment with HUD's goal of ending family homelessness.

The State of Florida released local solicitations for funding to non-entitlement areas (Flagler County, Daytona Beach, Port Orange and Deltona) for ESG through CoC Lead Agencies. The local funding supports Emergency Shelter, Rapid Rehousing, Prevention and Street Outreach for these non-entitlement areas. The sub-recipients awarded local funding include Halifax Urban Ministries, Salvation Army, New Hope Ministries and Family Life Center of Flagler County.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                       |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Agency/Group/Organization</b>                                                                                                                                   | PORT ORANGE                                                                                                                                                                                                                                                                                                                           |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Other government - Local                                                                                                                                                                                                                                                                                                              |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Homelessness Strategy<br>Economic Development<br>Anti-poverty Strategy<br>Lead-based Paint Strategy                                                                                                                                                                                                        |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Grantee Community Development Department.                                                                                                                                                                                                                                                                                             |
| 2 | <b>Agency/Group/Organization</b>                                                                                                                                   | VOLUSIA COUNTY                                                                                                                                                                                                                                                                                                                        |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Other government - County                                                                                                                                                                                                                                                                                       |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Public Housing Needs<br>Lead-based Paint Strategy                                                                                                                                                                                                                                                                                     |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Volusia County works closely with Port Orange for its public housing needs and other planning needs in the region. Input was gathered through document review. Need for more coordination to address the housing needs of low-and moderate-income persons through owner-occupied rehabilitation and down payment assistance programs. |
| 3 | <b>Agency/Group/Organization</b>                                                                                                                                   | Volusia County Community Assistance Division                                                                                                                                                                                                                                                                                          |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | PHA                                                                                                                                                                                                                                                                                                                                   |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Public Housing Needs                                                                                                                                                                                                                                                                                                                  |

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                              |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Volusia County Community Assistance Division is the local PHA serving Port Orange and administers Housing Choice Vouchers (Section 8). Input was gathered through document review. Need for more coordination to meet the needs of Section 8 voucher recipients.             |
| 4 | <b>Agency/Group/Organization</b>                                                                                                                                   | VOLUSIA/FLAGLER COALITION FOR THE HOMELESS SUB-RECIPIENT                                                                                                                                                                                                                     |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-homeless                                                                                                                                                                                                                                                            |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homelessness Strategy                                                                                                                                                                                                                                                        |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Volusia/Flagler County Coalition for the Homeless CoHH is a 501(c)3 nonprofit designed to lead a collaboration of agencies that provide emergency, transitional, and permanent housing opportunities and supportive services needed by people experiencing homelessness. |
| 5 | <b>Agency/Group/Organization</b>                                                                                                                                   | East Central Florida Regional Planning Council                                                                                                                                                                                                                               |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Regional organization                                                                                                                                                                                                                                                        |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Economic Development                                                                                                                                                                                                                                                         |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | East Central Florida Regional Planning makes available to the City, the Economic Development CEDS report. The most recent updated report is 2017-2022.                                                                                                                       |
| 6 | <b>Agency/Group/Organization</b>                                                                                                                                   | Florida Department of Health - Volusia County                                                                                                                                                                                                                                |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Health Agency                                                                                                                                                                                                                                                                |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Lead-based Paint Strategy                                                                                                                                                                                                                                                    |



|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Florida Department of Health, Volusia County Environmental Health, operates the Lead Paint Poisoning Prevention Program for Volusia County. The agency was consulted through phone call and by e-mail to obtain information on lead poisoning trends in Port Orange/Volusia County.                                                                                                             |
| 7 | <b>Agency/Group/Organization</b>                                                                                                                                   | MID-FLORIDA HOUSING PARTNERSHIP                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Housing<br>Services - Housing                                                                                                                                                                                                                                                                                                                                                                       |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless                                                                                                                                                                                                                                                                                                                                                               |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Mid-Florida Housing Partnership operates Palmetto House, a transitional housing facility. Input was gathered through a key person interview. Identification of homeless needs.                                                                                                                                                                                                                      |
| 8 | <b>Agency/Group/Organization</b>                                                                                                                                   | CareerSource                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-Employment                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Economic Development<br>Anti-poverty Strategy                                                                                                                                                                                                                                                                                                                                                       |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Input collected through stakeholder interview. CareerSource provides workforce development services to a wide range of individuals, including those transitioning out of homelessness and seeking stable employment. CareerSource provided insight into the needs of its client base, including a need for stronger public transportation options between residential areas and employment centers. |
| 9 | <b>Agency/Group/Organization</b>                                                                                                                                   | Pregnancy Crisis Center                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-Health                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment                                                                                                                                                                                                                                                                                                                                                                             |

|    |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Input collected through a stakeholder interview with Pregnancy Crisis Center. The Center provides free pregnancy tests and other referrals and resources to women in need. The Center emphasized the importance of access to affordable housing in the area, particularly for single mothers expecting a child.                                                                                                                                                |
| 10 | <b>Agency/Group/Organization</b>                                                                                                                                   | Beach House Youth Prevention Center                                                                                                                                                                                                                                                                                                                                                                                                                            |
|    | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-Children<br>Services-homeless                                                                                                                                                                                                                                                                                                                                                                                                                         |
|    | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homelessness Needs - Unaccompanied youth                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Input collected through a stakeholder interview with Beach House Youth Prevention Center. BHYPCC works with children at risk for delinquency and children with serious emotional disturbances. BHYPCC said that safe, affordable housing for families in unstable situations would be ideal since many of their clients are from unstable home situations.                                                                                                     |
| 11 | <b>Agency/Group/Organization</b>                                                                                                                                   | Council on Aging of Volusia County                                                                                                                                                                                                                                                                                                                                                                                                                             |
|    | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-Elderly Persons                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Housing Need Assessment<br>Non-Homeless Special Needs                                                                                                                                                                                                                                                                                                                                                                                                          |
|    | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | Solicited input through a stakeholder interview. The Council on Aging of Volusia County provides assistance for the elderly, including Meals on Wheels and other services, with an overall mission of keeping elderly residents in their home of choice. The Council indicated that many of their clients would benefit from rehabilitation funding because their homes are in poor condition, and they have limited income to renovate or replace appliances. |

**Identify any Agency Types not consulted and provide rationale for not consulting**

There were no agency types not consulted during this process.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| <b>Name of Plan</b>                            | <b>Lead Organization</b>                          | <b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>                                                                                                                                                      |
|------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Continuum of Care                              | Volusia/Flagler County Coalition for the Homeless | The goal to provide shelter and other housing facilities along with supportive services for the homeless population aligned with the CoC Homeless Plan                                                                                   |
| 2021 City of Port Orange Citizen Survey Report | City of Port Orange                               | The report helped to determine priority needs based on residents' responses to survey questions and comments.                                                                                                                            |
| FY 2020-2025 Capital Improvement Plan          | City of Port Orange                               | The goals of the Strategic Plan were supported by the capital needs identified in the CIP.                                                                                                                                               |
| Volusia County Consolidated Plan               | Volusia County Community Assistance Division      | The County's affordable housing goals and Housing Choice Voucher program overlaps with the City's housing goals to expand the supply of affordable housing and preserve the existing affordable housing stock.                           |
| Local Housing Assistance Plan                  | Florida Housing Finance Corporation               | The Strategic Plan is consistent with the Local Housing Assistance Plan which is based on the criteria established by FHFC to serve low- and moderate-income households by providing housing assistance and homeownership opportunities. |
| Analysis of Impediments to Fair Housing Choice | City of Port Orange                               | This plan was used to address sections of the Consolidated Plan related to barriers to affordable housing with the City of Port Orange.                                                                                                  |

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

CDBG regulations require that the City of Port Orange provide ample opportunity for residents to participate in the development of the Annual Action Plan. The City's Citizen Participation Plan adheres to the HUD requirements at 24 CFR Part 91. The plan includes soliciting participation from all City residents including low-and moderate-income persons, minorities, persons with disabilities, non-English speaking persons, and residents of slum and blighted areas. During the preparation of the PY 23 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, June 30, 2023 to invite the community to participate in a Public Hearing on Thursday, July 6, 2023 regarding the Proposed PY2023 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY23 Action Plan during the 30-day public comment period from Friday, June 30, 2023 to Monday, July 31, 2023. The plan was posted on the City's website and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 1, 2023.

#### Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach           | Summary of response/attendance                           | Summary of comments received                             | Summary of comments not accepted and reasons             | URL (If applicable) |
|------------|------------------|------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|---------------------|
| 1          | Public Hearing   | Non-targeted/broad community | There were no comments during the Public Hearing.        | There were no comments during the Public Hearing.        | There were no comments during the Public Hearing.        |                     |
| 2          | Newspaper Ad     | Non-targeted/broad community | There were no comments during the 30-day comment period. | There were no comments during the 30-day comment period. | There were no comments during the 30-day comment period. |                     |

Table 4 – Citizen Participation Outreach

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Port Orange is receiving \$375,895 in CDBG funds from HUD for PY2023, the third year of the Five-Year Consolidated Plan. The City does not expect to receive any program income and prior year funds will not be reallocated at this time.

#### Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                                                  | Expected Amount Available Year 1 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                      |
|---------|------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|--------------------------------------------|
|         |                  |                                                                                                                | Annual Allocation: \$            | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                            |
| CDBG    | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 375,895                          | 0                  | 0                        | 375,895   | 806,141                                           | Resources based on the PY 2023 allocation. |

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how**

### **matching requirements will be satisfied**

The CDBG program does not require a match from non-federal sources. However, the CDBG funds will leverage additional sources of funding including general and local funds and possible State funding.

As evidenced by the historical allocations, the needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested will often be partially funded from other sources in order to make the project feasible. Traditionally, the source of these additional funds depends on both the nature of the activity and the location.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not currently applicable.

### **Discussion**

While the City has not committed any local resources to address the priority needs as of the writing of the Plan, as projects are identified during the planning period, if there are funding deficits, the City may utilize available local funding and State funding to fill the gap, as needed.

DRAFT



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

| Sort Order | Goal Name                                    | Start Year | End Year | Category                          | Geographic Area | Needs Addressed                                                                                                                                       | Funding         | Goal Outcome Indicator                                                                                             |
|------------|----------------------------------------------|------------|----------|-----------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------|
| 1          | Improve Public Infrastructure and Facilities | 2021       | 2025     | Non-Housing Community Development | LMI Area        | Public Improvements and Infrastructure                                                                                                                | CDBG: \$169,167 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1490 Persons Assisted |
| 2          | Improve Public Infrastructure and Facilities | 2021       | 2025     | Non-Housing Community Development | LMI Area        | Public Improvements and Infrastructure                                                                                                                | CDBG: \$169,168 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1175 Persons Assisted |
| 3          | Planning and Administration                  | 2021       | 2025     | Administration                    | Citywide        | Affordable Housing<br>Economic Development<br>Homelessness<br>Public Facilities<br>Public Improvements and Infrastructure<br>Public Services, General | CDBG: \$37,560  | Other: 0 Other                                                                                                     |

Table 6 – Goals Summary

## Goal Descriptions

|   |                         |                                                                                                                                              |
|---|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Goal Name</b>        | Improve Public Infrastructure and Facilities                                                                                                 |
|   | <b>Goal Description</b> | Infrastructure improvements including flood and drainage, road improvements, sidewalk improvements, ADA improvements, and sewer connections. |
| 2 | <b>Goal Name</b>        | Improve Public Infrastructure and Facilities                                                                                                 |
|   | <b>Goal Description</b> | Infrastructure improvements including flood and drainage, road improvements, sidewalk improvements, ADA improvements, and sewer connections. |
| 3 | <b>Goal Name</b>        | Planning and Administration                                                                                                                  |
|   | <b>Goal Description</b> | Program administration activities for operation and management of the CDBG program.                                                          |

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The following table contains the projects that the City will fund in PY2023 using CDBG funds. Up to 20% of the CDBG allocation can be expended on Planning and Administration.

#### Projects

| # | Project Name                                        |
|---|-----------------------------------------------------|
| 1 | Jackson Street and Oak Street Drainage Improvements |
| 2 | City Center Sidewalk Improvements                   |
| 3 | PY2023 Planning & Administration                    |

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were determined based on stakeholders and community input, the needs assessment and market analysis, as well as other reports and studies conducted by the City including the Capital Improvement Plan.

The primary obstacle to meeting the underserved needs in Port Orange is the limited financial resources. The activities that are proposed for funding in PY2023 will have a significant impact on low- and moderate-income persons in the City.

**AP-38 Project Summary**  
**Project Summary Information**

DRAFT

|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Project Name</b>                                                                            | Jackson Street and Oak Street Drainage Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>Target Area</b>                                                                             | LMI Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Goals Supported</b>                                                                         | Improve Public Infrastructure and Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Needs Addressed</b>                                                                         | Public Improvements and Infrastructure                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Funding</b>                                                                                 | CDBG: \$169,167                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Description</b>                                                                             | The City of Port Orange will pipe the existing open drainage ditches on the west side of Jackson Street (between Dunlawton Ave. and Canal View Blvd) and the south side of Oak Street (between Jackson St. and Dunlawton Ave). In addition, they will also mill and resurface the roads on Jackson and Oaks Streets along the limits of the ditch piping and construct a five-foot-wide sidewalk on the west side of Jackson Street where none existed previously for pedestrian safety. |
|   | <b>Target Date</b>                                                                             | 9/30/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | It is estimated that all 1,490 residents in LMI Census Tract 825.03 Block group 2 will benefit from this infrastructure/sidewalk improvement project.                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Location Description</b>                                                                    | The location will be on the west side of Jackson Street (between Dunlawton Ave. and Canal View Blvd) and the south side of Oak Street (between Jackson St. and Dunlawton Ave).                                                                                                                                                                                                                                                                                                           |
| 2 | <b>Planned Activities</b>                                                                      | Pipe the existing open drainage ditches, mill and resurface roads along the limits of the ditch piping and construct a five-foot-wide sidewalk.                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Project Name</b>                                                                            | City Center Sidewalk Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Target Area</b>                                                                             | LMI Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Goals Supported</b>                                                                         | Improve Public Infrastructure                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|   | <b>Needs Addressed</b>                                                                         | Public Improvements and Infrastructure                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Funding</b>                                                                                 | CDBG: \$169,168                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Description</b>                                                                             | Sidewalks and crosswalks around City Center Circle are widely utilized as a walk/jog/run area providing access to the various public facilities and recreational buildings on the Circle. Many                                                                                                                                                                                                                                                                                           |

|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                | sidewalks and railings have fallen into disrepair and create potential hazards for citizens. Crosswalks at the arterial roadways leading to City Center Circle, which provide access to city recreational buildings and City Hall, need to be updated to ADA compliance. This is a Public Infrastructure project implemented by the City's Public Works Department in collaboration with contractors, architectural, engineering, and construction firms (as needed). Project includes replacing and adding failing curbs and guard rails that currently present a hazard to residents. |
|   | <b>Target Date</b>                                                                             | 9/30/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | It is estimated that all 1,410 residents in LMI Census Tract 825.06 Blockgroup 2 will benefit from this sidewalk improvement project.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Location Description</b>                                                                    | Sidewalks and area around City Center, 1000 City Center Circle.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Planned Activities</b>                                                                      | Repair/replace existing sidewalks and handrails/guardrails; correct crosswalks for ADA compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3 | <b>Project Name</b>                                                                            | PY2023 Planning & Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Target Area</b>                                                                             | LMI Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | <b>Goals Supported</b>                                                                         | Planning and Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Needs Addressed</b>                                                                         | Public Improvements and Infrastructure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Funding</b>                                                                                 | CDBG: \$37,560                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Description</b>                                                                             | Planning and administration of the CDBG project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Target Date</b>                                                                             | 9/30/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Location Description</b>                                                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Planned Activities</b>                                                                      | Administration of PY2023 CDBG program and oversight of grant activities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City of Port Orange has identified 9 areas that have at, minimum, 47.83% (FY2022 exception percentage) of their residents within low- and moderate-income category (0-80% AMI), as defined by HUD.

### **Geographic Distribution**

| <b>Target Area</b> | <b>Percentage of Funds</b> |
|--------------------|----------------------------|
| Citywide           |                            |
| LMI Area           | 100                        |

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

Since the primary objective of the CDBG program is to benefit low- and moderate-income persons, the City of Port Orange will utilize CDBG funds for projects and activities that will provide assistance to this target population and benefit the City as a whole by improving the living environment for the residents.

### **Discussion**

For PY 2023, the City will carry out the Jackson Street and Oak Street Drainage Improvement project in Census tract 825.03/ block group 2 and City Center Sidewalk Improvements in Census Tract 825.06/ block group 2. These activities will benefit all the residents in this block group.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Throughout this Five-Year Consolidated Plan period the City of Port Orange did not plan on funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds have been used for public infrastructure projects that will have a greater impact on the residents of the City.

Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

| One Year Goals for the Number of Households to be Supported |   |
|-------------------------------------------------------------|---|
| Homeless                                                    | 0 |
| Non-Homeless                                                | 0 |
| Special-Needs                                               | 0 |
| Total                                                       | 0 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through |   |
|---------------------------------------------------------------|---|
| Rental Assistance                                             | 0 |
| The Production of New Units                                   | 0 |
| Rehab of Existing Units                                       | 0 |
| Acquisition of Existing Units                                 | 0 |
| Total                                                         | 0 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

The City may utilize general funds to continue to address the housing and supportive services needs of the homeless population in Port Orange. During PY2022-2023, the City provided approximately \$35,000 in general revenue funds to the First Step Shelter to assist with emergency shelter operations.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Public housing was established to provide decent and safe rental housing for eligible low-and moderate-income families, the elderly, and persons with disabilities. Public housing includes federally subsidized affordable housing that is owned and operated by the public housing authorities. The Volusia County Community Assistance Division is the county's Public Housing Agency and covers Port Orange. This organization works closely with state and federal agencies in administering various housing public assistance programs.

### **Actions planned during the next year to address the needs to public housing**

There are currently no public housing units managed in the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS). As the county's Public Housing Agency (PHA), the Community Assistance Division administers approximately 322 housing choice vouchers. As Volusia County Public Housing Agency (PHA), the Community Assistance Division manages the Housing Choice Voucher Program (Section 8) the federal government major program which assists very low-income families including the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own suitable housing, including single-family homes, townhouses, and apartments.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The County of Volusia Department of Community Services will continue to provide opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County's Human Services Advisory Board. VDCS administers the Family Self Sufficiency (FSS) Program which helps residents of Public Housing attain success in their financial future. Participants sign a contract to be a part of the (FSS) Program for five (5) years and they are compensated monetarily at the end of the program. Monies received at the end of the program can be used in a variety of ways, such as a down payment of a home. The (FSS) Program also provides information and resources to the residents on how to repair their credit and is also a link to agencies that can provide financial guidance by putting them in touch with realtors and banks that can assist the resident in attaining homeownership if that is their goal.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The PHA is not listed as "troubled" by HUD. VDCS will continue to provide services that improve the lives of its public housing residents.

## **Discussion**

See above.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. Their mission is to prevent and end homelessness in Volusia and Flagler Counties and assist homeless and at risk of homeless individuals and families move towards self-sufficiency.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. Here are their current goals:

1. Goal: To develop co-located crisis response shelters/day programs for East and West Volusia.
2. Goal: Address the needs of those individuals' experiencing homelessness who were encamped at the Volusia County Service Center
3. Goal: Reorganize the Continuum of Care committee as the Volusia/Flagler Commission on Homelessness (COH)
4. Goal: County and City governments remain committed to providing capital outlay and operational funding for crisis response shelters/day programs in East and West Volusia.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Port Orange, annually budgets funds in the amount of \$35,000 for the First Step Shelter to assist with emergency shelter operations.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Port Orange partners with the Volusia/Flagler County Coalition for the Homeless (VFCCH) which is an administrative agency designed to procure, distribute, and monitor grants and other funding, and to provide oversight to agencies in the community who provide direct services to the homeless and those at risk of homelessness. VFCCH serves as the Lead Agency, Lead Agency for

Homeless Management Information System (HMIS), and Collaborative Applicant for the Commission on Homelessness for Volusia & Flagler Counties (FL-504 Continuum of Care). It provides assistance and guidance in planning, coordinating, and applying for federal, state, and local funds, facilitates various bureaucratic activities of the CoC, and monitors the implementation, activities, and outcomes of direct service-providing agencies according to various rules and regulations set forth by HUD (Department of Housing and Urban Development), state and local rules/regulations, rules defined within the grants themselves, and various public policies regarding homelessness. VFCCH also conducts community research and is the primary agency responsible for coordinating and executing HUD's annual Point-in-Time Count.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. There are over 600,000 people that call Volusia and Flagler Counties home. On any given day there are approximately 700 people experiencing homelessness in the two-county area. Homelessness doesn't target one population or another. The Volusia Flagler County Coalition for the Homeless has programs in place to address low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families.

## **Discussion**

see above.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

See discussion below.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

For the 2019 ACS (period from 2015-2019) Port Orange's median income was \$51,883, an increase of 15.3% and rent increased 7%, despite the national housing downturn and prolonged recession. This is based on comparisons between the 2014 ACS (covers 2009 - 2014) and the 2019 ACS (covers 2015-2019). High home values and rents have resulted in much of the housing stock being out of the affordable range for large portions of the population and high percentages of cost burdened households when housing is able to be obtained. To combat market trends that prevent access to affordable housing, the City of Port Orange continues to strive to create an environment where existing affordable housing stock is supported and has provided guidance through several City policies to foster the development of additional affordable housing stock in the community.

### **Discussion:**

Overall, Port Orange's Comprehensive Plan Housing Element contains several good-faith measures to promote affordable and multifamily housing. However, with a growing population and the lack of existing affordable housing options, Port Orange may wish to expand zoning tools for promoting affordable housing. If homeowners in residential districts could rent secondary living quarters or ADUs to unrelated tenants, the supply of affordable housing in desirable neighborhoods could be significantly expanded, depending on the level of interest among homeowners in becoming landlords. The strongest regulatory tool to promote affordable housing development—at least in new multifamily developments not yet developed—would be to require inclusionary housing measures and density bonus measures for the development of affordable housing units.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

This section of the Action Plan outlines the planned actions of the City and its partner agencies to meeting underserved needs, fostering, and maintaining affordable housing, reducing lead based paint hazards, reducing the number of poverty-level families, and developing institutional structure.

### **Actions planned to address obstacles to meeting underserved needs**

The primary obstacle to meeting all the identified needs is the lack of financial resources available to public and private agencies who serve the needs of the City's low-and moderate-income residents. For PY2023, the City has allocated \$338,335 in CDBG funding to assist residents in low income neighborhoods by addressing the public infrastructure needs of these communities. The City will continue to foster existing partnerships and collaborate with new partners to bring needed resources to meet the needs of Port Orange residents.

### **Actions planned to foster and maintain affordable housing**

The affordable housing needs of Port Orange residents will continue to be addressed by the Volusia County Community Assistance Division.

### **Actions planned to reduce lead-based paint hazards**

Lead-based paint hazards continue to be managed by Volusia County where regulatorily required. The Florida Department of Health will also reduce lead-based paint hazards through its Lead Poisoning Prevention program.

### **Actions planned to reduce the number of poverty-level families**

According to the 2019 ACS, the poverty-rate in Port Orange is 14.9% as compared to 13.1% poverty-rate in Volusia County. For citizens living in Port Orange, educational attainment is the leading disparity influencing wage earnings and access to employment opportunities. Understanding the value in having a trained workforce, the City of Port Orange participates with the East Central Florida Regional Planning Council and with Volusia County on economic development and workforce training initiatives. The jurisdiction has a general goal of encouraging education/workforce training and providing services to mitigate some of the effects of living in poverty.

### **Actions planned to develop institutional structure**

The Grants Administration staff currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During FY2023-2024, the City will continue to foster

existing relationships and collaborate with new partners to meet the needs of residents. The partnership with the CoHH and its member organizations will be further developed to address the needs of the homeless population.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City will continue to consult with the City of Daytona Beach, the City of Ormond Beach, and Volusia County to ensure that the needs of homeless persons in the City are met.

**Discussion:**

See above.



## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

The City of Port Orange anticipates spending at least 80% of 2022 CDBG funds on activity(s) that benefit low to moderate income persons.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                                |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                            | 0        |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0        |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                  | 0        |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan                                                   | 0        |
| 5. The amount of income from float-funded activities                                                                                                                                           | 0        |
| <b>Total Program Income:</b>                                                                                                                                                                   | <b>0</b> |

#### Other CDBG Requirements

|                                                                                                                                                                                                                                                                                                                                                                                                   |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. The amount of urgent need activities                                                                                                                                                                                                                                                                                                                                                           | 0      |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 80.00% |

See above.





# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (E10) Approval of Quit-Claim Deed regarding Amended Grant Award Agreement with Florida Communities Trust (FCT) for a portion of Riverwalk Park Property

**DEPARTMENT:** City Attorney

**GOAL:** 4 - Economic Development

---

**RECOMMENDED MOTION:** Move to approve Quit-Claim Deed related to the Amended Grant Award Agreement with Florida Communities Trust (FCT) for a portion of Riverwalk Park Property, and authorize the Mayor and City Clerk to sign all necessary documents.

---

**SUMMARY:** In June 2004, the City of Port Orange was awarded a Florida Communities Trust (FCT) grant in the amount of \$133,217 to partially fund the acquisition of a +/- 0.74-acre property, known as "Marcantonio Property", to create public recreational open space. The Marcantonio Property is located along Halifax Drive, south of Herbert Street, and is in the Port Orange Town Center CRA.

In early 2021, the City began discussions with FCT about transferring the Marcantonio Property grant obligations to the already established Riverwalk Park property. After further consultation with FCT staff, it was determined the City could submit a 'Consideration of Recipient's Request for Land Exchanges' application per Rule 62-818.016 F.A.C. in order to receive approval from the FCT for relocation of the Marcantonio Property grant obligations to the Riverwalk Park Property. The Riverwalk Park Property is developed with public recreational open space that exceeds the Marcantonio Property grant obligations. Based on the size difference between the Riverwalk Park Property and the Marcantonio Property, the amount of public open space and recreational opportunities provided on the Riverwalk Park Property are much greater than what could be developed on the Marcantonio Property. In October 2021, the City Council approved Resolution No. 21-64 which stated that the council had reviewed the proposal and that the council conceptually approved the proposed exchange of land that would be subject to the grant obligations. Upon Council's approval, the 'Consideration of Recipient's Request for Land Exchanges' application, was submitted to FCT for full consideration by the Florida Communities Trust Board during their scheduled February 16, 2022 meeting. The FCT Board voted unanimously to approve the land exchange. Over the subsequent months, FCT Staff and City Staff have worked to finalize the necessary documents to complete the transfer of the grant obligations from the Marcantonio Property to a portion of the Riverwalk Park Property in conjunction with the release of the Marcantonio Property from said grant obligations. At

---

the September 6, 2022 council meeting, the City Council approved and accepted the transfer of the grant obligations from the Marcantonio Property to a portion of the Riverwalk Park Property and approved the accompanying release of said grant obligations on the Marcantonio property. The Release of Grant Award Agreement and the Amended Grant Award Agreement were executed by FCT and the City and recorded in the Public Records of Volusia County. The execution of the attached Quit-Claim Deed is the final step required in completing the process of the transfer of the grant obligations from the Marcantonio property to a portion of the Riverwalk Park property.

PRESENTER: Matthew Jones

---

**ATTACHMENTS:**

|    |                                                         |                                      |
|----|---------------------------------------------------------|--------------------------------------|
| 1. | Quit-Claim Deed w exhibit                               | Quit-Claim Deed w exhibit.pdf        |
| 2. | Amended Grant Award Agreement (Riverwalk Park property) | Amended Grant Award Agreement .pdf   |
| 3. | Release of Grant Award Agreement (Marcantonio property) | Release of Grant Award Agreement.pdf |

---

|               |                               |
|---------------|-------------------------------|
| Paula Andrews | Created/Initiated - 7/14/2023 |
| Matthew Jones | Approved - 7/19/2023          |
| John McKinney | Approved - 7/25/2023          |
| Wayne Clark   | Approved - 7/25/2023          |
| Tracee Cody   | Final Approval - 7/25/2023    |

---

This Instrument Prepared by:  
Shannon K. Balmer, Assistant City Attorney  
City of Port Orange, Florida  
1000 City Center Circle  
Port Orange FL 32129

**Portion of Parcel Nos.: 6303-10-01-0020 and  
6303-10-01-0011**

### **QUITCLAIM DEED**

**THIS INDENTURE** made this 1st day of August, 2023, by and between **CITY OF PORT ORANGE, FLORIDA, a chartered municipality**, located in Volusia County, Florida, having as its business office and mailing address: 1000 City Center Circle, Port Orange FL 32129, the "Grantor;" and **CITY OF PORT ORANGE, FLORIDA, a chartered municipality**, located in Volusia County, Florida, having as its business office and mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter referred to as the "Grantee:"

**WITNESSETH:** That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, to said Grantor, in hand paid by the said Grantee, the receipt of whereof is hereby acknowledged, does hereby remise, release, and quitclaim to said Grantee, its successors and assigns forever, all the right, title and interest, claim and demand which the Grantor has in and to the following-described lot, piece or parcel of land; situate, lying and being in the County of Volusia, State of Florida, to-wit:

See attached Exhibit "A", attached hereto and made a part hereof by reference ("Property").

By accepting this quitclaim deed, the Grantee agrees that the Property is subject to the covenants and restrictions contained in the Grant Award Agreement entered into between the Grantee and the Florida Communities Trust, dated May 10, 2004, recorded in the Official Records Book 5325, Page 1309, as amended by Amended Grant Award Agreement dated January 27, 2023, recorded in Official Records Book 8362, Page 571, all of record in Public Records, Volusia County, Florida. Subject to provisions of the Grant Award Agreement, as amended, if any of these covenants or restrictions are violated by the Grantee or by some third party with knowledge of the Grantee, fee simple title to the Property will be automatically conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to Grantee, its successors and assigns. Grantee, its successors, and assigns shall forfeit all rights, title, and interest to the Property.

**TO HAVE AND TO HOLD** the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoof of the Grantee, forever.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed under seal and on its behalf by its duly authorized representatives on the date first written.

WITNESSES:

**CITY OF PORT ORANGE, FLORIDA**  
a Chartered Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_  
*Print Name Above*

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

\_\_\_\_\_

\_\_\_\_\_  
*Print Name Above*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name Above*

Attest: \_\_\_\_\_  
Robin L. Fenwick MMC, City Clerk

\_\_\_\_\_

\_\_\_\_\_  
*Print Name Above*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

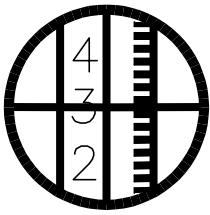
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 1st day of August, 2023 by **Donald O. Burnette** as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing Quit-Claim Deed on behalf of the City. He is personally known to me.

\_\_\_\_\_  
*Notary Public, State of Florida at Large*  
*Printed Name of Notary, Commission, Seal and Expiration Date:*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 1st day of August, 2023 by **Robin L. Fenwick** as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing Quit-Claim Deed on behalf of the City. She is personally known to me.

\_\_\_\_\_  
*Notary Public, State of Florida at Large*  
*Printed Name of Notary, Commission, Seal and Expiration Date:*



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

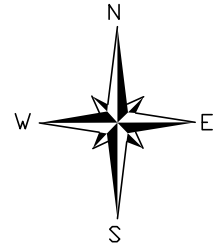
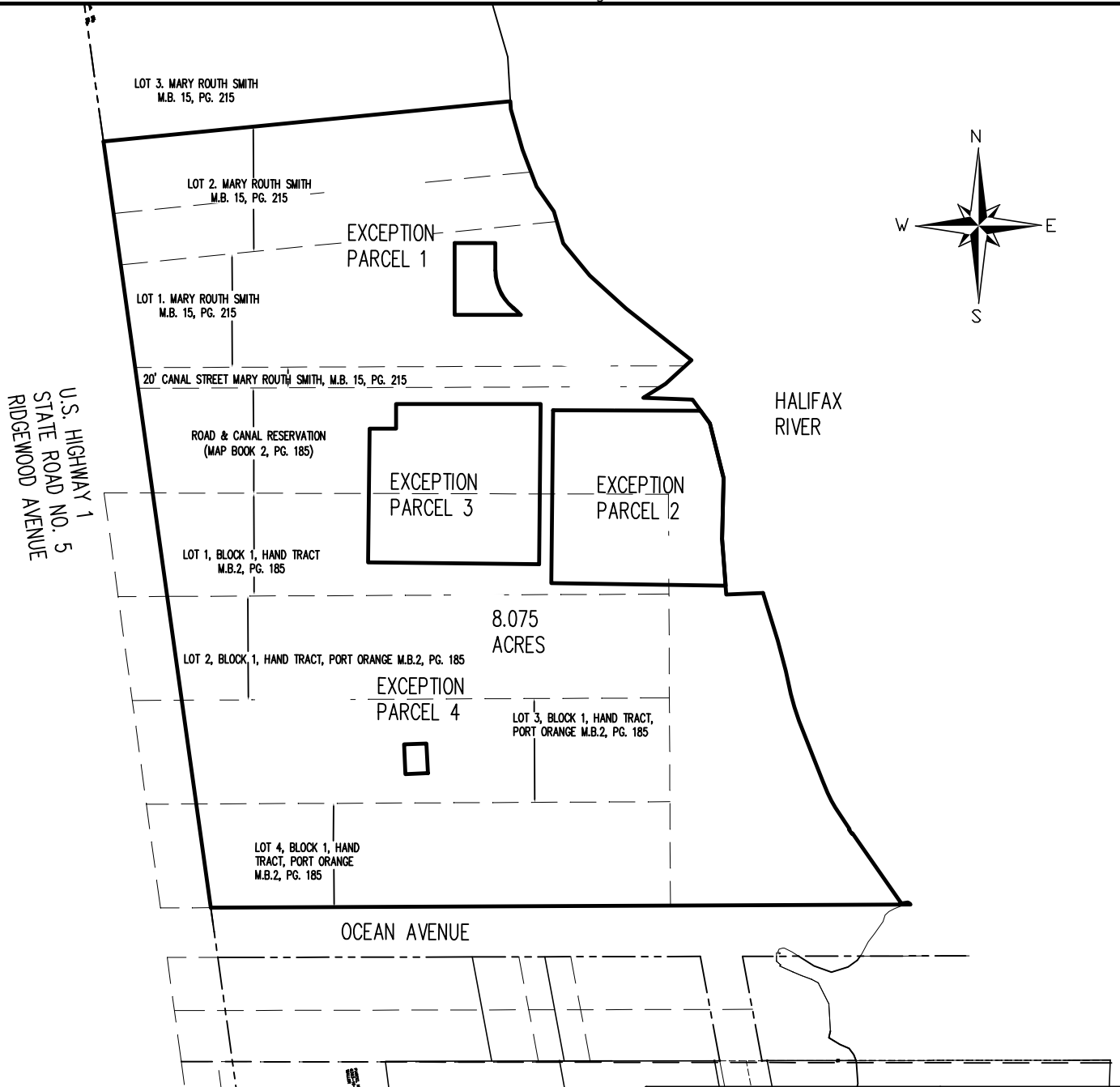
LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.  
www.sligerassociates.com

EXHIBIT "A"

(Six pages)



SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA  
DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=150'

FIELD BOOK:

PAGE:

## ABBREVIATIONS

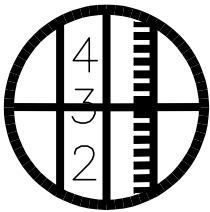
|               |                                         |
|---------------|-----------------------------------------|
| (P)           | PLATTED DIMENSION                       |
| (D)           | DEEDED DIMENSION                        |
| (M)           | MEASURED DIMENSION                      |
| (C)           | CALCULATED DIMENSION                    |
| ID            | IDENTIFICATION                          |
| A/C           | AIR CONDITIONER                         |
| R/W           | RIGHT OF WAY                            |
| CL            | CENTERLINE                              |
| D             | CENTRAL ANGLE                           |
| R             | RADIUS                                  |
| L             | ARC LENGTH                              |
| CB            | CHORD BEARING                           |
| FP&L CO.      | FLORIDA POWER & LIGHT COMPANY           |
| N.G.V.D.      | NATIONAL GEODETIC VERTICAL DATUM        |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

## SHEET 1 OF 6

### LEGEND

|      |                              |
|------|------------------------------|
| ●    | IRON ROD WITH CAP            |
| ○    | IRON PIPE                    |
| □    | CONCRETE MONUMENT            |
| ■    | PERMANENT REFERENCE MONUMENT |
| △    | PERMANENT CONTROL POINT      |
| (R)  | RADIAL LINE                  |
| (NR) | NON-RADIAL LINE              |
| ○    | EXISTING ELEVATION           |
| □    | PROPOSED ELEVATION           |





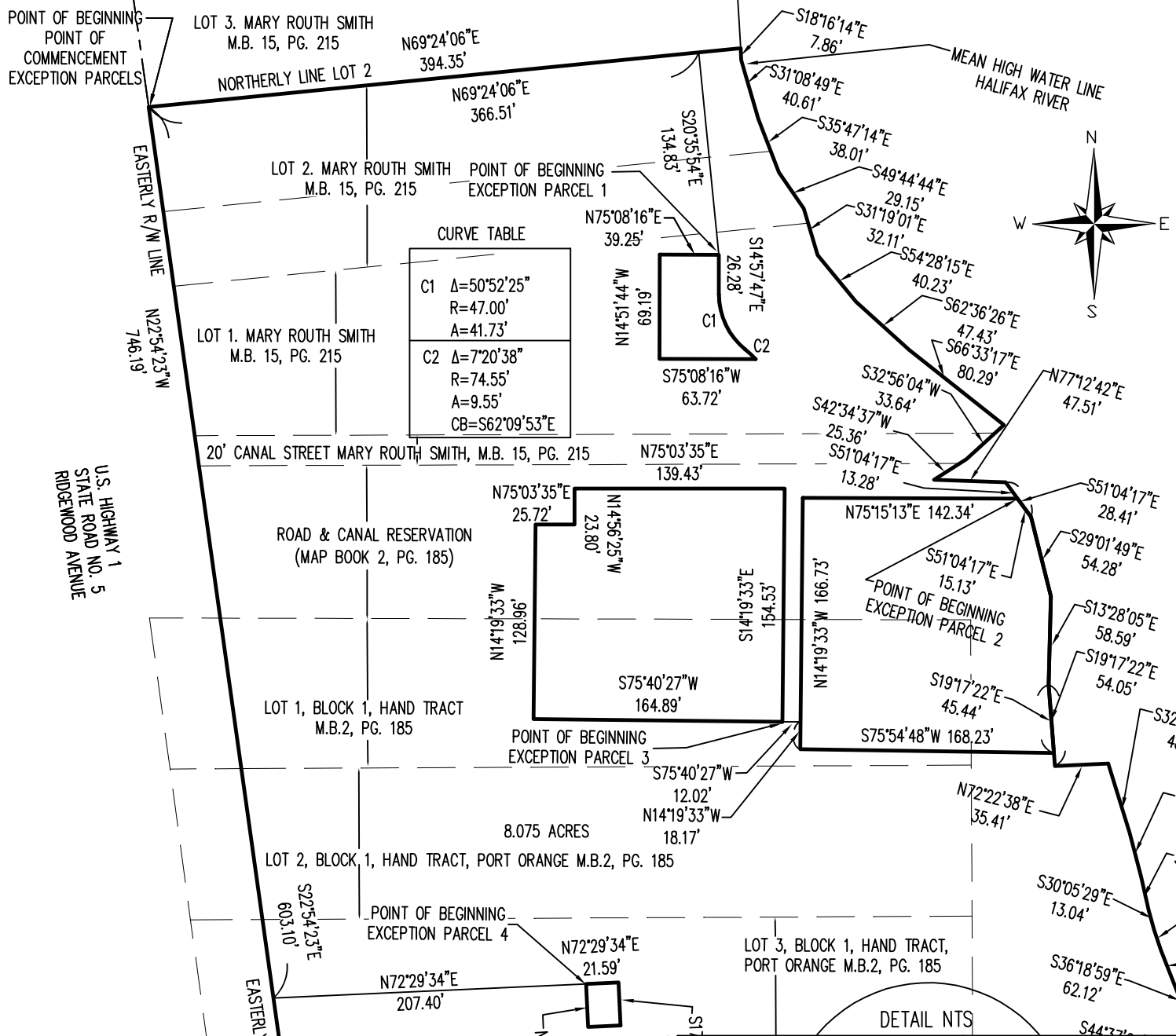
# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.  
www.sligerassociates.com



SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA  
DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=100'

FIELD BOOK:

PAGE:

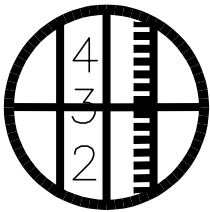
## ABBREVIATIONS

|               |                                         |
|---------------|-----------------------------------------|
| (P)           | PLATTED DIMENSION                       |
| (D)           | DEEDED DIMENSION                        |
| (M)           | MEASURED DIMENSION                      |
| (C)           | CALCULATED DIMENSION                    |
| ID            | IDENTIFICATION                          |
| A/C           | AIR CONDITIONER                         |
| R/W           | RIGHT OF WAY                            |
| CL            | CENTERLINE                              |
| Δ             | CENTRAL ANGLE                           |
| R             | RADIUS                                  |
| A             | ARC LENGTH                              |
| CB            | CHORD BEARING                           |
| FP&L CO.      | FLORIDA POWER & LIGHT COMPANY           |
| N.G.V.D.      | NATIONAL GEODETIC VERTICAL DATUM        |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

## SHEET 2 OF 6

### LEGEND

|      |                              |
|------|------------------------------|
| ●    | IRON ROD WITH CAP            |
| ○    | IRON PIPE                    |
| □    | CONCRETE MONUMENT            |
| ■    | PERMANENT REFERENCE MONUMENT |
| △    | PERMANENT CONTROL POINT      |
| (R)  | RADIAL LINE                  |
| (NR) | NON-RADIAL LINE              |
| ○    | EXISTING ELEVATION           |
| □    | PROPOSED ELEVATION           |



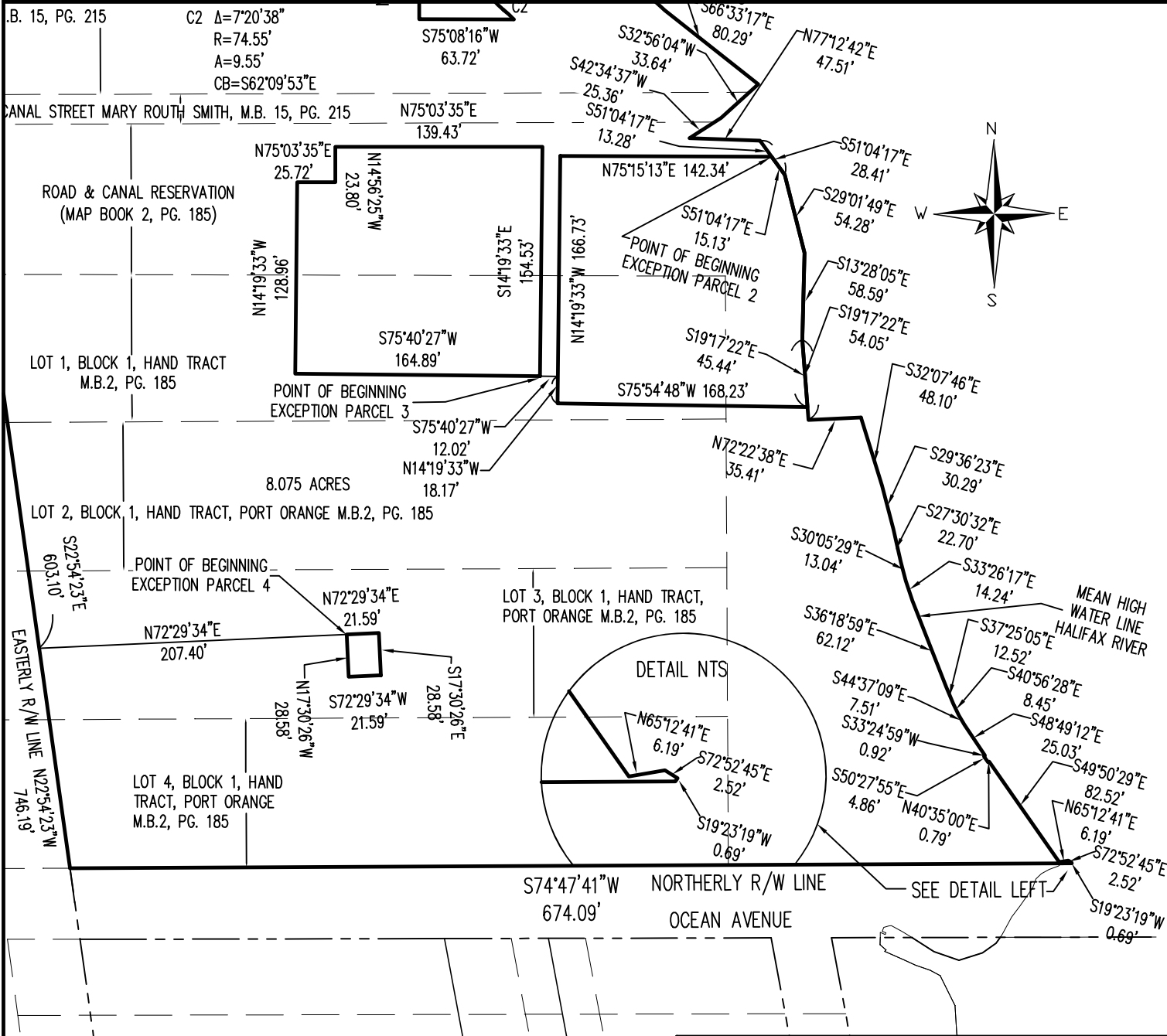
# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.  
www.sligerassociates.com



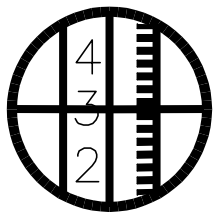
## ABBREVIATIONS

|               |                                         |
|---------------|-----------------------------------------|
| (P)           | PLATTED DIMENSION                       |
| (D)           | DEEDED DIMENSION                        |
| (M)           | MEASURED DIMENSION                      |
| (C)           | CALCULATED DIMENSION                    |
| ID            | IDENTIFICATION                          |
| A/C           | AIR CONDITIONER                         |
| R/W           | RIGHT OF WAY                            |
| CL            | CENTERLINE                              |
| D             | CENTRAL ANGLE                           |
| R             | RADIUS                                  |
| L             | ARC LENGTH                              |
| CB            | CHORD BEARING                           |
| FP&L CO.      | FLORIDA POWER & LIGHT COMPANY           |
| N.G.V.D.      | NATIONAL GEODETIC VERTICAL DATUM        |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

## SHEET 3 OF 6

### LEGEND

|      |                              |
|------|------------------------------|
| ●    | IRON ROD WITH CAP            |
| ○    | IRON PIPE                    |
| □    | CONCRETE MONUMENT            |
| ■    | PERMANENT REFERENCE MONUMENT |
| △    | PERMANENT CONTROL POINT      |
| (R)  | RADIAL LINE                  |
| (NR) | NON-RADIAL LINE              |
| ○    | EXISTING ELEVATION           |
| □    | PROPOSED ELEVATION           |



# SLIGER & ASSOCIATES, INC.

## PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.  
www.sligerassociates.com

DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF LOTS 1, 2, 3 AND 4 BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE).

AND

A PORTION OF THAT PART OF THE 100' RESERVATION FOR CANAL AND ROAD, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE), A 100' RIGHT OF WAY, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST.

AND

A PORTION OF LOTS 1 AND 2, AND THE 20' WIDE CANAL SOUTHERLY OF THE SOUTH LINE OF SAID LOT 1, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 (MAP BOOK 15, PAGE 215), PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE),

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 2, MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 28.41 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 54.05 FEET; THENCE N72°22'38"E, 35.41 FEET; THENCE S32°07'46"E, 48.10 FEET; THENCE S29°36'23"E, 30.29 FEET; THENCE S27°30'32"E, 22.70 FEET; THENCE S30°05'29"E, 13.04 FEET; THENCE S33°26'17"E, 14.24 FEET; THENCE S36°18'59"E, 62.12 FEET; THENCE S37°25'05"E, 12.52 FEET; THENCE S40°56'28"E, 8.45 FEET; THENCE S44°37'09"E, 7.51 FEET; THENCE S48°49'12"E, 25.03 FEET; THENCE S33°24'59"W, 0.92 FEET; ; THENCE S50°27'55"E, 4.86 FEET; THENCE N40°35'00"E, 0.79 FEET; THENCE S49°50'29"E, 82.52 FEET; THENCE N65°12'41"E, 6.19 FEET; THENCE S72°52'45"E, 2.52 FEET; THENCE S19°23'19"W, 0.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OCEAN AVENUE; THENCE DEPART SAID MEAN HIGH WATER LINE S74°47'41"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 674.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE N22°54'23"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.19 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT

(EXCEPTION PARCEL 1)

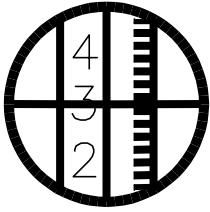
A PORTION OF LOT 1, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 (MAP BOOK 15, PAGE 215), PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 366.51 FEET; THENCE DEPART SAID NORTHERLY LINE S20°35'54"E, 134.83 FEET TO THE POINT OF BEGINNING; THENCE S14°57'47"E, 26.28 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 47.00 FEET AND A CENTRAL ANGLE OF 50°52'25"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 41.73 FEET TO THE A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 74.55 FEET AND A CENTRAL ANGLE OF 07°20'38"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 9.55 FEET; THENCE S75°08'16"W, 63.72 FEET; THENCE N14°51'44"W, 69.19 FEET; THENCE N75°08'16"E, 39.25 FEET TO THE POINT OF BEGINNING;

(DESCRIPTION CONTINUED ON SHEET 5)

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE RIVERWALK PARK



# SLIGER & ASSOCIATES, INC.

## PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.  
www.sligerassociates.com

(DESCRIPTION CONTINUED FROM SHEET 4)

AND EXCEPT (EXCEPTION PARCEL 2)

A PORTION OF LOT 1, BLOCK 1, AND THE ROAD AND CANAL RESERVATION, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 13.28 FEET TO THE POINT OF BEGINNING; THENCE THENCE S51°04'17"E, 15.13 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 45.44 FEET; THENCE DEPART SAID MEAN HIGH WATER LINE S75°54'48"W, 168.23 FEET; THENCE N14°19'33"W, 166.73 FEET; THENCE N75°15'13"E, 142.34 FEET TO THE POINT OF BEGINNING;

AND EXCEPT (EXCEPTION PARCEL 3)

A PORTION OF LOT 1, BLOCK 1, AND THE ROAD AND CANAL RESERVATION, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 28.41 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 45.44 FEET; THENCE DEPART SAID MEAN HIGH WATER LINE S75°54'48"W, 168.23 FEET; THENCE N14°19'33"W, 18.17 FEET; THENCE S75°40'27"W, 12.02 FEET TO THE POINT OF BEGINNING; THENCE S75°40'27"W, 164.89 FEET; THENCE N14°19'33"W, 128.96 FEET; THENCE N75°03'35"E, 25.72 FEET; THENCE N14°56'25"W, 23.80 FEET; THENCE N75°03'35"E, 139.43 FEET; THENCE S14°19'33"E, 154.53 FEET TO THE THE POINT OF BEGINNING;

AND EXCEPT (EXCEPTION PARCEL 4)

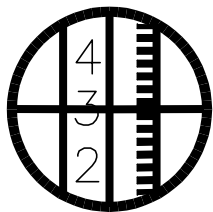
A PORTION OF LOT 3, BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN S22°54'23"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 603.10 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N72°29'34"E, 207.40 FEET TO THE POINT OF BEGINNING; THENCE N72°29'34"E, 21.59 FEET; THENCE S17°30'26"E, 28.58 FEET; THENCE S72°29'34"W, 21.59 FEET; THENCE N17°30'26"W, 28.58 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE BEING 8.075 ACRES, MORE OR LESS.

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE RIVERWALK PARK



# SLIGER & ASSOCIATES, INC.

## PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.  
www.sligerassociates.com

### SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 BEING N22°54'23"W.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 8/25/2021

REFERENCE: PORT ORANGE RIVERWALK PARK

| TYPE OF SURVEY           | CERTIFIED TO                                        | SURVEY DATE     | JOB NUMBER   |
|--------------------------|-----------------------------------------------------|-----------------|--------------|
| SKETCH OF<br>DESCRIPTION | CITY OF PORT ORANGE, FLORIDA                        | AUGUST 26, 2021 | 21-1418      |
|                          |                                                     |                 |              |
|                          |                                                     |                 |              |
| NOT CERTIFIED            | TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE |                 | LISTED ABOVE |
|                          |                                                     |                 |              |
|                          |                                                     |                 |              |

SHEET 6 OF 6

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: CITY OF PORT ORANGE, FLORIDA

|                         | DATE            | JOB NO. | P.C. | DRW. | CHECKED BY |
|-------------------------|-----------------|---------|------|------|------------|
| SKETCH OF DESCRIPTION   | AUGUST 26, 2021 | 21-1418 |      | JZ   | DH         |
| BOUNDARY SURVEY         |                 |         |      |      |            |
| TOPOGRAPHIC SURVEY      |                 |         |      |      |            |
| FOUNDATION LOCATED      |                 |         |      |      |            |
| FINAL IMPROVEMENTS      |                 |         |      |      |            |
| RECERTIFICATION         |                 |         |      |      |            |
| PROPOSED HOUSE LOCATION |                 |         |      |      |            |
|                         |                 |         |      |      |            |
|                         |                 |         |      |      |            |

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046

Prepared by and Return to:  
William McMahon, FCCM  
Florida Department of Environmental Protection  
8800 Baymeadows Way West  
Jacksonville, FL 32256

FLORIDA COMMUNITIES TRUST  
FF2 AWARD #02-094-FF2  
FCT CONTRACT #04-CT-8L-02-F2-J1-094  
RIVERWALK PARK  
F/K/A MARCANTONIO TOWN CENTER

#### AMENDED GRANT AWARD AGREEMENT

THIS AMENDED GRANT AWARD AGREEMENT is entered into this 27<sup>th</sup> day of January, 202~~2~~<sup>3</sup>, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF PORT ORANGE, a political subdivision of the State of Florida ("Recipient").

WHEREAS, the Recipient acquired a parcel of property pursuant to a grant from the FCT; and

WHEREAS, the Recipient subsequently submitted a request to the FCT to exchange the Grant Parcel for additional property adjacent to other parcels acquired through FCT funding and governed by similar covenants and restrictions; and

WHEREAS, the FCT Governing Board approved the requested land exchange at a regularly scheduled meeting held February 16, 2022; and

WHEREAS, the Recipient has met all conditions and requirements of the proposed land exchange pursuant to Rule 62-818.016, F.A.C.;

NOW THEREFORE, the FCT and the Recipient hereby agree to place the following covenants and restrictions on the parcel(s) of property described in particularity in Exhibit "A" (the "Project Site").

#### I. GENERAL CONDITIONS

1. Upon execution and delivery by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official records of Volusia County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection may forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Project Site herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd, MS115  
Tallahassee, FL 32399-3000

Recipient: City of Port Orange  
1000 City Center Circle  
Port Orange, FL 32129  
Attn: Shannon Balmer, City Attorney's Office

7. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

## II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES

1. If any essential term or condition of this Agreement is violated by the Recipient or by some third party with the knowledge of the Recipient and the Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal

Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization that agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of the eminent domain, the Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair, or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild, or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

### III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE RECIPIENT

1. The Project Site shall be managed only for the conservation, protection, and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation that is compatible with the conservation, protection, and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 62-818.013, F.A.C.



3. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

4. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature, and advertising regarding the Project Site. The Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and Recipient.

#### IV. OBLIGATIONS INCURRED BY RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the Recipient, to any of the below listed activities or interests, the Recipient shall

provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

- a. any lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site to a non-governmental person or organization;
- c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;
- d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- e. a management contract of the Project Site with a non-governmental person or organization; and
- f. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

- a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;
- b. the operation of a concession on the Project Site by a non-governmental person or organization;
- c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;
- d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;
- e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- f. a management contract of the Project Site with a non-governmental person or organization; and
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NONGOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY

**V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.**

1. Two or more user-based outdoor recreational facilities, including a playground and splash pad, shall be provided at the Project Site. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.
2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust and the City of Port Orange.
3. Interpretive signage shall be provided to educate visitors about the natural resources and unique history of the Project Site.
4. A stormwater management program shall be developed and implemented for the Project Site to protect the quality of water entering the Halifax River. The development of a storm water program for the Project Site shall be done in coordination with the St. Johns River Water Management District.
5. Any proposed stormwater facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.
6. Native trees and shrubs on the Project Site shall be preserved, where feasible, and appropriately managed to ensure the long-term viability of the native vegetation on the Project Site.
7. Areas around proposed recreational facilities shall be landscaped with native plant species to enhance the function and appearance of the Project Site.
8. No motorized boating facilities shall be provided at the Project Site. The Management Plan shall include provisions to protect seagrasses, manatees, and listed wading bird habitat.
9. An ongoing monitoring and control program for invasive vegetation including exotic (nonnative) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

10. A feral animal removal program shall be developed and implemented, as necessary, for dogs, cats, muskovy ducks and other non-native wildlife that may be found on the Project Site.
11. Management of the Project Site shall be coordinated with management of the adjacent city-owned parcel.
12. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites.
13. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible.
14. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.
15. The Project Site shall be developed and managed as destination point along the Port Orange Pathway (POP) multi-use recreational trail system.
16. Site improvements shall be designed and located to minimize or eliminate the long-term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.
17. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this Agreement.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

Witnesses:

FLORIDA COMMUNITIES TRUST

Kira Carmichael  
Signature – 1<sup>st</sup> Witness

By: Callie DeHaven  
Callie DeHaven, Director

Kira Carmichael  
Printed Name – 1<sup>st</sup> Witness

Casey Jones  
Signature – 2<sup>nd</sup> Witness

Approved for Form and Sufficiency:

Lois La Seur

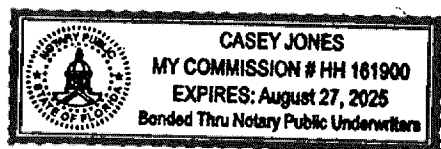
By: Lois La Seur  
Lois La Seur, Trust Counsel

Casey Jones  
Printed Name – 2<sup>nd</sup> Witness

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 27<sup>th</sup> day of January, 2022, by Callie DeHaven, as Director, Division of State Lands on behalf of Florida Communities Trust. She is personally known to me.

[Notary Seal]



Casey Jones  
Notary Public

Casey Jones  
Print Notary Name  
Commission Expiration: August 27, 2025  
Commission Number: HH 161900

Witnesses:

[Signature]  
Signature – 1<sup>st</sup> Witness

Matt Jones  
Printed Name – 1<sup>st</sup> Witness

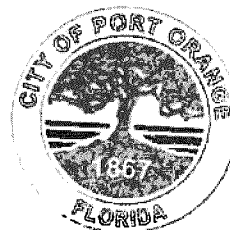
[Signature]  
Signature – 2<sup>nd</sup> Witness

Tracee Cody  
Printed Name – 2<sup>nd</sup> Witness

CITY OF PORT ORANGE

By: [Signature]  
Donald O. Burnette, Mayor

Attest: [Signature]  
Robin L. Fenwick, MMC, City Clerk



STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17<sup>th</sup> day of September, 2022, by Donald O. Burnette, as Mayor and Robin L. Fenwick, City Clerk, both for and on behalf of the City of Port Orange. Each is personally known to me.

[Notary Seal]

[Signature]  
Notary Public

Tracee Cody  
Print Notary Name  
Commission Expiration: May 11, 2026  
Commission Number: #H 263572



TRACEE CODY  
Commission #HH 263572  
Expires May 11, 2026

## EXHIBIT "A"

**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

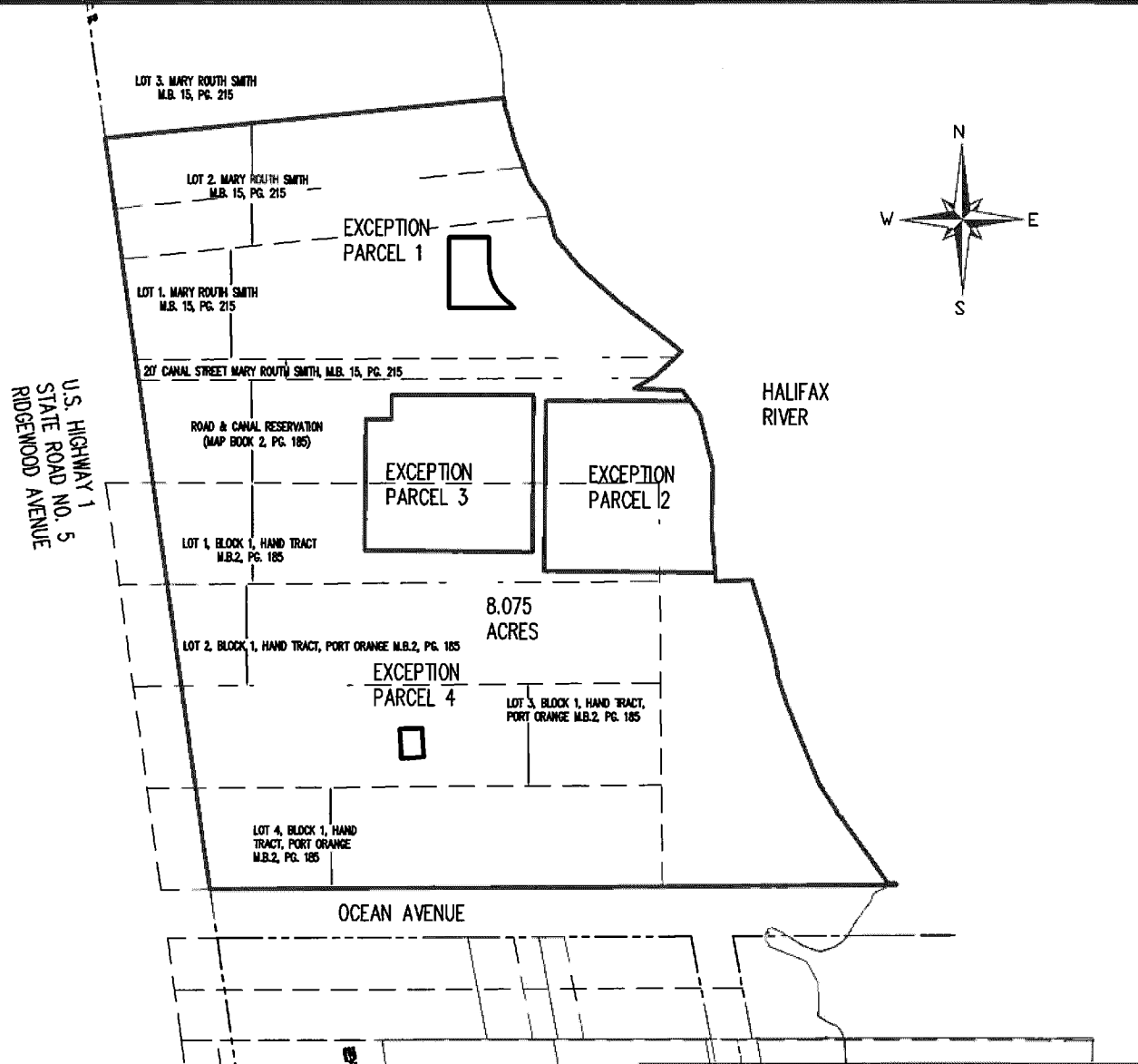
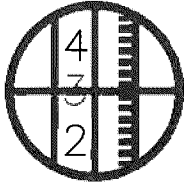
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger &amp; Associates, Inc.

www.sligerassociates.com

SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEYFOR: THE CITY OF PORT ORANGE, FLORIDA  
DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=150'

FIELD BOOK:

PAGE:

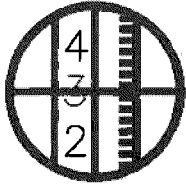
## ABBREVIATIONS

|               |                                         |
|---------------|-----------------------------------------|
| (P)           | PLATTED DIMENSION                       |
| (D)           | DEEDED DIMENSION                        |
| (M)           | MEASURED DIMENSION                      |
| (C)           | CALCULATED DIMENSION                    |
| ID            | IDENTIFICATION                          |
| A/C           | AIR CONDITIONER                         |
| R/W           | RIGHT OF WAY                            |
| CL            | CENTERLINE                              |
| D             | CENTRAL ANGLE                           |
| R             | RADIUS                                  |
| L             | ARC LENGTH                              |
| CB            | CHORD BEARING                           |
| FP&L CO.      | FLORIDA POWER & LIGHT COMPANY           |
| N.G.V.D.      | NATIONAL GEODETIC VERTICAL DATUM        |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

## SHEET 1 OF 6

## LEGEND

|      |                              |
|------|------------------------------|
| ●    | IRON ROD WITH CAP            |
| ○    | IRON PIPE                    |
| □    | CONCRETE MONUMENT            |
| ■    | PERMANENT REFERENCE MONUMENT |
| △    | PERMANENT CONTROL POINT      |
| (R)  | RADIAL LINE                  |
| (NR) | NON-RADIAL LINE              |
| ○    | EXISTING ELEVATION           |
| □    | PROPOSED ELEVATION           |



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.  
www.sligerassociates.com

POINT OF BEGINNING  
POINT OF  
COMMENCEMENT  
EXCEPTION PARCELS

LOT 3. MARY ROUTH SMITH  
M.B. 15, PG. 215

N69°24'06"E  
394.35'

NORTHERLY LINE LOT 2

N69°24'06"E  
366.51'

LOT 2. MARY ROUTH SMITH  
M.B. 15, PG. 215

POINT OF BEGINNING  
EXCEPTION PARCEL 1

CURVE TABLE

|    |                |
|----|----------------|
| C1 | A=50°52'25"    |
|    | R=47.00'       |
|    | A=41.73'       |
| C2 | A=7°20'38"     |
|    | R=74.55'       |
|    | A=9.55'        |
|    | CB=S62°09'53"E |

LOT 1. MARY ROUTH SMITH  
M.B. 15, PG. 215

20' CANAL STREET MARY ROUTH SMITH, M.B. 15, PG. 215

ROAD & CANAL RESERVATION  
(MAP BOOK 2, PG. 185)

LOT 1, BLOCK 1, HAND TRACT  
M.B.2, PG. 185

POINT OF BEGINNING  
EXCEPTION PARCEL 3

8.075 ACRES

LOT 2, BLOCK 1, HAND TRACT, PORT ORANGE M.B.2, PG. 185

POINT OF BEGINNING  
EXCEPTION PARCEL 4

SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=100'

FIELD BOOK:

PAGE:

## ABBREVIATIONS

|               |                                         |
|---------------|-----------------------------------------|
| (P)           | PLATTED DIMENSION                       |
| (D)           | DEEDED DIMENSION                        |
| (M)           | MEASURED DIMENSION                      |
| (C)           | CALCULATED DIMENSION                    |
| ID            | IDENTIFICATION                          |
| A/C           | AIR CONDITIONER                         |
| R/W           | RIGHT OF WAY                            |
| CL            | CENTERLINE                              |
| Δ             | CENTRAL ANGLE                           |
| R             | RADIUS                                  |
| A             | ARC LENGTH                              |
| CB            | CHORD BEARING                           |
| FP&L CO.      | FLORIDA POWER & LIGHT COMPANY           |
| N.G.V.D.      | NATIONAL GEODETIC VERTICAL DATUM        |
| U.S.C. & G.S. | UNITED STATES COAST AND GEODETIC SURVEY |

## SHEET 2 OF 6

### LEGEND

|      |                              |
|------|------------------------------|
| ●    | IRON ROD WITH CAP            |
| ○    | IRON PIPE                    |
| □    | CONCRETE MONUMENT            |
| ■    | PERMANENT REFERENCE MONUMENT |
| △    | PERMANENT CONTROL POINT      |
| (R)  | RADIAL LINE                  |
| (NR) | NON-RADIAL LINE              |
| ○    | EXISTING ELEVATION           |
| □    | PROPOSED ELEVATION           |



# PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD  
PORT ORANGE, FL. 32127  
(386) 761-5385

**.B. 15, PG. 215**

C2  $\Delta=7^{\circ}20'38''$   
 $R=74.55'$   
 $A=9.55'$   
 $CB=S62^{\circ}09'53''E$

575°08'16"W  
63.72'

ANAL STREET MARY ROUTH SMITH, M.B. 15, PG. 215

$$\frac{N75^{\circ}03'35''E}{139.43'}$$

ROAD & CANAL RESERVATION  
(MAP BOOK 2, PG. 185)

LOT 1, BLOCK 1, HAND TRACT  
M.B.2, PG. 185

POINT OF BEGINNING  
EXCEPTION PARCEL 3

**8.075 ACRES**

LOT 2, BLOCK 1, HAND TRACT, PORT ORANGE M.B.2, PG. 185

POINT OF BEGINNING  
EXCEPTION PARCEL 4

N72°29'34"E  
207.40'

LOT 4, BLOCK 1, HAND  
TRACT, PORT ORANGE  
M.B.2, PG. 185

LOT 3, BLOCK 1, HAND TRACT,  
PORT ORANGE M.B.2, PG. 185

DETAIL NTS

S74°47'41"W NORTHERLY R/W LINE  
674.09' OCEAN AVENUE

SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA  
DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SCALE: 1"=100'

FIELD BOOK:

PAGE:

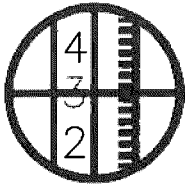
## ABBREVIATIONS

|               |                                          |
|---------------|------------------------------------------|
| (P)           | PLATTED DIMENSION                        |
| (D)           | DEEDED DIMENSION                         |
| (M)           | MEASURED DIMENSION                       |
| (C)           | CALCULATED DIMENSION                     |
| ID            | IDENTIFICATION                           |
| A/C           | AIR CONDITIONER                          |
| R/W           | RIGHT OF WAY                             |
| CL            | CENTERLINE                               |
| D             | CENTRAL ANGLE                            |
| R             | RADIUS                                   |
| L             | ARC LENGTH                               |
| CB            | CHORD BEARING                            |
| FP&L CO.      | FLORIDA POWER & LIGHT COMPANY            |
| N.G.V.D.      | NATIONAL GEODETIC VERTICAL DATUM         |
| U.S.C. & G.S. | UNITED STATES SURVEY AND GEODETIC SURVEY |

## SHEET 3 OF 6

## LEGEND

|      |                              |
|------|------------------------------|
| ●    | IRON ROD WITH CAP            |
| ○    | IRON PIPE                    |
| □    | CONCRETE MONUMENT            |
| ■    | PERMANENT REFERENCE MONUMENT |
| △    | PERMANENT CONTROL POINT      |
| (R)  | RADIAL LINE                  |
| (NR) | NON-RADIAL LINE              |
| ○    | EXISTING ELEVATION           |
| □    | PROPOSED ELEVATION           |



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF LOTS 1, 2, 3 AND 4 BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE).

AND

A PORTION OF THAT PART OF THE 100' RESERVATION FOR CANAL AND ROAD, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE), A 100' RIGHT OF WAY, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST.

AND

A PORTION OF LOTS 1 AND 2, AND THE 20' WIDE CANAL SOUTHERLY OF THE SOUTH LINE OF SAID LOT 1, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 (MAP BOOK 15, PAGE 215), PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, EXCEPTING THAT PART NOW WITHIN THE 100 FOOT RIGHT OF WAY OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE),

ALL OF THE ABOVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 2, MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 28.41 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 54.05 FEET; THENCE N72°22'38"E, 35.41 FEET; THENCE S32°07'46"E, 48.10 FEET; THENCE S29°36'23"E, 30.29 FEET; THENCE S27°30'32"E, 22.70 FEET; THENCE S30°05'29"E, 13.04 FEET; THENCE S33°26'17"E, 14.24 FEET; THENCE S36°18'59"E, 62.12 FEET; THENCE S37°25'05"E, 12.52 FEET; THENCE S40°56'28"E, 8.45 FEET; THENCE S44°37'09"E, 7.51 FEET; THENCE S48°49'12"E, 25.03 FEET; THENCE S33°24'59"W, 0.92 FEET; ; THENCE S50°27'55"E, 4.86 FEET; THENCE N40°35'00"E, 0.79 FEET; THENCE S49°50'29"E, 82.52 FEET; THENCE N65°12'41"E, 6.19 FEET; THENCE S72°52'45"E, 2.52 FEET; THENCE S19°23'19"W, 0.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OCEAN AVENUE; THENCE DEPART SAID MEAN HIGH WATER LINE S74°47'41"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 674.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE N22°54'23"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.19 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT

(EXCEPTION PARCEL 1)

A PORTION OF LOT 1, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53 (MAP BOOK 15, PAGE 215), PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 366.51 FEET; THENCE DEPART SAID NORTHERLY LINE S20°35'54"E, 134.83 FEET TO THE POINT OF BEGINNING; THENCE S14°57'47"E, 26.28 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 47.00 FEET AND A CENTRAL ANGLE OF 50°52'25"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 41.73 FEET TO THE A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 74.55 FEET AND A CENTRAL ANGLE OF 07°20'38"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 9.55 FEET; THENCE S75°08'16"W, 63.72 FEET; THENCE N14°51'44"W, 69.19 FEET; THENCE N75°08'16"E, 39.25 FEET TO THE POINT OF BEGINNING;

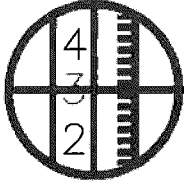
(DESCRIPTION CONTINUED ON SHEET 5)

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SHEET 4 OF 6



# SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

(DESCRIPTION CONTINUED FROM SHEET 4)

AND EXCEPT (EXCEPTION PARCEL 2)

A PORTION OF LOT 1, BLOCK 1, AND THE ROAD AND CANAL RESERVATION, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 13.28 FEET TO THE POINT OF BEGINNING; THENCE THENCE S51°04'17"E, 15.13 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 45.44 FEET; THENCE DEPART SAID MEAN HIGH WATER LINE S75°54'48"W, 168.23 FEET; THENCE N14°19'33"W, 166.73 FEET; THENCE N75°15'13"E, 142.34 FEET TO THE POINT OF BEGINNING;

AND EXCEPT (EXCEPTION PARCEL 3)

A PORTION OF LOT 1, BLOCK 1, AND THE ROAD AND CANAL RESERVATION, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN N69°24'06"E ALONG SAID NORTHERLY LINE, 394.35 FEET TO THE MEAN HIGH WATER LINE OF THE WESTERLY BANK OF THE HALIFAX RIVER; THENCE THE FOLLOWING COURSES ALONG SAID MEAN HIGH WATER LINE: S18°16'14"E, 7.86 FEET; THENCE S31°08'49"E, 40.61 FEET; THENCE S35°47'14"E, 38.01 FEET; THENCE S49°44'44"E, 29.15 FEET; THENCE S31°19'01"E, 32.11 FEET; THENCE S54°28'15"E, 40.23 FEET; THENCE S62°36'26"E, 47.43 FEET; THENCE S66°33'17"E, 80.29 FEET; THENCE S32°56'04"W, 33.64 FEET; THENCE S42°34'37"W, 25.36 FEET; THENCE N77°12'42"E, 47.51 FEET; THENCE S51°04'17"E, 28.41 FEET; THENCE S29°01'49"E, 54.28 FEET; THENCE S13°28'05"E, 58.59 FEET; THENCE S19°17'22"E, 45.44 FEET; THENCE DEPART SAID MEAN HIGH WATER LINE S75°54'48"W, 168.23 FEET; THENCE N14°19'33"W, 18.17 FEET; THENCE S75°40'27"W, 12.02 FEET TO THE POINT OF BEGINNING; THENCE S75°40'27"W, 164.89 FEET; THENCE N14°19'33"W, 128.96 FEET; THENCE N75°03'35"E, 25.72 FEET; THENCE N14°56'25"W, 23.80 FEET; THENCE N75°03'35"E, 139.43 FEET; THENCE S14°19'33"E, 154.53 FEET TO THE THE POINT OF BEGINNING;

AND EXCEPT (EXCEPTION PARCEL 4)

A PORTION OF LOT 3, BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 2, SAID MARY ROUTH SMITH SUBDIVISION WITH THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5, RIDGEWOOD AVENUE) THENCE RUN S22°54'23"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 603.10 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N72°29'34"E, 207.40 FEET TO THE POINT OF BEGINNING; THENCE N72°29'34"E, 21.59 FEET; THENCE S17°30'26"E, 28.58 FEET; THENCE S72°29'34"W, 21.59 FEET; THENCE N17°30'26"W, 28.58 FEET TO THE POINT OF BEGINNING.

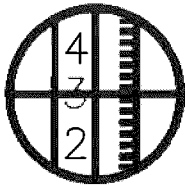
THE NET AREA OF THE ABOVE BEING 8.075 ACRES, MORE OR LESS.

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE RIVERWALK PARK

JOB #21-1418

SHEET 5 OF 6



# SLIGER & ASSOCIATES, INC.

## PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

### SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 BEING N22°54'23"W.

4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

5. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. 8/25/2021

REFERENCE: PORT ORANGE RIVERWALK PARK

| TYPE OF SURVEY        | CERTIFIED TO                                                     | SURVEY DATE     | JOB NUMBER |
|-----------------------|------------------------------------------------------------------|-----------------|------------|
| SKETCH OF DESCRIPTION | CITY OF PORT ORANGE, FLORIDA                                     | AUGUST 26, 2021 | 21-1418    |
|                       |                                                                  |                 |            |
|                       |                                                                  |                 |            |
| NOT CERTIFIED         | TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE |                 |            |
|                       |                                                                  |                 |            |
|                       |                                                                  |                 |            |

SHEET 6 OF 6

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: CITY OF PORT ORANGE, FLORIDA

|                         | DATE            | JOB NO. | P.C. | DRW. | CHECKED BY |
|-------------------------|-----------------|---------|------|------|------------|
| SKETCH OF DESCRIPTION   | AUGUST 26, 2021 | 21-1418 |      | JZ   | DH         |
| BOUNDARY SURVEY         |                 |         |      |      |            |
| TOPOGRAPHIC SURVEY      |                 |         |      |      |            |
| FOUNDATION LOCATED      |                 |         |      |      |            |
| FINAL IMPROVEMENTS      |                 |         |      |      |            |
| RECERTIFICATION         |                 |         |      |      |            |
| PROPOSED HOUSE LOCATION |                 |         |      |      |            |
|                         |                 |         |      |      |            |

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E Zapert  
Digitally signed by Joseph E Zapert  
Date: 2021.08.30 09:59:39 -0400

J.E. ZAPERT, P.L.S. NO. 4046

Prepared by and Return to:  
William McMahon, FCCM  
Florida Department of Environmental Protection  
8800 Baymeadows Way West  
Jacksonville, FL 32256

### RELEASE OF GRANT AWARD AGREEMENT

THIS RELEASE OF GRANT AWARD AGREEMENT is executed this 27<sup>th</sup> day of January, 2022, by the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Environmental Protection, in order to release terms, conditions, and restrictions on the use of property described in the Grant Award Agreement dated May 10, 2004, Award #02-094-FF2, contract #04-CT-8L-02-F2-J1-094, said property also being known as the Marcantonio Town Center ("Grant Parcel").

WHEREAS, the City of Port Orange ("Recipient") applied for and received a grant award to purchase the Grant Parcel; and

WHEREAS, the Grant Parcel is subject to certain covenants and restrictions imposed by the Grant Award Agreement recorded in the public records of Volusia County at Official Records Book 5325, Page 1309 *et seq.*; and

WHEREAS, the Recipient subsequently submitted a request to the FCT to exchange the Grant Parcel for additional property adjacent to other parcels acquired through FCT funding and governed by similar covenants and restrictions; and

WHEREAS, the FCT Governing Board approved the requested land exchange at a regularly scheduled meeting held February 16, 2022; and

WHEREAS, the Recipient has met all conditions and requirements of the proposed land exchange pursuant to Rule 62-818.016, F.A.C.;

NOW THEREFORE, the FCT hereby releases Parcel Number 6303-11-02-0070 from the covenants and restrictions placed upon it by Grant Award Agreement recorded in the public records of Volusia County at Official Records Book 5325, Page 1309 *et seq.* Parcel Number 6303-11-02-0070 is more particularly described as follows:

Lots 7 and 8, except the West 292 feet thereof and riparian rights, Block B, Wilson's Port Orange, according to the plat thereof, recorded in Map Book 1, Page 154 of the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the FCT has caused these presents to be executed in its name by its Chair, the date first above written.

Witnesses:

FLORIDA COMMUNITIES TRUST

Kira Carmichael  
Signature – 1<sup>st</sup> Witness

By: Callie DeHaven  
Callie DeHaven, Director

Kira Carmichael  
Printed Name – 1<sup>st</sup> Witness

Casey Jones  
Signature – 2<sup>nd</sup> Witness

Approved for Form and Sufficiency:

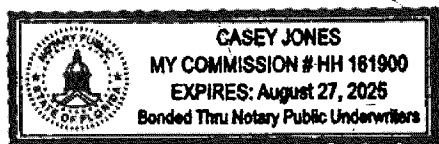
Casey Jones  
Printed Name – 2<sup>nd</sup> Witness

Lois La Seur  
By: Lois La Seur  
Lois La Seur, Trust Counsel  
Digitally signed by Lois La Seur  
Date: 2022.12.19  
13:16:00 -05'00'

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 27<sup>th</sup> day of January, 2022, by Callie DeHaven, as Director, Division of State Lands on behalf of Florida Communities Trust. She is personally known to me.

[Notary Seal]



Casey Jones  
Notary Public

Casey Jones  
Print Notary Name  
Commission Expiration: August 27, 2025  
Commission Number: HH 161900



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (I13) First Reading - Ordinance 2023-08 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Definitions)

**DEPARTMENT:** Finance

**GOAL:** 1 - Public Safety

---

**RECOMMENDED MOTION:** Move to approve Ordinance No. 2023-08, amending Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Definitions).

---

**SUMMARY:** This ordinance amends the Port Orange Police Pension Ordinance in order to conform the ordinance with past practice associated with definition of the term compensation for purposes of calculating the pension benefit. The Board of Trustees of the Police Pension Fund have requested and approved such an amendment and it is in the best interest of the participants and beneficiaries of the Police Pension Fund. The changes are as follows:

Section 54-122 - Definitions. This amends the definition of “compensation” as it pertains to the Police Pension Fund to codify the original intent of the prior definition and conform to past practice. This amendment does not change the types of payments included or excluded in the definition of “compensation.” Rather, it clarifies the pre-existing manner in which accumulated sick and annual leave is included in the calculation of compensation for employees hired before February 1, 2011 to include annual leave payouts.

Staff have received and reviewed the actuarial impact statement related to this change to the Police Pension Fund. The cost impact shows that there is no cost impact on the current fiscal year. The liability of the plan is not anticipated to be materially affected by this amendment to Plan provisions.

Staff recommends approval of this ordinance.

**PRESENTER:** John McKinney

---

**ATTACHMENTS:**

|    |                                                                 |                                                                     |
|----|-----------------------------------------------------------------|---------------------------------------------------------------------|
| 1. | Ord. No. 2023-08 - Police Pension Ord Am. re compensation FINAL | Ord. No. 2023-08 - Police Pension Ord Am. re compensation FINAL.pdf |
|----|-----------------------------------------------------------------|---------------------------------------------------------------------|

|    |                                                         |                                                             |
|----|---------------------------------------------------------|-------------------------------------------------------------|
| 2. | 20230725 Port Orange Police Impact Statement - Accruals | 20230725 Port Orange Police Impact Statement - Accruals.pdf |
|----|---------------------------------------------------------|-------------------------------------------------------------|

|               |                               |
|---------------|-------------------------------|
| John McKinney | Created/Initiated - 7/12/2023 |
| John McKinney | Approved - 7/13/2023          |
| Matthew Jones | Approved - 7/26/2023          |
| Wayne Clark   | Approved - 7/27/2023          |
| Tracee Cody   | Final Approval - 7/27/2023    |



**ORDINANCE NO. 2023-08**

**AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, CLARIFYING THE DEFINITION OF “COMPENSATION” TO CONFORM TO PAST PRACTICE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

**WHEREAS**, Section 54-122 of the City Code contains a definition of “compensation” for purposes of the Pension Fund; and

**WHEREAS**, the City and police pension board have determined that the definition of compensation needs to be clarified to more accurately reflect the City’s past practice concerning the inclusion of payments for accumulated sick and annual leave; and

**WHEREAS**, the City, the Coastal Florida Police Benevolent Association (Lieutenants), and the Port Orange Police Association, I.U.P.A. Local 6051 Police Officers and Sergeants), have agreed to the clarification contained herein; and

**WHEREAS**, the City Council has received and reviewed a statement of “no impact” from the Pension Fund actuary concerning the clarification contained herein; and

**WHEREAS**, the City Council deems it to be in the public interest to adopt this Ordinance clarifying the definition of “compensation” in the Pension Fund.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1:** Section 54-122, Definitions, of the Port Orange Police

Pension Fund is hereby amended as follows:

**Sec. 54-122. - Definitions.**

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

[...]

Compensation means the monthly salary paid a member by the city for work performed arising from that employment, to include: overtime payments up to 300 hours per year paid from a salary fund; amounts withheld for tax-sheltered annuities, deferred compensation programs, or any other type of salary reduction plan authorized under the Internal Revenue Code; and payments in addition to the employee's base rate of pay if all of the following apply:

- (1) The payments are paid according to a formal written policy that applies to all eligible employees equally;
- (2) The payments are paid for as long as the employee continues his or her employment; and
- (3) The payments are paid at least annually.

Compensation for any plan year shall not include: any amounts in excess of the maximum amount specified in section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations; overtime compensation in excess of 300 hours per calendar year; lump sum payments for accumulated sick and annual leave; and extra duty or special detail work performed on behalf of a second party employer.

Notwithstanding the definition of compensation above, compensation for employees hired before February 1, 2011 shall include payments for accumulated sick and annual leave made in accordance with city policy, but lump sum payments for accumulated sick and annual leave at the time of DROP entry or termination of employment shall not exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1,

2011 and March 1, 2012. Hours of leave accumulated after March 1, 2012 may be used to replenish hours of leave used or paid out after that date, but in no event may the total amount of accumulated sick and annual leave included in compensation at the time of DROP entry or termination of employment exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012. Compensation for employees hired after January 31, 2011 shall exclude all payments for accumulated sick and annual leave.

~~Compensation means the monthly salary paid a member by the city for work performed arising from that employment, to include: overtime payments up to 300 hours per year paid from a salary fund; lump-sum payments for accumulated sick and annual leave upon termination of employment, but not to exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus one-half of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012; amounts withheld for tax-sheltered annuities, deferred compensation programs, or any other type of salary reduction plan authorized under the Internal Revenue Code; and payments in addition to the employee's base rate of pay if all of the following apply:~~

- ~~(4) The payments are paid according to a formal written policy that applies to all eligible employees equally;~~
- ~~(5) The payments are paid for as long as the employee continues his or her employment; and~~
- ~~(6) The payments are paid at least annually.~~

~~Compensation shall exclude lump-sum payments for accumulated sick and annual leave accumulated on or after March 1, 2012, except as otherwise provided above.~~

~~Compensation for any plan year shall not include any amounts in excess of the maximum amount specified in section 401(a)(17) of the Internal Revenue Code, adjusted in accordance with U.S. Treasury Department regulations. Compensation for any plan year shall not include overtime compensation in excess of 300 hours per calendar year, lump-sum payments for accumulated sick and annual leave upon termination of employment for more than the hours of sick and annual leave accumulated as of March 1, 2011~~

~~plus one-half of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012; or extra duty or special detail work performed on behalf of a second party employer.~~

~~Notwithstanding the definition of compensation above, compensation for employees hired after January 31, 2011 shall exclude lump sum payments for accumulated sick and annual leave.~~

[...]

**SECTION 2.** Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

**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.** This ordinance amendment shall take effect 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: \_\_\_\_\_  
Matthew J. Jones, City Attorney



July 25, 2023

Karan Rounsavall  
Pension Administrator  
City of Port Orange Police Officers' Pension Fund  
3695 Indian River Drive  
Cocoa FL 32926

**Re: Impact of Proposed Ordinance Regarding Compensation Definition**

Dear Karan:

This letter is being written to provide a statement of no impact with regard to the attached proposed ordinance which modifies the City of Port Orange (the City) Police Officers' Pension Fund (the Plan).

**Summary of Changes**

Proposed changes are summarized in the following.

| §      | Title                     | Description                                                                                                               |
|--------|---------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 54-122 | Definitions. Compensation | Definition of Compensation replaced to reflect existing practice of treating annual accrued leave payouts as pensionable. |

**Actuarial Impact**

It is our understanding that the proposed ordinance codifies the existing practice of treating annual accrued leave payouts as pensionable. The October 1, 2022 Actuarial Valuation is being revised to match the existing practice. From that revised valuation, the liability of the Plan is not anticipated to be materially affected by this amendment to Plan provisions.

**Required Disclosures**

- The purpose of this study is to estimate the value of benefits for the proposed changes. No third-party recipient of this work product should rely upon this work for any purpose other than as stated. Such recipients should engage qualified professionals for advice appropriate to their own specific needs. The consultants who worked on this assignment are pension actuaries. Our advice is not intended to be a substitute for qualified legal, tax or accounting counsel.
- Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.
- In preparing our report we relied, without audit, on information (some oral and some written) supplied by the City and the Administrator. This information includes, but is not limited to, statutory provisions, employee census, and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be

noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

- We understand that the ASOP 51 disclosures in the actuarial valuation report provide sufficient risk assessment and are not being modified as part of this study.
- In producing our work product, we rely on various models, internal and external, which were used for their intended purposes. Underlying data, assumptions, methodologies, model inputs and resulting outputs have been reviewed. The 6.95% assumed net return is a prescribed assumption as defined by Actuarial Standard of Practice No. 27 (ASOP 27), as it is set by the Board. While we find all other inputs and outputs to be reasonable, the prescribed assumption significantly conflicts with our judgment regarding what would constitute a reasonable assumption for the purpose of the measurement as discussed in ASOP 27. We continue to recommend lowering the net assumed return.
- The signing actuaries are independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.
- On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with Actuarial Standards of Practice, the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries. We meet the Qualification Standards under the American Academy of Actuaries to render the actuarial opinion contained.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Chad M. Little, ASA, EA  
Partner, Consulting Actuary



# CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/1/2023

---

**SUBJECT:** (I14) Approval of the Coastal Oaks Subdivision Plat and Plans (Case No. SUBD-23-0001)

**DEPARTMENT:** Community Development

**GOAL:** 3 - Quality of Life

---

**RECOMMENDED MOTION:** Move to approve the Coastal Oaks Subdivision Plat and Plans.

---

**SUMMARY:** PLANNING COMMISSION ACTION (6/22/23): Recommended Approval (5-0)

The applicant requests approval of the Coastal Oaks Subdivision Plat and Plans. If approved, the applicant intends to subdivide a  $\pm 2.2$ -acre property into four (4) residential lots (1.82 unit/acre) and construct two duplexes (4 total dwelling units) along with tree preservation, stormwater retention, and open space. The subject property is located on the north side of Herbert Street, west of the FEC Railroad tracks.



The subject property is currently vacant and zoned R-2D (Two-Family Residential), which allows for the development of duplexes and has a Future Land Use designation of *Urban Medium Density Residential* (4-8 units/acre).



---

The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and lot dimensional requirements for the R-2D district. The lots in the subdivision will have access from Herbert Street. The following subdivision improvements will be constructed or provided:

- Dedication of 5 feet along the north side of Herbert Street for the ultimate 60-foot right-of-way width for Herbert Street between Sixth Street to Halifax Drive
- Grading and stormwater drainage infrastructure
- Water and sewer infrastructure
- Conservation Easement over an existing  $\pm$  0.7-acre wetland and wetland buffer
- Preservation of eleven (11) specimen trees, including all six (6) historic live oaks, which is greater than the nine (9) specimen trees required to be saved.
- Tree Conservation Easements over 67% of the site for the preservation of existing trees.
- Compliance with all city, county, state, or federal regulations that pertain to protected wildlife species and wetland protection and mitigation.

The review of a subdivision plat is a ministerial review in which the approving body must only consider the technical criteria and lot dimensional requirements in the City's Land Development Code (LDC). The subject subdivision plat and plans have been reviewed by the Staff Development Review Committee (SDRC) and found to meet all technical requirements of the LDC, and that public facilities and services such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed four (4) residential lots.

The Staff Report is attached for additional information.

PRESENTER: Penelope Cruz, Tim Burman

---

**ATTACHMENTS:**

|    |                                                                |                                                                    |
|----|----------------------------------------------------------------|--------------------------------------------------------------------|
| 1. | STAFF REPORT                                                   | STAFF REPORT.pdf                                                   |
| 2. | Exhibit A1 - Coastal Oaks Plat                                 | Exhibit A1 - Coastal Oaks Plat.pdf                                 |
| 3. | Exhibit A2 - Coastal Oaks Plans                                | Exhibit A2 - Coastal Oaks Plans.pdf                                |
| 4. | Exhibit B - Volusia County School District Letter of Exemption | Exhibit B - Volusia County School District Letter of Exemption.pdf |

---

|                |                              |
|----------------|------------------------------|
| Penelope Cruz  | Created/Initiated - 7/7/2023 |
| Tim Burman     | Approved - 7/13/2023         |
| Shannon Balmer | Approved - 7/18/2023         |
| Wayne Clark    | Approved - 7/25/2023         |
| Tracee Cody    | Final Approval - 7/27/2023   |

---



# STAFF REPORT

## COASTAL OAKS SUBDIVISION PLAT & PLANS

CASE NO. SUBD-23-0001

---

|                              |                                                               |
|------------------------------|---------------------------------------------------------------|
| <b>REQUEST:</b>              | Approval of the Coastal Oaks Final Subdivision Plat and Plans |
| <b>LOCATION:</b>             | 609 Herbert Street (Figure 1)                                 |
| <b>APPLICANT:</b>            | Robert Ball, P.E., Zev Cohen & Associates                     |
| <b>OWNER:</b>                | Herbert 609, LLC                                              |
| <b>STAFF CONTACT:</b>        | Gwen Perney, Principal Planner (386) 506-5673                 |
| <b>STAFF RECOMMENDATION:</b> | Approval                                                      |
| <b>PLANNING COMMISSION:</b>  | Recommended Approval 5-0 (June 22, 2023)                      |
| <b>CITY COUNCIL:</b>         | August 1, 2023                                                |

---

### DEVELOPMENT PROPOSAL

The applicant requests approval of the Coastal Oaks Subdivision. If approved, the applicant intends to subdivide a  $\pm 2.2$ -acre property into four (4) residential lots and construct two duplexes (4 total dwelling units). The subject property is currently vacant and zoned R-2D (Two-Family Residential), which allows for the development of duplexes. 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 City's Land Development Code for property zoned R-2D. The subject property is located on the north side of Herbert Street, west of the FEC Railroad tracks (Figure 1. Location Map).

**Figure 1. Location Map**

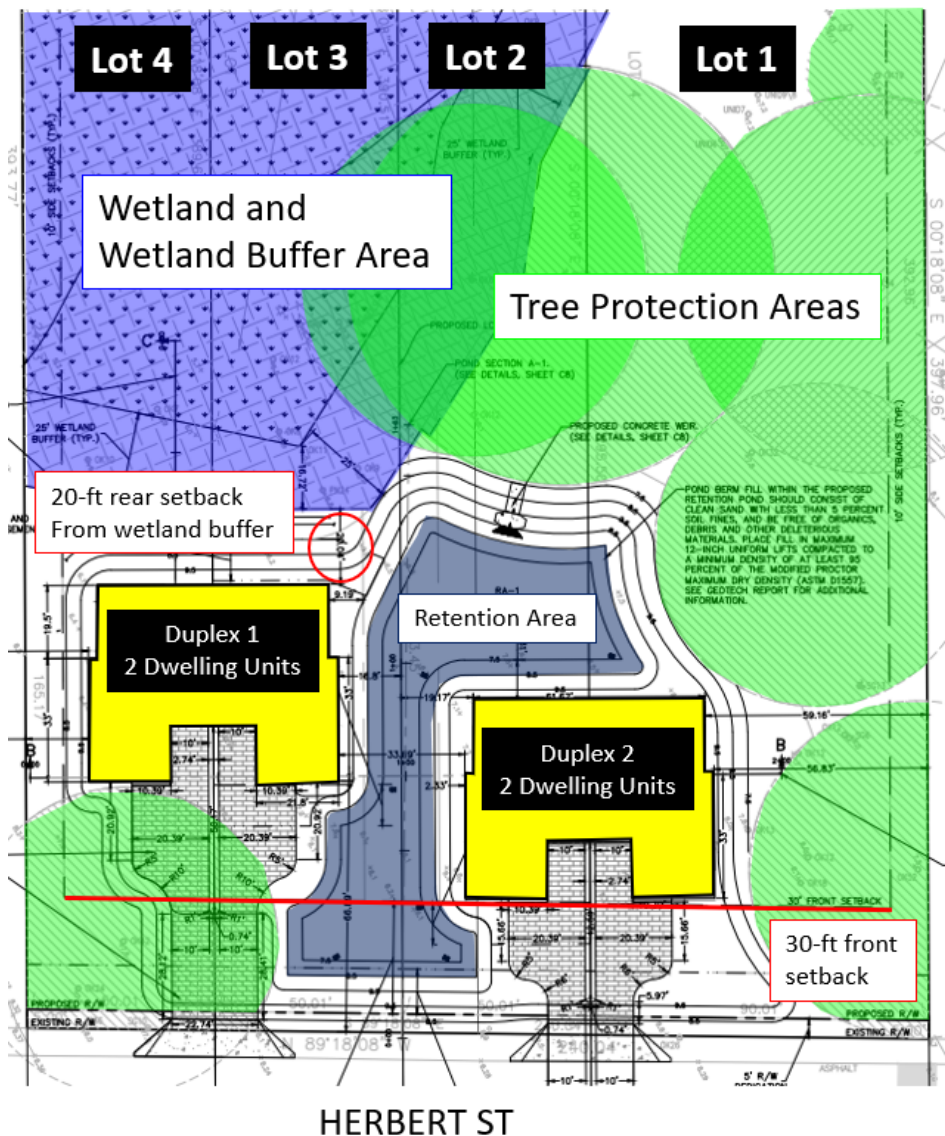


Map created by the City of Port Orange Community Development Department

The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) (Figure 2). The lots within the subdivision will have access from Herbert Street, along with the following subdivision improvements.

- Dedication of 5 feet along the north side of Herbert Street for the ultimate 60-foot right-of-way width for Herbert Street between Sixth Street to Halifax Drive
- Grading and stormwater drainage infrastructure
- Water and sewer infrastructure
- Conservation Easement over the existing  $\pm$  0.7-acre wetland and wetland buffer
- Eleven (11) specimen trees will be preserved, which is greater than the nine (9) specimen trees required to be saved, including all six (6) historic live oaks, and 67% of the site will be covered by tree protection and conservation easements.
- Tree Conservation Easements for the preservation of existing trees.

**Figure 2. Subdivision Plan for Coastal Oaks**



The subject property is zoned R2-D (Two-Family Residential) and must meet all the standard LDC requirements. Being processed concurrently with the Coastal Oaks Subdivision Plat and Plans is a variance request to allow a reduction in the width of the wetland buffer. [Case No. VARC-23-0001].

### CONCURRENCY REVIEW

Public facilities and services such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed four (4) residential lots (Table 1). The following discussion summarizes the impacts the proposed development will have on these public facilities and services.

**Table 1 - Infrastructure Impact Assessment for Four (4) Residential Lots**

| DEVELOPMENT VARIABLE                          | IMPACTS      |
|-----------------------------------------------|--------------|
| Population <sup>1</sup>                       | 10           |
| A.M./P.M./Daily Peak Hour Trips <sup>2</sup>  | 2/2/29 trips |
| Sanitary Sewer (gallons per day) <sup>3</sup> | 640 gallons  |
| Potable Water (gallons per day) <sup>4</sup>  | 720 gallons  |
| Solid Waste (lbs. Per day) <sup>5</sup>       | 32 pounds    |
| Stormwater Drainage <sup>6</sup>              | See Note     |
| Recreation & Open Space <sup>7</sup>          | 0.1 acres    |

Notes:

1. **Population:** 2.39 persons per household (per 2020 Census)
2. **Transportation:** ITE Trip Generation Manual, 11<sup>th</sup> Edition: 7.20 daily trips, 0.55 AM peak hour, and 0.61 PM peak hour trips per unit per day
3. **Sanitary Sewer:** 160 gallons per day per Equivalent Residential Unit
4. **Potable Water:** 180 gallons per day per Equivalent Residential Unit
5. **Solid Waste:** 3.21 pounds per person per day
6. **Stormwater Drainage:** LOS standard = 25-year, 24-hour event. The drainage system will be designed to meet the requirements of the Land Development Code.
7. **Rec. & Open Space:** 7 acres per 1,000 persons (0.007 acres/person)

### Water and Sewer

The City has available potable water and sanitary sewer capacity to accommodate the proposed four (4) residential lots. All lots will be provided with stub-outs for utilities. The developer will construct potable water and sanitary sewer lines in accordance with the approved utility plan for this project. Irrigation water will be provided by a private well on each lot.

### Stormwater Drainage

The City's adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat and convey the runoff from the 25-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, there must be no net loss of stormwater retention function because of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs.

The proposed subdivision design provides stormwater retention for the four (4) lots with a centralized dry retention area shown in Figure 2. Rainwater from the duplex units and impervious areas will be collected and discharged into the on-site retention area. If the retention area reaches its maximum volume level, it will outfall to the on-site wetland and recharge the wetland area. The drainage plan has been reviewed by staff and complies with all current City stormwater design requirements and Standard Construction details.

#### Recreation and Open Space

According to the City's 2022 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the additional population from the four (4) residential lots.

#### School Capacity

Subdivisions which are less than 10 lots are exempt from School Concurrency review. However, using the Volusia County School District's student generation rate, a total of one (1) student is anticipated to be generated by the proposed development. The Volusia County School District issued a letter of no impact for the development (Exhibit B).

#### Transportation

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, the trip generation rate for four (4) residential lots is anticipated to generate 2 AM peak-hour trips, 2 PM peak-hour trips, and 29 daily trips. The roadways within the general area of the proposed subdivision are operating within the adopted level of service standards, and the traffic generated from the 4-lot subdivision will not exceed the level of service standards for adjacent roadways.

The Institute of Transportation Engineers (ITE) Trip Generation Manual is nationally recognized by transportation professionals, including, transportation engineers, transportation planners, consultants, educators, technologists, and researchers for conducting vehicle trip generation rate analysis studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing.

#### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The subject property has a Future Land Use (FLU) designation of *Urban Medium Density Residential (4-8 units/acre)* on the City's Future Land Use Map. According to the Comprehensive Plan, the maximum gross residential density for the 2.2-acre subject property is 17 units. The development of four (4) residential lots is consistent with the allowable density for the current FLU designation on the subject property.

#### **RECOMMENDATION**

Staff recommends approval of the final Plat and Subdivision Plans for the Coastal Oaks Subdivision subject to the approval of the wetland buffer variance.

#### **ATTACHMENTS:**

1. Exhibit A1 – Coastal Oaks Subdivision Plat
2. Exhibit A2 – Coastal Oaks Subdivision Plans
1. Exhibit B – Volusia County School District Letter of Exemption



EXHIBIT A1

COASTAL OAKS  
A REPLAT

BEING A REPLAT OF LOTS 4 AND 5, MCDONALD'S SUBDIVISION, MAP BOOK 8, PAGE 128 RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA  
LYING WITHIN LOT 1, SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

LOTS 4 AND 5, MCDONALD'S SUBDIVISION, RECORDED IN MAP BOOK 8, PAGE 128 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF HERBERT STREET (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF LOT 4; THENCE WITH SAID NORTH LINE AND THE SOUTH LINE OF LOTS 4 AND 5, NORTH 89 DEGREES 18 MINUTES 08 SECONDS WEST, A DISTANCE OF 240.04 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 5 AND THE SOUTHEAST CORNER OF LOT 6; THENCE LEAVING SAID NORTH LINE, WITH THE WEST LINE OF LOT 5 AND THE EAST LINE OF LOT 6, NORTH 00 DEGREES 18 MINUTES 08 SECONDS WEST, A DISTANCE OF 393.77 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT 5 AND THE NORTHEAST CORNER OF LOT 6; THENCE LEAVING SAID WEST AND EAST LINE, WITH THE NORTH LINE OF LOTS 5 AND 4, NORTH 89 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 240.00 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 4 AND THE NORTHWEST CORNER OF LOT 3; THENCE LEAVING SAID NORTH LINE AND WITH THE EAST LINE OF LOT 4 AND THE WEST LINE OF LOT 3, SOUTH 00 DEGREES 18 MINUTES 08 SECONDS EAST, A DISTANCE OF 397.96 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 2.18 ACRES (95,006.94 SQUARE FEET), MORE OR LESS (AS SURVEYED).

GENERAL NOTES:

1. BASIS OF BEARINGS: GPS/RTK OBSERVATIONS WITH THE BEARING OF NORTH 89°18'08" WEST FROM FOUND MONUMENTATION AS SHOWN ON PLAT SHEET TWO OF TWO AND BEING THE NORTH LINE OF HERBERT STREET. HORIZONTAL DATUM IS NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

2. 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.

3. MONUMENTS TO BE SET AS SHOWN WITHIN THE SUBDIVISION IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091(9). MONUMENTATION AND ABBREVIATIONS ARE AS FOLLOWS:

|                                                      |                       |                           |                          |
|------------------------------------------------------|-----------------------|---------------------------|--------------------------|
| ● 5/8" IRON ROD TO BE SET WITH CAP                   | IRC IRON ROD & CAP    | R/W RIGHT OF WAY          | R RADIAL CURVE           |
| △ PERMANENT REFERENCE MONUMENT, AS NOTED GRAPHICALLY | IR IRON ROD (NO CAP)  | LB LICENSED BUSINESS      | D.&U. DRAINAGE & UTILITY |
| PID PARCEL IDENTIFICATION NUMBER                     | IP IRON PIPE (NO CAP) | ORB OFFICIAL RECORDS BOOK | ESMT EASEMENT            |
|                                                      | FND FOUND             | POS PAGES                 | N/F NOW OR FORMERLY      |
|                                                      | ID IDENTIFICATION     | NR NON-RADIAL CURVE       | S.F. SQUARE FEET         |
|                                                      | (C) CALCULATED        |                           |                          |

4. THE SUBJECT SITE LIES WITHIN ZONE "X" AND ZONE "X" SHADED FLOOD INSURANCE RATE MAP (F.I.R.M.), MAP NUMBER 12127C03881, DATED SEPTEMBER 29, 2017, (DO NOT USE PLAT FOR FLOOD ZONE DETERMINATIONS. FEMA FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE. USE THE CURRENT APPROVED F.I.R.M. FOR COMMUNITY PANEL NUMBER, DATE AND FLOOD ZONE DETERMINATIONS)

5. MEASUREMENTS ARE IN U.S. FOOT AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

6. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD, RESERVATIONS OF EASEMENTS, INCLUDING, BUT NOT LIMITED TO CONSERVATION, TREE CONSERVATION, MAINTENANCE, ACCESS & DRAINAGE, 8.00' ACCESS, 11.00' AND 12.00' UTILITY & DRAINAGE GRANTED HEREON.

7. 8.00' ACCESS EASEMENTS SHOWN HEREON ARE FOR MAINTENANCE OF COMMON WALLS AND OTHER FACILITIES.

8. RETENTION AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS AND EGRESS.

9. THE PRIVATE DRAINAGE AND STORMWATER SYSTEM, RETENTION AREA, AND ANY ASSOCIATED DRAINAGE STRUCTURES, INCLUDING, BUT NOT LIMITED TO WIER, ROOF DRAINS AND TRENCH DRAINS IS OWNED AND MAINTAINED BY THE COASTAL OAKS OWNERS ASSOCIATION, INC.

10. ALL DRAINAGE AND DRAINAGE MAINTENANCE ACCESS EASEMENTS OVER AND TO THE PRIVATE DRAINAGE AND STORMWATER SYSTEM SHOWN ON THIS PLAT ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT THE ASSOCIATION FAILS TO PERFORM THE MAINTENANCE OF THE PRIVATE SOTRM DRAINAGE SYSTEM THEREBY CREATING A HAZARD TO THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE. IN THE EVENT THE ASSOCIATION FAILS TO PERFORM SAID MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD TO THE PROPERTY SUBJECT OF THIS PLAT FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT AS DEEMED NECESSARY BY THE CITY. THE EASEMENTS GRANTED TO THE CITY DO NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE AND STORMWATER SYSTEM.

11. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COASTAL OAKS RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. UTILITIES INCLUDE, BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC AND TELECOMMUNICATION.

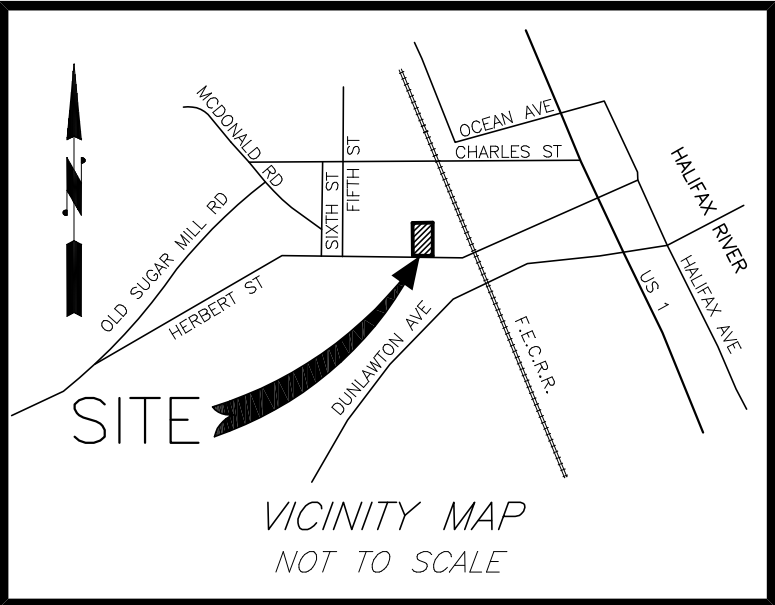
13. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

14. BUILDING REQUIREMENTS:  
SETBACKS: FRONT=30 FEET, SIDE=10 FEET, REAR=25 FEET MAXIMUM BUILDING COVERAGE: 40% MINIMUM OPEN SPACE: 35% MAXIMUM BUILDING HEIGHT: 35 FEET

15. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT ARE FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAT, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. LOTS 3 AND 4 ARE PERMITTED TO CONSTRUCT A PAVED DRIVEWAY IN TREE CONSERVATION EASEMENT #1 AS PER APPROVED SUBDIVISION PLAN SUBD-23-0001. THE LIMITS OF THE APPROVED DRIVEWAY MAY NOT BE EXPANDED WITHIN THE CONSERVATION EASEMENT.

16. NO ACCESSORY STRUCTURE SHALL BE PERMITTED WITHIN ANY EASEMENT.

17. THIS PLAT WAS MADE IN ACCORDANCE WITH A TITLE OPINION LETTER ISSUED BY ANTHONY PINIZZOTTO, P.A., DATED JULY 14, 2023 AND IS SUBJECT TO ALL MATTERS CONTAINED ON THE PLAT OF MCDONALD'S SUBDIVISION IN PORT ORANGE, AS RECORDED IN PLAT BOOK 8, PAGE 128, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.s") AND PERMANENT CONTROL POINTS ("P.C.P.s") WILL BE PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF PORT ORANGE, FLORIDA.

PRELIMINARY  
NOT FOR RECORDING

KENNETH J. KUHAR  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NUMBER LS6105

DATE

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER IN FEE SIMPLE, OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "COASTAL OAKS", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL DRAINAGE, DRAINAGE MAINTENANCE ACCESS, PUBLIC UTILITY AND DRAINAGE, NON-VEHICULAR, SIDEWALK, CONSERVATION AND TREE CONSERVATION EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE, FLORIDA. ALL DRAINAGE AND DRAINAGE MAINTENANCE ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE ALSO GRANTED TO THE COASTAL OAKS OWNERS ASSOCIATION, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. ACCESS EASEMENTS FOR INGRESS AND EGRESS SHOWN OR DESCRIBED ON THE PLAT ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES. ACCESS EASEMENTS FOR INGRESS AND EGRESS SHOWN OR DESCRIBED ON THE PLAT ARE HEREBY GRANTED TO THE COASTAL OAKS OWNERS ASSOCIATION, INC. TRACT P-1 IS HEREBY DEDICATED TO THE CITY OF PORT ORANGE FOR PUBLIC RIGHT-OF-WAY PURPOSES.

IN WITNESS WHEREOF, HERBERT 609 LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

HERBERT 609 LLC

A FLORIDA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_

PRINTED NAME TITLE

SIGNED AND SEALED IN THE PRESENCE OF

PRINTED NAME

PRINTED NAME

STATE OF FLORIDA

COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BY \_\_\_\_\_, AS TRUSTEE OF THE ERIC GAFFKA REVOCABLE LIVING TRUST DATED DECEMBER 1, 1999 WHO ( ) IS PERSONALLY KNOWN TO ME, OR ( ) HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC STATE OF FLORIDA SEAL

PRINTED NAME

MY COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT THE UNDERSIGNED IS A LICENSED PROFESSIONAL SURVEYOR AND MAPPER AND IS EITHER EMPLOYED OR UNDER CONTRACT WITH THE CITY OF PORT ORANGE. I ALSO CERTIFY THAT I AM NOT REPRESENTING THE OWNER OR OWNERS OF RECORD AND I HAVE REVIEWED THIS PLAT AND FOUND IT TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ PLS/PSM NO. \_\_\_\_\_

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 1 FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, AT \_\_\_\_\_.

FILE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY

PRINTED NAME

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF JOINDER AND CONSENT:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF MORTGAGES, LIENS, OR OTHER ENCUMBRANCES UPON THE PROPERTY SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED "COASTAL OAKS" LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AND THAT THE UNDERSIGNED JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNERS THEREOF, AND AGREES THAT ITS MORTGAGES, LIENS, OR OTHER ENCUMBRANCES WHICH ARE RECORDED IN OFFICIAL RECORD BOOK 8321, PAGE 2974 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

IN WITNESS WHEREOF, ERIC GAFFKA, AS TRUSTEE OF THE ERIC GAFFKA REVOCABLE LIVING TRUST DATED DECEMBER 1, 1999, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

BY: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNED AND SEALED IN THE PRESENCE OF

PRINTED NAME

PRINTED NAME

STATE OF FLORIDA

COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BY \_\_\_\_\_, AS TRUSTEE OF THE ERIC GAFFKA REVOCABLE LIVING TRUST DATED DECEMBER 1, 1999 WHO ( ) IS PERSONALLY KNOWN TO ME, OR ( ) HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC STATE OF FLORIDA SEAL

PRINTED NAME

MY COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, THE FOREGOING PLAT WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PORT ORANGE, FLORIDA.

BY: \_\_\_\_\_

CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

PRINTED NAME

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA.

BY: \_\_\_\_\_ MAYOR, CITY OF PORT ORANGE PRINTED NAME

ATTEST: \_\_\_\_\_ CITY CLERK PRINTED NAME

K KUHAR SURVEYING & MAPPING, LLC K

1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117 K

Phone: 386-672-0002

WWW.KUHARSURVEYING.COM

PROJECT # K22048

ISSUE DATE: JULY 26, 2023

LB 7991

© 2022 KUHAR SURVEYING & MAPPING, LLC

LS (PSM) 6105

SHEET 1 OF 2



## PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

| CURVE | CURVE TABLE |            |              | CHORD BEARING   | DELTA ANGLE  |
|-------|-------------|------------|--------------|-----------------|--------------|
|       | RADIUS      | ARC LENGTH | CHORD LENGTH |                 |              |
| C1    | 40.00       | 112.21     | 75.58        | S 50° 54' 28" E | 156° 48' 57" |
| C2    | 45.00       | 89.72      | 75.58        | N 05° 19' 18" W | 114° 13' 47" |
| C3    | 43.00       | 80.03      | 68.97        | N 31° 34' 41" W | 106° 38' 13" |
| C4    | 40.00       | 56.56      | 56.56        | N 45° 00' 00" W | 90° 00' 00"  |
| C5    | 47.00       | 12.57      | 12.53        | N 73° 34' 07" W | 15° 19' 25"  |
| C6    | 56.00       | 45.61      | 44.36        | S 59° 44' 00" E | 48° 42' 13"  |
| C7    | 60.00       | 24.24      | 22.15        | N 2° 55' 00" E  | 23° 00' 00"  |
| C8    | 19.00       | 51.00      | 37.01        | N 53° 18' 16" E | 153° 48' 14" |
| C9    | 6.00        | 7.55       | 7.06         | S 35° 44' 55" E | 72° 05' 59"  |
| C10   | 8.53        | 11.23      | 10.44        | N 34° 43' 58" E | 75° 50' 18"  |
| C11   | 6.01        | 9.63       | 8.98         | N 38° 35' 57" E | 83° 00' 29"  |
| C12   | 5.01        | 8.06       | 7.22         | N 45° 30' 23" E | 92° 12' 14"  |
| C13   | 25.00       | 11.48      | 11.38        | N 12° 51' 16" E | 26° 18' 47"  |
| C14   | 6.00        | 14.17      | 13.78        | N 30° 12' 08" E | 58° 00' 00"  |
| C15   | 69.00       | 42.48      | 41.81        | S 80° 55' 57" E | 35° 16' 19"  |
| C16   | 4.00        | 6.87       | 6.05         | S 49° 23' 19" E | 98° 21' 37"  |
| C17   | 30.69       | 30.69      | 30.69        | N 45° 00' 00" E | 90° 00' 00"  |
| C18   | 6.00        | 12.98      | 10.58        | S 27° 50' 19" W | 123° 43' 07" |
| C19   | 4.00        | 6.28       | 5.66         | S 44° 41' 52" W | 90° 00' 00"  |
| C20   | 8.00        | 11.18      | 10.29        | S 40° 20' 45" E | 80° 05' 14"  |
| C21   | 7.00        | 7.00       | 7.00         | N 45° 00' 00" E | 90° 00' 00"  |
| C22   | 8.00        | 6.82       | 6.62         | N 55° 57' 21" W | 48° 52' 01"  |
| C23   | 5.01        | 6.00       | 5.65         | S 57° 36' 35" E | 88° 39' 52"  |
| C24   | 14.00       | 11.14      | 11.14        | N 45° 00' 00" E | 90° 00' 00"  |
| C25   | 25.00       | 4.15       | 4.15         | S 36° 52' 20" W | 09° 31' 20"  |
| C26   | 41.00       | 53.79      | 50.01        | N 88° 16' 17" E | 75° 10' 16"  |
| C27   | 4.00        | 58.27      | 53.60        | S 13° 19' 20" E | 83° 00' 00"  |
| C28   | 56.00       | 14.42      | 14.41        | N 45° 00' 00" E | 134° 43' 46" |
| C29   | 56.00       | 36.24      | 35.62        | S 77° 48' 55" E | 37° 05' 01"  |
| C30   | 69.00       | 38.44      | 37.94        | S 79° 15' 18" E | 31° 55' 00"  |
| C31   | 4.00        | 4.00       | 4.00         | N 45° 00' 00" E | 90° 00' 19"  |
| C32   | 56.00       | 1.82       | 1.82         | N 85° 10' 59" E | 01° 51' 38"  |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S 58°16'18" E | 4.32'    |
| L2         | S 77°26'55" E | 36.54'   |
| L3         | N 77°26'55" W | 15.35'   |
| L4         | N 06°14'04" W | 4.54'    |
| L5         | N 89°41'52" E | 40.38'   |
| L6         | N 89°18'08" W | 62.09'   |
| L7         | N 89°18'08" W | 23.72'   |
| L8         | N 20°49'53" W | 8.94'    |
| L9         | N 61°38'34" W | 7.89'    |
| L10        | N 89°18'08" W | 71.17'   |
| L11        | N 00°41'52" E | 26.39'   |
| L12        | N 00°41'52" E | 10.92'   |
| L13        | N 00°18'09" W | 35.00'   |
| L14        | N 26°00'39" E | 24.54'   |
| L15        | S 89°41'52" W | 45.51'   |

| LINE TABLE |             |   |          |
|------------|-------------|---|----------|
| LINE       | BEARING     |   | DISTANCE |
| L16        | S 00°18'08" | E | 48.66'   |
| L17        | S 50°24'52" | E | 16.47'   |
| L18        | S 00°41'52" | W | 10.83'   |
| L19        | N 89°41'52" | E | 32.70'   |
| L20        | S 68°13'00" | E | 14.06'   |
| L21        | 26°00'30"   | W | 11.03'   |
| L22        | N 68°13'00" | W | 11.10'   |
| L23        | S 89°15'08" | W | 30.35'   |
| L24        | S 89°15'08" | W | 23.61'   |
| L25        | S 89°41'52" | W | 23.61'   |
| L26        | N 50°24'52" | W | 36.61'   |
| L27        | N 89°41'52" | E | 36.01'   |
| L28        | S 89°41'52" | W | 36.72'   |
| L29        | S 00°41'52" | W | 2.00'    |
| L30        | S 89°41'52" | W | 25.70'   |
| L31        | S 27°05'17" | W | 20.87'   |
| L32        | S 27°05'17" | W | 28.77'   |
| L33        | N 48°33'45" | W | 2.79'    |
| L34        | S 32°06'40" | W | 21.18'   |
| L35        | N 32°06'40" | E | 10.39'   |
| L36        | N 32°06'40" | E | 5.60'    |

1. BASIS OF BEARINGS: GPS/RTK OBSERVATIONS WITH THE BEARING OF NORTH 89°18'08" WEST FROM FOUND MONUMENTATION AS SHOWN ON PLAT SHEET TWO OF TWO AND BEING THE NORTH LINE OF HERBERT STREET. HORIZONTAL DATUM IS NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

2. 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.

3. MONUMENTS TO BE SET AS SHOWN WITHIN THE SUBDIVISION IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091(9). MONUMENTATION AND ABBREVIATIONS ARE AS FOLLOWS

- |     | 5/8" IRON ROD TO BE SET WITH CAP<br>STANDARD LB 7991, EXCEPT AS SHOWN | IRC       | IRON ROD & CAP<br>IRON ROD (NO CAP) | R/W<br>LB  | RIGHT OF WAY<br>LICENSED BUSINESS | R<br>D.&U.  | RADIAL CURVE<br>DRAINAGE & UTILITY |
|-----|-----------------------------------------------------------------------|-----------|-------------------------------------|------------|-----------------------------------|-------------|------------------------------------|
| △   | PERMANENT REFERENCE MONUMENT,<br>AS NOTED GRAPHICALLY                 | IP<br>FND | IRON PIPE (NO CAP)<br>FOUND         | ORB<br>PGS | OFFICIAL RECORDS BOOK<br>PAGES    | ESMT<br>N/F | EASEMENT<br>NOW OR FORMERLY        |
| PID | PARCEL IDENTIFICATION NUMBER                                          | ID<br>(C) | IDENTIFICATION<br>CALCULATED        | NR         | NON-RADIAL CURVE                  | S.F.        | SQUARE FEET                        |

4. THE SUBJECT SITE LIES WITHIN ZONE "X" AND ZONE "X" SHADED FLOOD INSURANCE RATE MAP (F.I.R.M.), MAP NUMBER 12127C03881, DATED SEPTEMBER 29, 2017. (DO NOT USE PLAT FOR FLOOD ZONE DETERMINATIONS. FEMA FLOOD INSURANCE RATE MAP INFORMATION IS SUBJECT TO CHANGE. USE THE CURRENT APPROVED F.I.R.M. FOR COMMUNITY PANEL NUMBER, DATE AND FLOOD ZONE DETERMINATIONS)

5. MEASUREMENTS ARE IN U.S. FOOT AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE  $39.37/12=3.2808333333$  EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

6. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD, RESERVATIONS OF EASEMENTS, INCLUDING, BUT NOT LIMITED TO CONSERVATION, TREE CONSERVATION, MAINTENANCE, ACCESS & DRAINAGE, 8.0' ACCESS, 11.00' AND 12.00' UTILITY & DRAINAGE GRANTED HEREON.

7. 8.00' ACCESS EASEMENTS SHOWN HEREON ARE FOR MAINTENANCE OF COMMON WALLS AND OTHER FACILITIES.

8. RETENTION AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS AND EGRESS

9. THE PRIVATE DRAINAGE AND STORMWATER SYSTEM, RETENTION AREA, AND ANY ASSOCIATED DRAINAGE STRUCTURES, INCLUDING, BUT NOT LIMITED TO WIER, ROOF DRAINS AND TRENCH DRAINS IS OWNED AND MAINTAINED BY THE COASTAL OAKS OWNERS ASSOCIATION, INC.

TO ALL DRAINAGE AND DRAINAGE MAINTENANCE ASSESSMENTS OVER AND TO THE PRIVATE DRAINAGE AND STORMWATER SYSTEMS SHOWN ON THIS PLAN ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT THE ASSOCIATION FAILS TO PERFORM THE MAINTENANCE OF THE PRIVATE SOTRM DRAINAGE SYSTEM THEREBY CREATING A HAZARD TO PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE. IN THE EVENT THE ASSOCIATION FAILS TO PERFORM SAID MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES; AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD TO THE PROPERTY SUBJECT OF THIS PLAN FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT AS DEEMED NECESSARY BY THE CITY. THE EASEMENTS GRANTED TO THE CITY DO NOT IMPOSE AN OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE AND STORMWATER SYSTEMS.

11. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COASTAL OAKS RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. UTILITIES INCLUDE, BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC AND TELECOMMUNICATION.

13. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELEC-  
TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS  
SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION,  
MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

14. BUILDING REQUIREMENTS:  
SETBACKS: FRONT=30 FEET, SIDE=10 FEET, REAR=25 FEET    MAXIMUM BUILDING COVERAGE: 40%    MINIMUM OPEN SPACE: 35%    MAXIMUM BUILDING HEIGHT: 35 FEET

15. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAN ARE FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER A CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAT, MAINTAINED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOIL, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE, SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT SHALL BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. LOTS 3 AND 4 ARE PERMITTED TO CONSTRUCT A PAVEMENT DRIVEWAY IN TREE CONSERVATION EASEMENT #1 AS PER APPROVED SUBDIVISION PLAN SUBD-23-0001. THE LIMITS OF THE APPROVED DRIVEWAY MAY NOT BE EXPANDED WITHIN CONSERVATION EASEMENT.

16. NO ACCESSORY STRUCTURE SHALL BE PERMITTED WITHIN ANY EASEMENT.

17. THIS PLAT WAS MADE IN ACCORDANCE WITH A TITLE OPINION LETTER ISSUED BY ANTHONY PINIZZOTTO, P.A., DATED JULY 14, 2023 AND IS SUBJECT TO ALL MATTERS CONTAINED ON THE PLAT OF MCDONALD'S SUBDIVISION IN PORT ORANGE, AS RECORDED IN PLAT BOOK 8, PAGE 128, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

HERBERT STREET (VARIABLE WIDTH R/W)  
(NO RECORDING INFORMATION AVAILABLE FOR DETERMINATION OF R/W WIDTH)

UNPLATTED

**PRELIMINARY**  
**NOT FOR RECORDING**

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**KUHUAR SURVEYING & MAPPING, LLC**  
1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117  
Phone: 386-672-0002      WWW.KUHUARSURVEYING.COM  
**PROJECT # K22048      ISSUE DATE: JULY 26, 2023**  
LB 7991      ©2022 KUHUAR SURVEYING & MAPPING, LLC      LS (PSM) 6105

*SHEET 2 OF 2*





**ZEV COHEN  
& ASSOCIATES, INC.**  
3000 SPACE TOWER, C  
GARDEN CITY, NY 11530  
GARDEN CITY, NY 11530  
WWW.ZEVCOHEN.COM

**LANDSCAPE ARCHITECT:**  
ZEY COHEN & ASSOCIATES, INC.  
300 INTERCHANGE BOULEVARD,  
SUITE C  
ORMOND BEACH, FL 32174  
PHONE NUMBER: (386) 677-2482  
FAX NUMBER: (386) 677-2505  
CONTACT PERSON: JAKE STEHR,  
P.L.A  
  
e-mail: [jstehr@zeycohen.com](mailto:jstehr@zeycohen.com)

[illegible]

SHEET: C1 OF 15

**\*\*NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.\*\***

# COASTAL OAKS FINAL ENGINEERING PLANS COVER SHEET

CITY OF PORT ORANGE  
VOLUSIA COUNTY, FLORIDA



### GENERAL NOTES

1. ALL CONSTRUCTION, DRAINAGE STRUCTURES AND OTHER SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND AASHTO ROAD BUILT BRIDGE CONSTRUCTION OR THE CITY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
2. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED, THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS, THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
4. CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
6. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
7. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY PRIOR TO PERFORMING THE WORK.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS, STANDARD CONSTRUCTION DETAIL M-5, AND ZCA REQUIREMENTS. THE "AS-BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS-BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS-BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES, IF APPLICABLE. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE, A SEVEN (7) DAY MINIMUM NOTICE TO PORT ORANGE FOR REVIEW AND PUBLIC NOTICING AND A SEVEN (7) DAY MINIMUM NOTICE TO THE VOLUSIA COUNTY TRAFFIC OPERATIONS (386-239-6535). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
10. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
11. CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
12. SURVEY INFORMATION PROVIDED BY KUHAR SURVEYING & MAPPING DATED 04/18/2022. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
13. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
14. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
17. ALL DELINEATED WETLAND AREAS SHALL BE FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
18. THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS. JURISDICTION AND AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONSTRUCTION IS NOT COMPLETED BY THE FACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
19. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
20. ALL UNSUITABLE SOLIDS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
21. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, Dewatering SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF Dewatering SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
22. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
23. ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE. THERE SHOULD BE NO CONFLICTS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
41. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
25. THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
26. THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
27. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
28. ALL STATIONS AND OFFSETS REFER TO CENTERLINE CONSTRUCTION UNLESS OTHERWISE NOTED IN PLANS.
29. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
30. THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
31. CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY AT NO COST.
32. CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD AT NO COST.
33. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
34. ALL STORMWATER PIPES, INLETS AND STORMWATER FACILITY BOTTOM SHALL BE CLEARED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.

### GENERAL NOTES

35. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
36. DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.
37. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRORITY TO THE START OF VERTICAL CONSTRUCTION.
38. NONE OF THE EXISTING LIMBEROOK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW LIMBEROOK BASE UNLESS OTHERWISE NOTED ON PLANS.
39. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
40. ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
41. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
42. ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
43. UNLESS OTHERWISE NOTED, PROPOSED GRADES SHOWN ARE FINISHED GRADES.
44. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI-WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
45. ALL DISTURBED AREAS SHALL BE SODED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/VEGETATED COVER ESTABLISHED PRIOR TO THE FINAL INSPECTION.
46. INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE FINAL INSPECTION.
47. CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE-TESTING PRIOR TO SCHEDULING A TEST OR WALK-THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND AN ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
48. THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
49. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEEDED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
50. ZEV COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS. FOR ALL OTHERS SUBMITTED TO THE CITY OF BOSTON, THE CITY OF BOSTON IS NOT RESPONSIBLE OR HELD LIABLE FOR EITHER LOT OR HOME IMPROVEMENTS PROPOSED TO BE CONSTRUCTED (OR ACTUALLY CONSTRUCTED) BY OTHERS AND/OR IMPROVEMENTS CONSTRUCTED AFTER CERTIFICATION OF COMPLETION OF THE SITE INFRASTRUCTURE. LOT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, VERTICAL HOME CONSTRUCTION, INDIVIDUAL LOT DRAINAGE, GAGES, DRIVEWAYS, PATIOS, PORCHES, POOLS, POOL DECKS, SITTING AREAS, RETAINING WALLS, ETC. DESIGNED OR CONSTRUCTED BY THE HOMEOWNER, HOMEOWNER, HOA, CONTRACTORS OR OTHER DESIGN PROFESSIONALS, NOT EMPLOYED BY ZCA, SHALL NOT BE THE RESPONSIBILITY OF ZCA.

# COASTAL OAKS FINAL ENGINEERING PLANS CONSTRUCTION NOTES

CITY OF PORT ORANGE

VOLUISIA COUNTY, FLORIDA

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

[illegible]

(EB 4516)

62)



Know what's below.  
Call before you dig.



Digitally signed by Robert J Eail  
DN: cn=Robert J Eail,  
dnQualifier=AG0432000000034CE56AA4800AC4E2  
G+ZEV COHEN AND ASSOCIATES INC., C=US  
Date: 2023.05.31 09:21:13 -0400

ROBERT J. BALL, P.E., NO.60001

SHEET: C2 OF 15



- |                                                                                   |                                                                       |                                |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------|
|  | <p>STANDARD CONSTRUCTION DETAIL</p> <p>POTABLE WATER DESIGN NOTES</p> | <p>FILE NAME</p> <p>W1.DOC</p> |
|                                                                                   | <p>REV. 12/18</p>                                                     | <p>DETAIL REF:</p> <p>W-1</p>  |

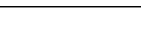
- |                  | WATER                   | STORM GRAVITY           | STORM FORCE             | RECLAIM                 | SANITARY GRAVITY        | SANITARY FORCE          |
|------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| WATER            |                         | 3'                      | 3'                      | 3'                      | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| STORM GRAVITY    | 3'                      |                         | 3'                      | 3'                      | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| STORM FORCE      | 3'                      | 3'                      |                         | 3'                      | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| RECLAIM          | 3'                      | 3'                      | 3'                      |                         | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| SANITARY GRAVITY | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |                         | 6',<br>PREFERRED<br>10' |
| SANITARY FORCE   | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |                         |

- |                                                                                   |                                                                                          |                                               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------|
|  | <p>STANDARD CONSTRUCTION DETAIL</p> <p>POTABLE WATER DESIGN NOTES</p> <p>(CONTINUED)</p> | <p><b>FILE NAME</b></p> <p>W1.DOC</p>         |
|                                                                                   |                                                                                          | <p><b>DETAIL REF:</b></p> <p><b>W-1.1</b></p> |
| <p>REV. 12/18</p>                                                                 |                                                                                          |                                               |

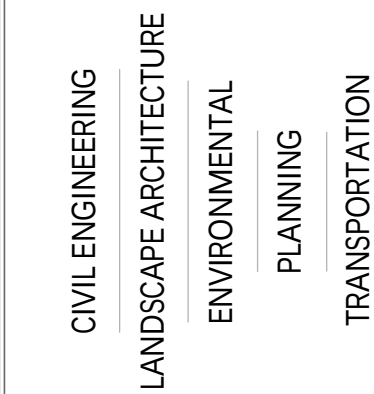
- |                  |                                  |                                          |                       |                                   |                                            |                                          |
|------------------|----------------------------------|------------------------------------------|-----------------------|-----------------------------------|--------------------------------------------|------------------------------------------|
|                  | WATER                            | STORM GRAVITY                            | STORM FORCE           | RECLAIM                           | SANITARY GRAVITY                           | SANITARY FORCE                           |
|                  |                                  | OVER STORM GRAVITY 6",<br>PREFERRED 12"  | OVER STORM FORCE 12"  | OVER RECLAIM 12"                  | OVER SANITARY GRAVITY 6",<br>PREFERRED 12" | OVER SANITARY FORCE 12"                  |
| WATER            |                                  | UNDER STORM GRAVITY 12"                  | UNDER STORM FORCE 12" | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                 | UNDER SANITARY FORCE 12"                 |
|                  | OVER WATER 12"                   |                                          | OVER STORM FORCE 6"   | OVER RECLAIM 6",<br>PREFERRED 12" | OVER SANITARY GRAVITY 6",<br>PREFERRED 12" | OVER SANITARY FORCE 6",<br>PREFERRED 12" |
| STORM GRAVITY    | UNDER WATER 6",<br>PREFERRED 12" |                                          | UNDER STORM FORCE 6"  | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                 | UNDER SANITARY FORCE 12"                 |
|                  | OVER WATER 12"                   | OVER STORM GRAVITY 6"                    |                       | OVER RECLAIM 12"                  | OVER SANITARY GRAVITY 12"                  | OVER SANITARY FORCE 12"                  |
| STORM FORCE      | UNDER WATER 12"                  | UNDER STORM GRAVITY 6"                   |                       | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                 | UNDER SANITARY FORCE 12"                 |
|                  | OVER WATER 12"                   | OVER STORM GRAVITY 12"                   | OVER STORM FORCE 12"  |                                   | OVER SANITARY GRAVITY 12"                  | OVER SANITARY FORCE 12"                  |
|                  | UNDER WATER 12"                  | UNDER STORM GRAVITY 6",<br>PREFERRED 12" | UNDER STORM FORCE 12" |                                   | UNDER SANITARY GRAVITY 12"                 | UNDER SANITARY FORCE 12"                 |
| RECLAIM          |                                  |                                          |                       |                                   |                                            |                                          |
|                  | OVER WATER 12"                   | OVER STORM GRAVITY 12"                   | OVER STORM FORCE 12"  | OVER RECLAIM 12"                  |                                            | OVER SANITARY FORCE 12"                  |
| SANITARY GRAVITY | UNDER WATER 6",<br>PREFERRED 12" | UNDER STORM GRAVITY 6",<br>PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12"                 |                                            | UNDER SANITARY FORCE 12"                 |
|                  | OVER WATER 12"                   | OVER STORM GRAVITY 12"                   | OVER STORM FORCE 12"  | OVER RECLAIM 12"                  | OVER SANITARY GRAVITY 12"                  |                                          |
| SANITARY FORCE   | UNDER WATER 12"                  | UNDER STORM GRAVITY 6",<br>PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                 |                                          |

- |                                                                                     |                                                                                          |                                        |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------|
|  | <p>STANDARD CONSTRUCTION DETAIL</p> <p>POTABLE WATER DESIGN NOTES</p> <p>(CONTINUED)</p> | <p><b>FILE NAME</b></p> <p>W1.DOC</p>  |
|                                                                                     |                                                                                          | <p><b>DETAIL REF:</b></p> <p>W-1.2</p> |

- |                                                                                     |                                                                             |                                                    |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------|
|  | <p>STANDARD CONSTRUCTION DETAIL</p> <p>POTABLE WATER CONSTRUCTION NOTES</p> | <p><b>FILE NAME</b></p> <p>W2.DOC</p>              |
|                                                                                     |                                                                             | <p><b><u>DETAIL REF:</u></b></p> <p><b>W-2</b></p> |
| <p>REV. 12/18</p>                                                                   |                                                                             |                                                    |

- |                                                                                     |                                                                                                |                                                      |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------|
|  | <p>STANDARD CONSTRUCTION DETAIL</p> <p>POTABLE WATER CONSTRUCTION NOTES</p> <p>(CONTINUED)</p> | <p><b>FILE NAME</b></p> <p>W2.DOC</p>                |
|                                                                                     | <p>REV. 12/18</p>                                                                              | <p><b><u>DETAIL REF:</u></b></p> <p><b>W-2.1</b></p> |

- |                                                                                       |                                                                                          |                                            |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------|
|  | <p>STANDARD CONSTRUCTION DETAIL<br/>POTABLE WATER CONSTRUCTION NOTES<br/>(CONTINUED)</p> | <p><u>FILE NAME</u><br/>W2.DOC</p>         |
|                                                                                       |                                                                                          | <p><u>DETAIL REF:</u><br/><b>W-2.2</b></p> |

[illegible]

**COASTAL OAKS  
FINAL ENGINEERING PLANS  
CONSTRUCTION NOTES**

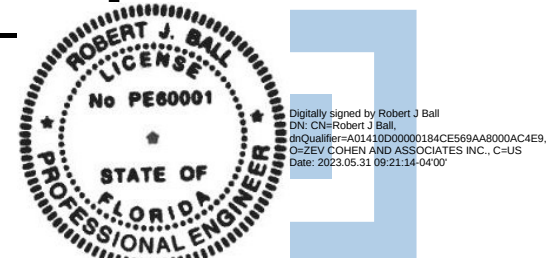
VOLUISIA COUNTY, FLORIDA

CITY OF PORT ORANGE

|                         |
|-------------------------|
| PROJECT NO: ZC 22119    |
| DESIGNED BY: BB         |
| DRAFTED BY: MT          |
| CHECKED BY: BB          |
| DRAWING FILE: 22119-NOT |



Know what's below.  
Call before you dig.



ROBERT J. BALL, P.E., NO.60001

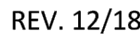
SHEET: C3 OF 15



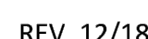




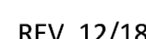
- ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE:
  - A. CLASS III (MIN.) REINFORCED CONCRETE PIPE (RCP), IN ACCORDANCE WITH ASTM C76, C655, C506 AND C507. ALL JOINTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ALONE ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
  - B. CORRUGATED, SMOOTH INTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2306. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  - C. CORRUGATED, SMOOTH INTERIOR WALL, POLYPROPYLENE (PP), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2881. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  - D. CORRUGATED, SMOOTH INTERIOR WALL, PVC, UP TO 36" DIAMETER, IN ACCORDANCE WITH ASTM F949. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. STORM SEWERS AND CULVERTS LOCATED OUTSIDE OF ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS MAY BE MADE OF ALTERNATE MATERIALS, INCLUDING SRD26 TO SRD35 PVC IN ACCORDANCE WITH ASTM D-3034.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 12" DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND CORRESPONDING REVISIONS TO THE STANDARD SPECIFICATIONS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF 15" DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A 25 YEAR - 24 HOUR STORM. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDED MAINTENANCE IS PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH FDOT DRAINAGE INDEX 600. CAST IN PLACE STRUCTURES SHALL HAVE A 8" THICK WALLS AND 8" THICK SLABS. PRECAST STRUCTURES SHALL HAVE A 6" THICK WALLS. THESE DIMENSIONS MUST BE REFLECTED ON BOTH SHOP AND AS-BUILT DRAWINGS.
6. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3' PER SECOND USING MANNINGS "n" CORRESPONDING TO THE PIPE MATERIAL.
7. FOR SITE PLANS, STORM INLET SPACING SHALL BE DESIGNED TO ACCEPT 100% OF THE RUNOFF FROM A RAINFALL INTENSITY OF 4" PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
8. FOR SUBDIVISION PLANS, STORM INLET SPACING, WITH PIPING 15" IN DIAMETER OR LARGER, SHALL BE DESIGNED WITH THE MAXIMUM DISTANCE OF 300' BETWEEN INLETS AND/OR CLEAN-OUT JUNCTION BOXES. FOR ROADWAY SECTIONS HAVING GURB AND GUTTER AND DESIGN SPEEDS OF 45 MPH AND LESS, RESULTING FROM A RAINFALL INTENSITY OF 4" PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER.
9. RETENTION AREA WATER DEPTHS SHALL BE 4" MINIMUM TO 12" MAXIMUM, MEASURED FROM THE NORMAL WATER LEVEL.



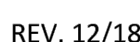
10. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW POND BANKS IS 4:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.
11. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20', CENTERED OVER PIPE/STRUCTURE, AND SHALL BE ESTABLISHED DEPENDING UPON CONDITIONS, SUCH AS OSHA UNSHIELDED TRENCH COMPLIANCE.
12. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
13. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
14. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF Dewatering is NOT REQUIRED.
15. POND INLET AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE.
16. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERTFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERTFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERTFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS AND ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
17. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERTFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
18. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
19. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.
20. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
21. A 10' MAINTENANCE EASEMENTS/RIGHTS-OF-WAY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL Dewatering PERMITS THAT MAY BE REQUIRED.
23. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD AND NPDES PERMITS AT THE CONSTRUCTION SITE AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
24. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.



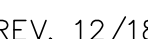
|                  | WATER                         | STORM GRAVITY                                                      | STORM FORCE           | RECLAIM                           | SANITARY GRAVITY                                        | SANITARY FORCE                                      |
|------------------|-------------------------------|--------------------------------------------------------------------|-----------------------|-----------------------------------|---------------------------------------------------------|-----------------------------------------------------|
|                  |                               | OVER STORM GRAVITY 6",<br>PREFERRED 12"                            | OVER STORM FORCE 12"  | OVER RECLAIM 12"                  | OVER SANITARY GRAVITY 6",<br>PREFERRED 12"              | OVER SANITARY FORCE 12"                             |
| WATER            |                               | UNDER STORM GRAVITY 12"                                            | UNDER STORM FORCE 12" | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                              | UNDER SANITARY FORCE 12"                            |
|                  | OVER WATER 12"                |                                                                    | OVER STORM FORCE 6"   | OVER RECLAIM 6",<br>PREFERRED 12" | OVER SANITARY GRAVITY 6",<br>PREFERRED 12"              | OVER SANITARY FORCE 6",<br>PREFERRED 12"            |
| STORM GRAVITY    | UNDER WATER 6", PREFERRED 12" |                                                                    | UNDER STORM FORCE 6"  | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                              | UNDER SANITARY FORCE 12"                            |
|                  | OVER WATER 12"                | OVER STORM GRAVITY 6"                                              |                       | OVER RECLAIM 12"                  | OVER SANITARY GRAVITY 12"                               | OVER SANITARY FORCE 12"                             |
| STORM FORCE      | UNDER WATER 12"               | UNDER STORM GRAVITY 6"                                             |                       | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                              | UNDER SANITARY FORCE 12"                            |
|                  | OVER WATER 12"                | OVER STORM GRAVITY 12"<br>UNDER STORM GRAVITY 6",<br>PREFERRED 12" | OVER STORM FORCE 12"  |                                   | OVER SANITARY GRAVITY 12"<br>UNDER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12"<br>UNDER SANITARY FORCE 12" |
| RECLAIM          | UNDER WATER 12"               |                                                                    | UNDER STORM FORCE 12" |                                   | SANITARY GRAVITY 12"                                    | UNDER SANITARY FORCE 12"                            |
|                  | OVER WATER 12"                | OVER STORM GRAVITY 12"                                             | OVER STORM FORCE 12"  | OVER RECLAIM 12"                  |                                                         | OVER SANITARY FORCE 12"                             |
| SANITARY GRAVITY | UNDER WATER 6", PREFERRED 12" | UNDER STORM GRAVITY 6",<br>PREFERRED 12"                           | UNDER STORM FORCE 12" | UNDER RECLAIM 12"                 |                                                         | UNDER SANITARY FORCE 12"                            |
|                  | OVER WATER 12"                | OVER STORM GRAVITY 12"                                             | OVER STORM FORCE 12"  | OVER RECLAIM 12"                  | OVER SANITARY GRAVITY 12"                               |                                                     |
| SANITARY FORCE   | UNDER WATER 12"               | UNDER STORM GRAVITY 6",<br>PREFERRED 12"                           | UNDER STORM FORCE 12" | UNDER RECLAIM 12"                 | UNDER SANITARY GRAVITY 12"                              |                                                     |



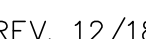
|                  | WATER                   | STORM GRAVITY           | STORM FORCE             | RECLAIM                 | SANITARY GRAVITY        | SANITARY FORCE          |
|------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| WATER            |                         | 3'                      | 3'                      | 3'                      | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| STORM GRAVITY    | 3'                      |                         | 3'                      | 3'                      | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| STORM FORCE      | 3'                      | 3'                      |                         | 3'                      | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| RECLAIM          | 3'                      | 3'                      | 3'                      |                         | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |
| SANITARY GRAVITY | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |                         | 6',<br>PREFERRED<br>10' |
| SANITARY FORCE   | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' | 6',<br>PREFERRED<br>10' |                         |



4. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF THE NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY Habitat, WHICHEVER IS FURTHEST.
5. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES, AS SPECIFIED, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
6. WHERE A CHANGE OF GRADE OCCURS WITHIN THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND BARRICADES CONTROL DEVICES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. BEST MANAGEMENT PRACTICES (BMP'S) ARE TO BE IMPLEMENTED, SUCH AS TEMPORARY CONSTRUCTION FENCES, SILT FENCES AND FLOATING TURBIDITY BARRIERS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL BARRICADES AND MEASURES IN PLACE TO AVOID ANY UNAUTHORIZED DISTURBANCE OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE, BUT NOT LIMITED TO, PERIODIC INSPECTION AND REMOVAL OF BRUSH ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN LDC, CH 10 ARTICLE I, SEC. 5.
8. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND/OR PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS, (3) AT THE POINT OF ACCESS TO NATURAL LANDS OR BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING PLACED OR EXISTING MATERIAL IS TO BE REMOVED. THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STATE OF CALIFORNIA'S SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
9. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE. IN LIEU OF INSTALLING WOOD BRACING WITH ORANGE MESH, THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN BARRICADES OR WOOD BRACING SHALL BE REQUIRED.
10. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN 7 DAYS OF COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT ACTIVITY IN CONSTRUCTION. THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.



9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
11. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHAL AT 508-5905 PRIOR TO EACH DAY OF DESIRED BURNING.
12. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE FILL MUST BE PROPOSED TO BE STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS, SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT MAXIMUM LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO 1-180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO 1-180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING AND MULCHING SHOULD BE EMPLOYED TO AVOID DAILY COVERING OF THE ENTIRE LIMITS OF AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS, GENERATOR POWERED SPRINKLERS, OR OTHER MEANS OF IRRIGATION. CANALS, TEMPORARY IRRIGATION SYSTEMS MOUNTED AUTO STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

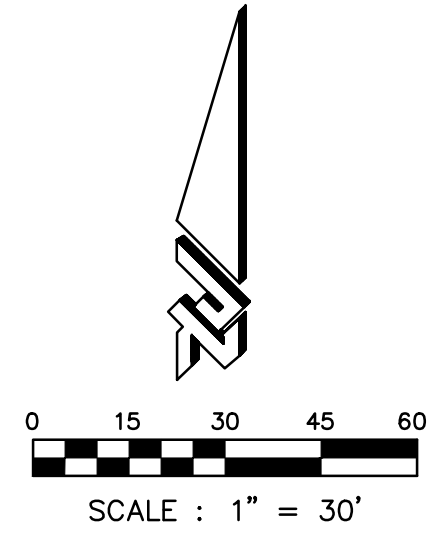
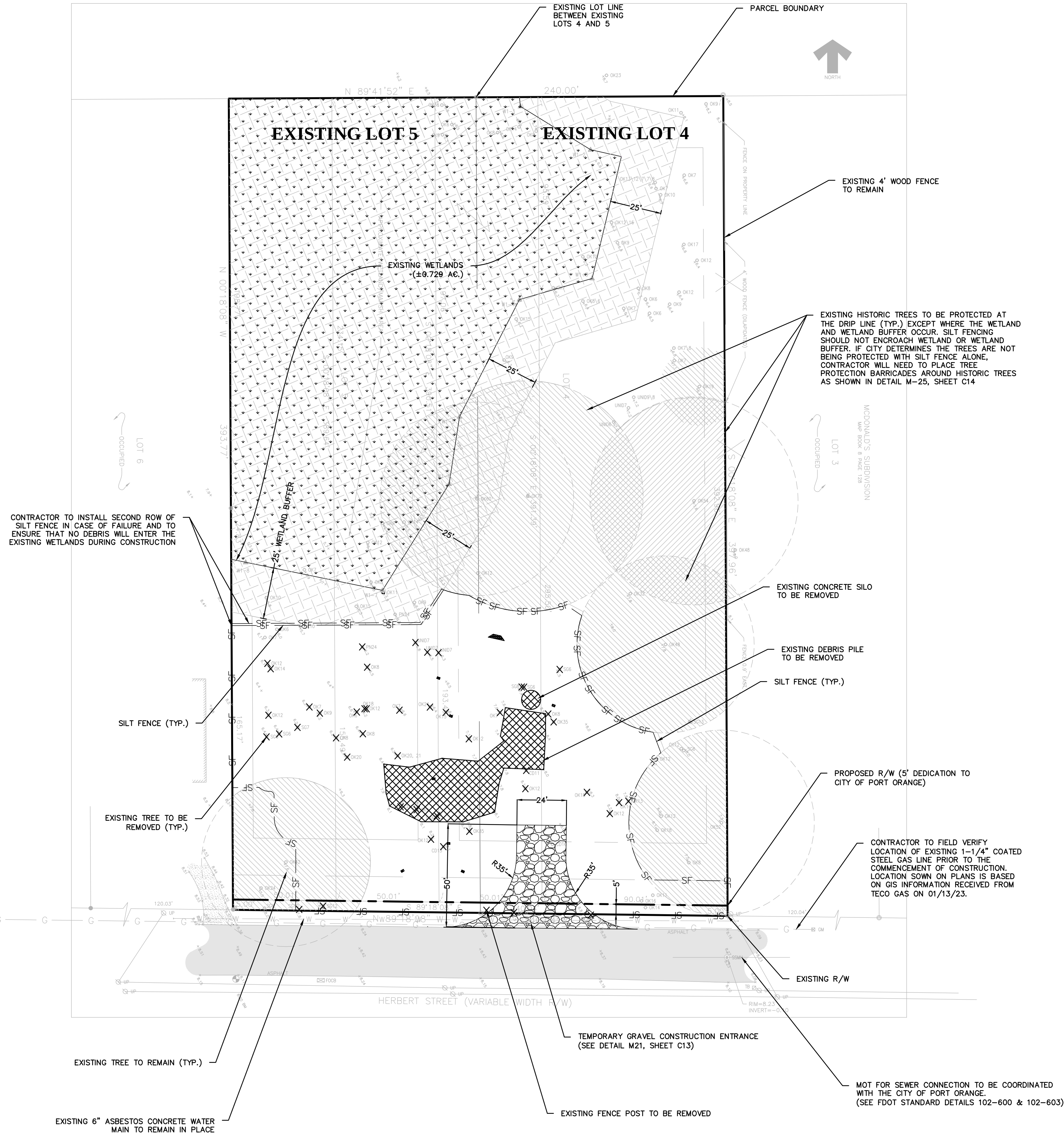


DRAWING FILE: 22119-NO

(EB 4516)







LEGEND:



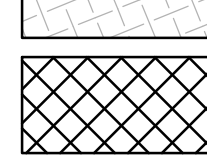
## EXISTING WETLANDS



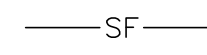
WETLAND CONSERVATION  
EASEMENT TO BE DEDICATED TO  
THE CITY OF PORT ORANGE



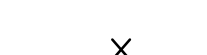
TREE CONSERVATION EASEMENT



DEMOLITION/ CLEARING AREA



SILT FENCE



EXISTING TREE TO BE REMOVED

NOTES:  
1. COM

- NOTES:**
1. CONTRACTOR TO PROVIDE TREE PROTECTION BARRICADES AROUND THE SPECIMEN/ HISTORIC TREES CLOSEST TO THE LIMITS OF CONSTRUCTION. CONTRACTOR TO REFER TO CITY STANDARD DETAIL M-25, SHEET C14.
  2. SEE TREE PROTECTION PLAN, SHEET TP1, FOR ADDITIONAL CLEARING INFORMATION

[illegible]

# COASTAL OAKS FINAL ENGINEERING PLANS CLEARING PLAN

CITY OF PORT ORANGE  
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 22119

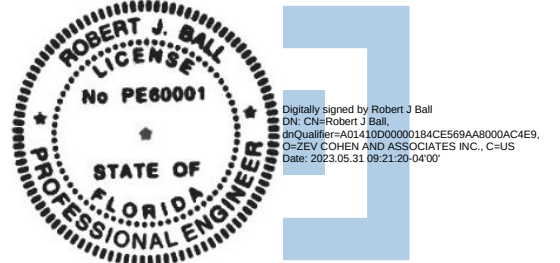
DESIGNED BY: BB

DRAFTED BY: MT

CHECKED BY: BB

DRAWING FILE: 22119-ODP  
XREFS: 22119 PAGE DWG

XREF'S: 22119-SURV.DWG

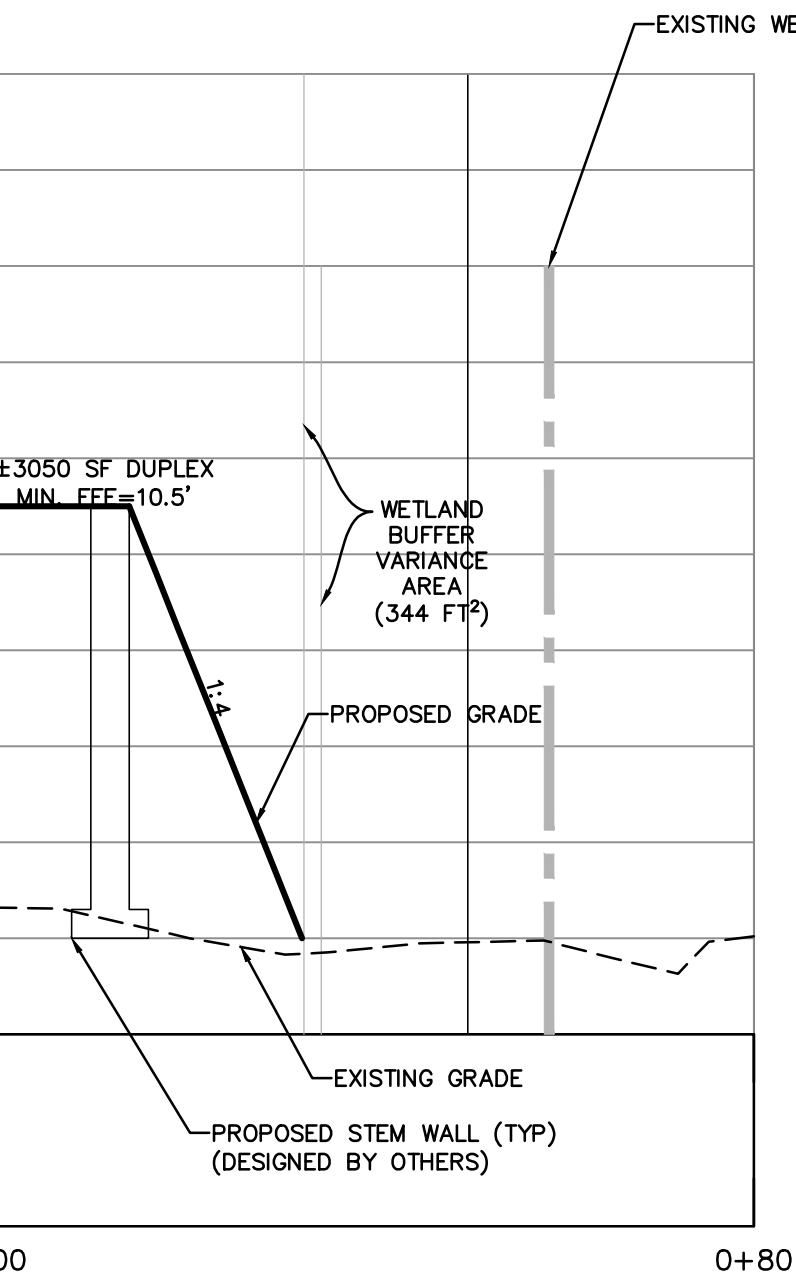


ROBERT J. BALL, P.E., NO.60001  
NOT VALID WITHOUT SEAL

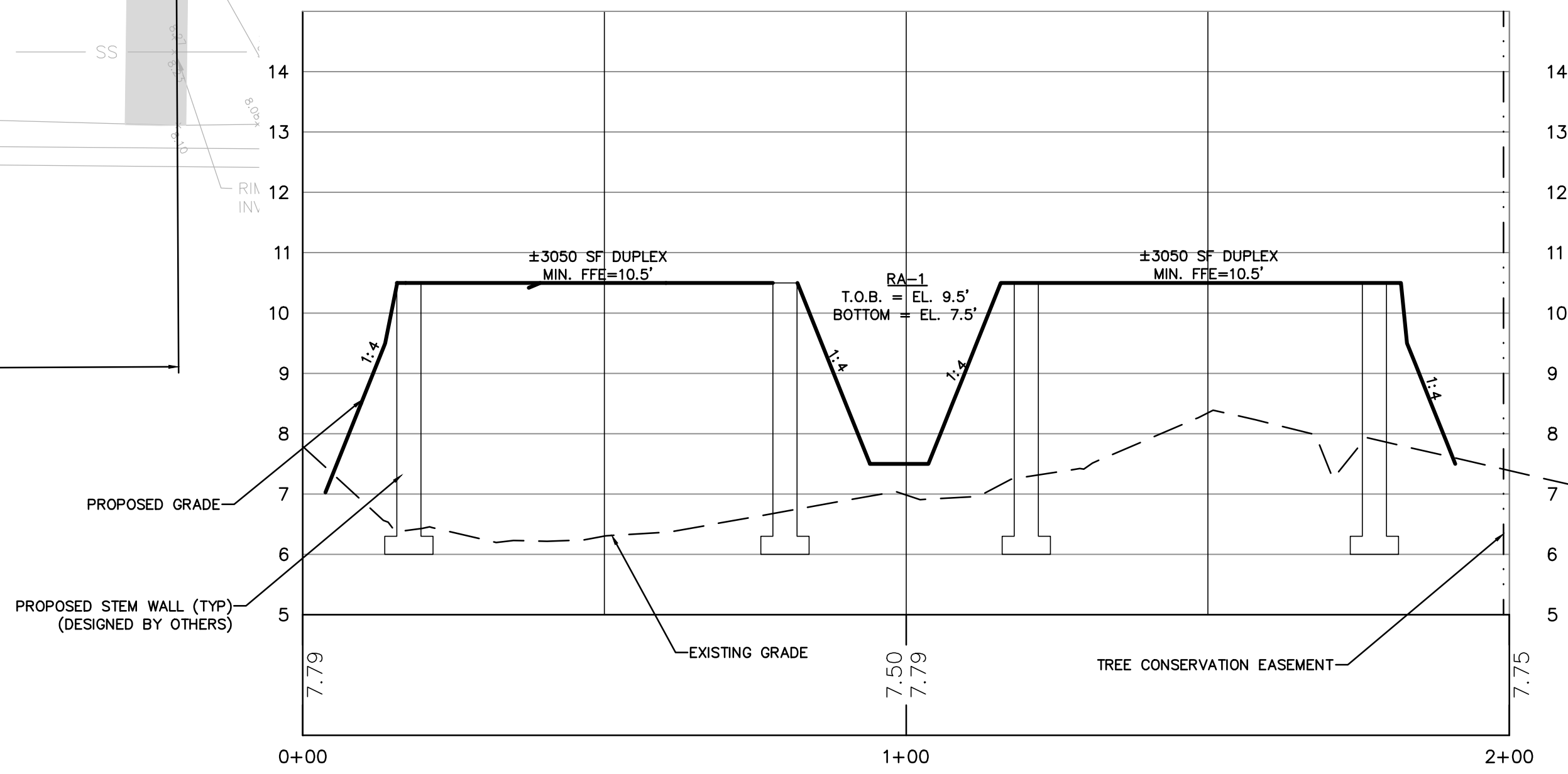
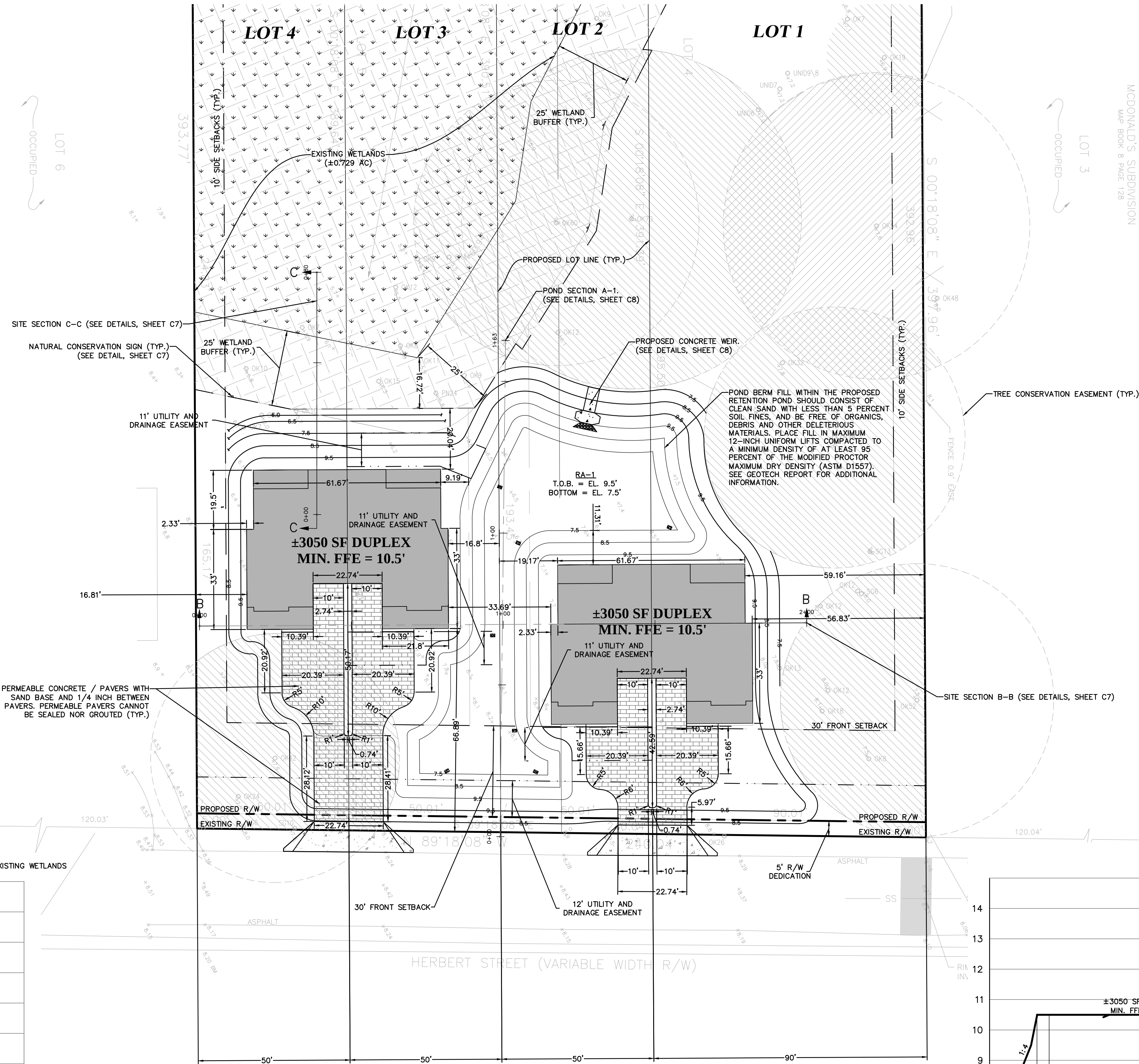
SHEET: C6 OF 15



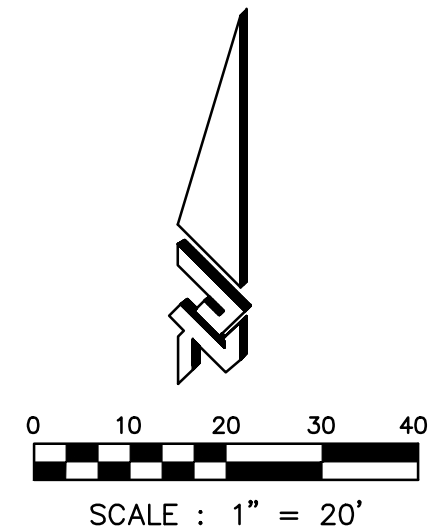
R. 22119 MCGRAW HERBERT STREET PROPERTY - P:\FINAL ENGINEERING PLANS\22119-GSS.DWG - PRINTED 5/23/2023 8:03 AM



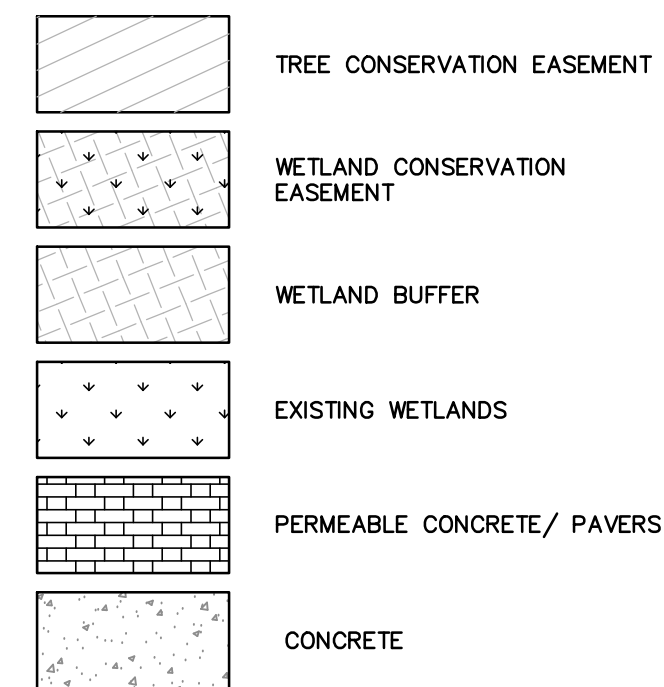
SITE SECTION C-C



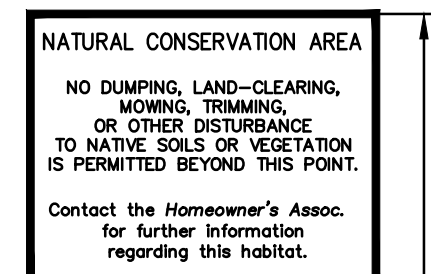
SITE SECTION B-B



LEGEND:



- NOTES:
1. NATURAL CONSERVATION AREA SIGNS ARE TO BE PLACED AT EVERY TURN OF THE CONSERVATION BUFFER. PLEASE REFER TO THE SIGN DETAIL ON THIS SHEET C7.
  2. IF ANY AREA WITHIN THE WETLAND BUFFER IS DISTURBED, REPLANTING OF THE AREA WITH NATIVE VEGETATION WILL BE REQUIRED.



NATURAL CONSERVATION AREA SIGN DETAIL NTS



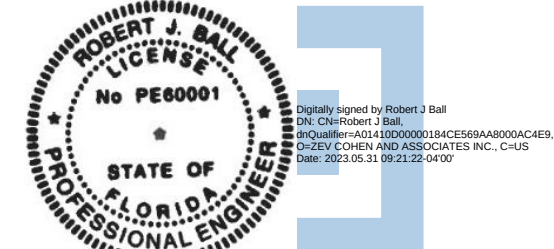
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

| NO. | DATE     | BY | REVISIONS                              |
|-----|----------|----|----------------------------------------|
| 1   | 05-24-23 | MT | REVISED PER CITY AND DISTRICT COMMENTS |
| 2   | 05-24-23 | MT | REVISED PER CITY COMMENTS              |
| 3   | 05-26-23 | SA | REVISED PER CITY COMMENTS              |

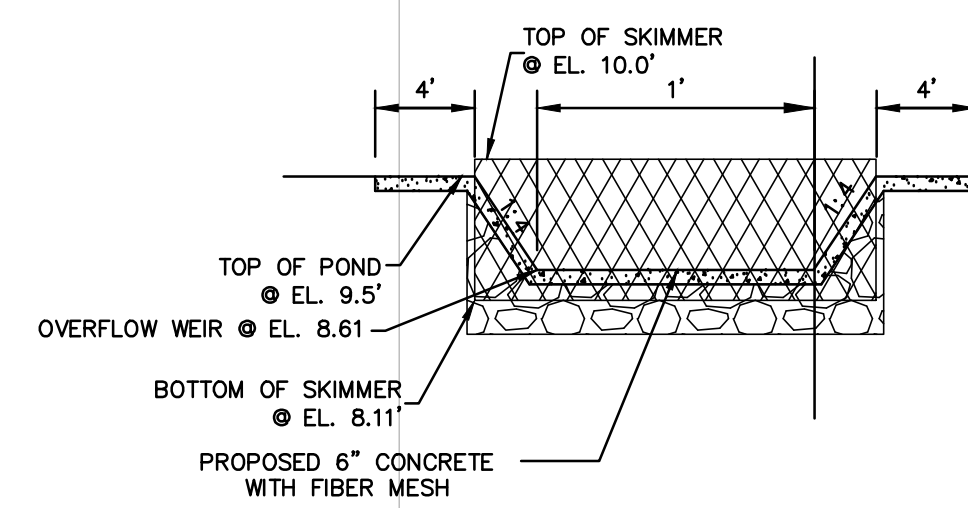
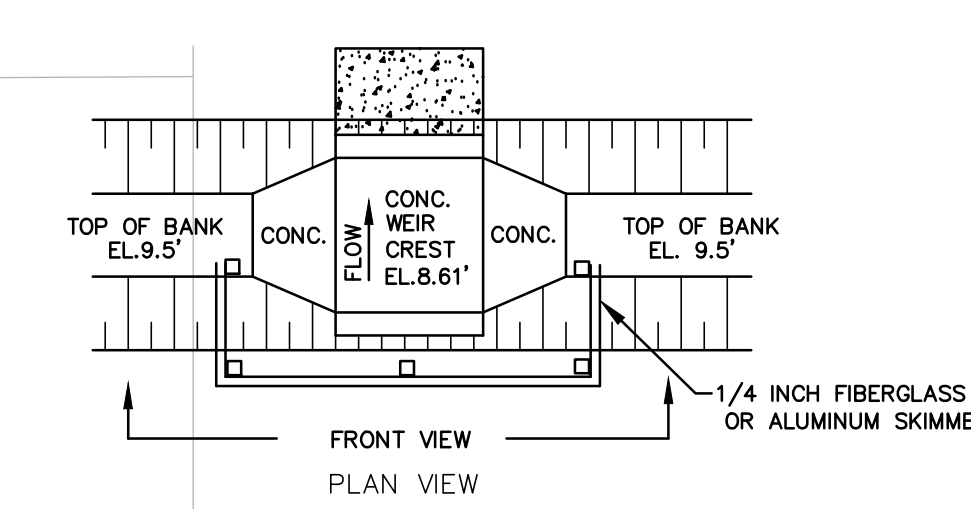
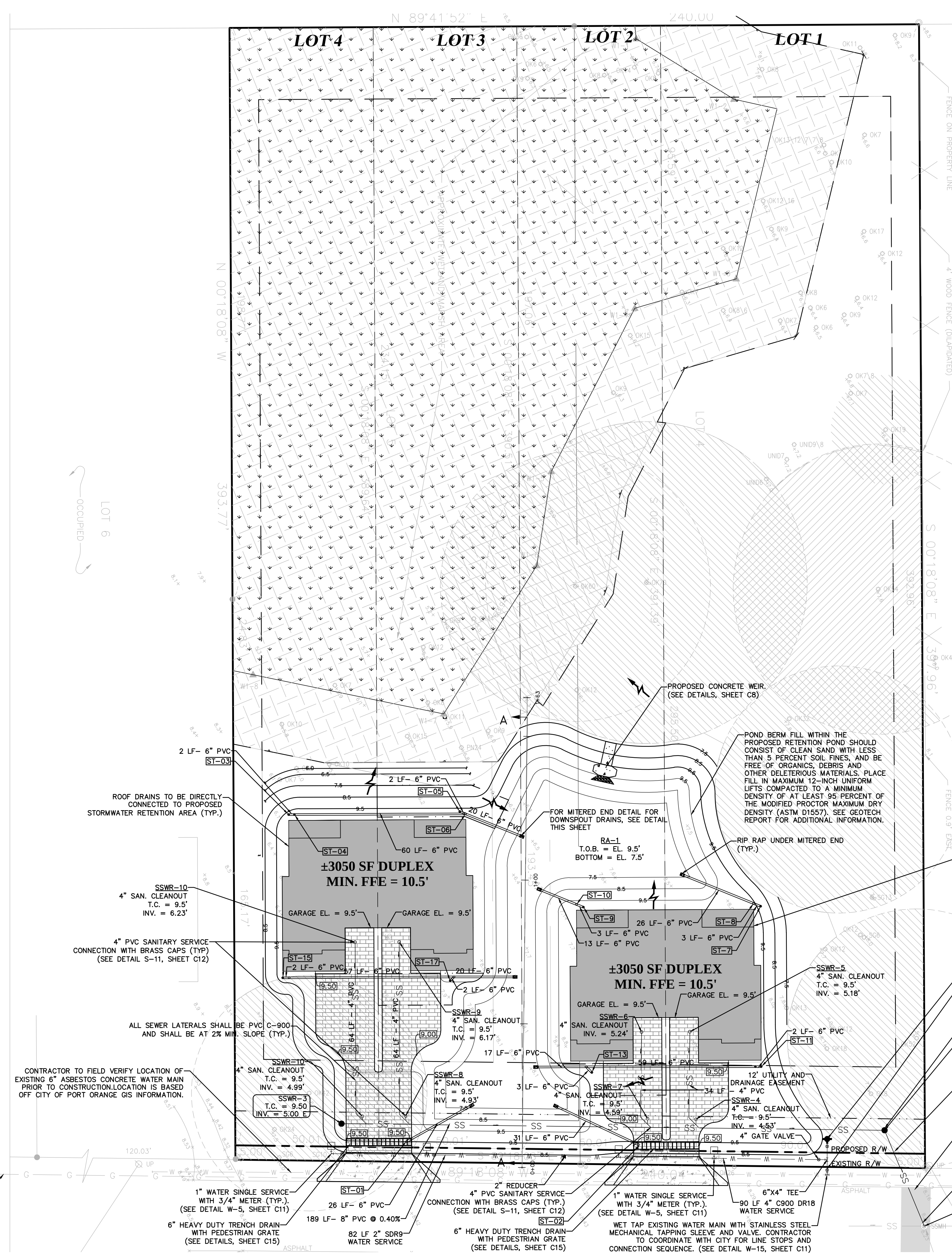
COASTAL OAKS  
FINAL ENGINEERING PLANS  
SITE LAYOUT PLAN

CITY OF PORT ORANGE  
VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 22119  
DESIGNED BY: BB  
DRAFTED BY: MT  
CHECKED BY: BB  
DRAWING FILE: 22119-GSS  
XREF'S: 22119-BASE.DWG  
XREF'S: 22119-SURV.DWG

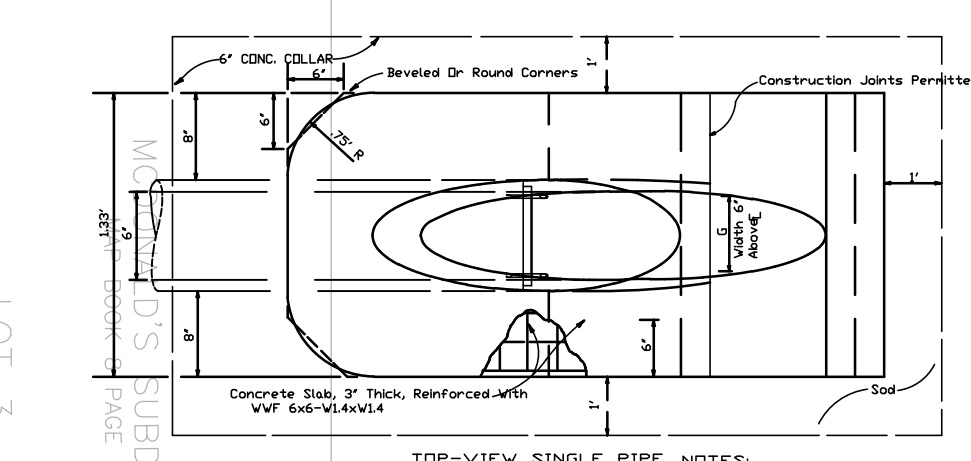






CONCRETE OVERFLOW WEIR DETAIL

SCALE: NTS



MITERED ENDS AT RETENTION POND FOR DOWNSPOUT DRAINS

SCALE: NTS

LEGEND:

- TREE CONSERVATION EASEMENT
- WETLAND CONSERVATION EASEMENT
- WETLAND BUFFER
- EXISTING WETLANDS
- PERMEABLE CONCRETE/PAVERS
- CONCRETE
- RIP RAP
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED SANITARY SERVICE
- PROPOSED WATERMAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED GATE VALVE

- NOTES:
- CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
  - ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
  - OWNER/DEVELOPER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH CONNECTING TO THE EXISTING CITY OF PORT ORANGE UTILITIES INCLUDING, BUT NOT LIMITED TO, ANY REQUIRED LINE STOPS.
  - ALL SEWER LATERALS SHALL BE PVC C-900 AND SHALL BE AT 2% MIN. SLOPE.
  - ALL SANITARY CLEANOUTS SHALL BE A MIN. OF 3.5 FT AND A MAX DEPTH OF 4 FT IS ALLOWED BELOW FINISH PER STD. DETAIL S-11.
  - REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL SITE REQUIREMENTS.

| STORMWATER STRUCTURE TABLE |                                                |                |                                                        |
|----------------------------|------------------------------------------------|----------------|--------------------------------------------------------|
| STRUCTURE NUMBER           | STRUCTURE TYPE                                 | STRUCTURE T.C. | PIPE INVERT(S), DIRECTION(S), SIZE(S)                  |
| ST-01                      | 6" HEAVY DUTY TRENCH DRAIN W/ PEDESTRIAN GRATE | 9.50           | 7.76 (NE) 6" PVC                                       |
| ST-02                      | 6" HEAVY DUTY TRENCH DRAIN W/ PEDESTRIAN GRATE | 9.50           | 7.75 (NW) 6" PVC                                       |
| ST-03                      | 6" CLEAN-OUT                                   | 9.50           | 8.00 (E) 6" PVC                                        |
| ST-04                      | Null Structure                                 | 8.56           | 7.97 (W) 6" PVC<br>7.98 (E) 6" PVC                     |
| ST-05                      | 6" CLEAN-OUT                                   | 9.50           | 7.63 (E) 6" PVC                                        |
| ST-06                      | Null Structure                                 | 8.50           | 7.62 (W) 6" PVC<br>7.62 (E) 6" PVC<br>7.62 (W) 6" PVC  |
| ST-07                      | 6" CLEAN-OUT                                   | 9.50           | 8.00 (W) 6" PVC                                        |
| ST-08                      | Null Structure                                 | 9.63           | 7.96 (E) 6" PVC<br>7.96 (W) 6" PVC                     |
| ST-09                      | 6" CLEAN-OUT                                   | 9.50           | 8.00 (W) 6" PVC                                        |
| ST-10                      | Null Structure                                 | 9.63           | 7.93 (E) 6" PVC<br>7.93 (W) 6" PVC                     |
| ST-11                      | 6" CLEAN-OUT                                   | 9.50           | 8.00 (W) 6" PVC                                        |
| ST-12                      | Null Structure                                 | 8.57           | 7.99 (E) 6" PVC<br>7.99 (W) 6" PVC                     |
| ST-13                      | 6" CLEAN-OUT                                   | 9.50           | 7.62 (NW) 6" PVC                                       |
| ST-14                      | Null Structure                                 | 8.90           | 7.60 (E) 6" PVC<br>7.60 (W) 6" PVC<br>7.60 (SE) 6" PVC |
| ST-15                      | 6" CLEAN-OUT                                   | 9.50           | 8.00 (E) 6" PVC                                        |
| ST-16                      | Null Structure                                 | 9.69           | 7.99 (W) 6" PVC<br>7.99 (E) 6" PVC                     |
| ST-17                      | 6" CLEAN-OUT                                   | 9.50           | 7.64 (NE) 6" PVC                                       |
| ST-18                      | Null Structure                                 | 8.96           | 7.63 (W) 6" PVC<br>7.63 (E) 6" PVC<br>7.63 (SW) 6" PVC |

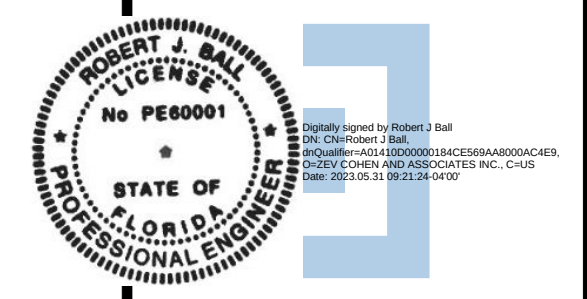


CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

| NO. | DATE     | BY | REVISIONS                              |
|-----|----------|----|----------------------------------------|
| 1   | 04-24-23 | MT | REVISED PER CITY AND DISTRICT COMMENTS |
| 2   | 05-26-23 | SA | REVISED PER CITY COMMENTS              |

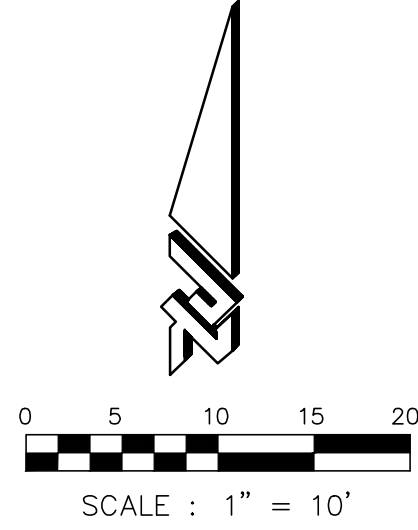
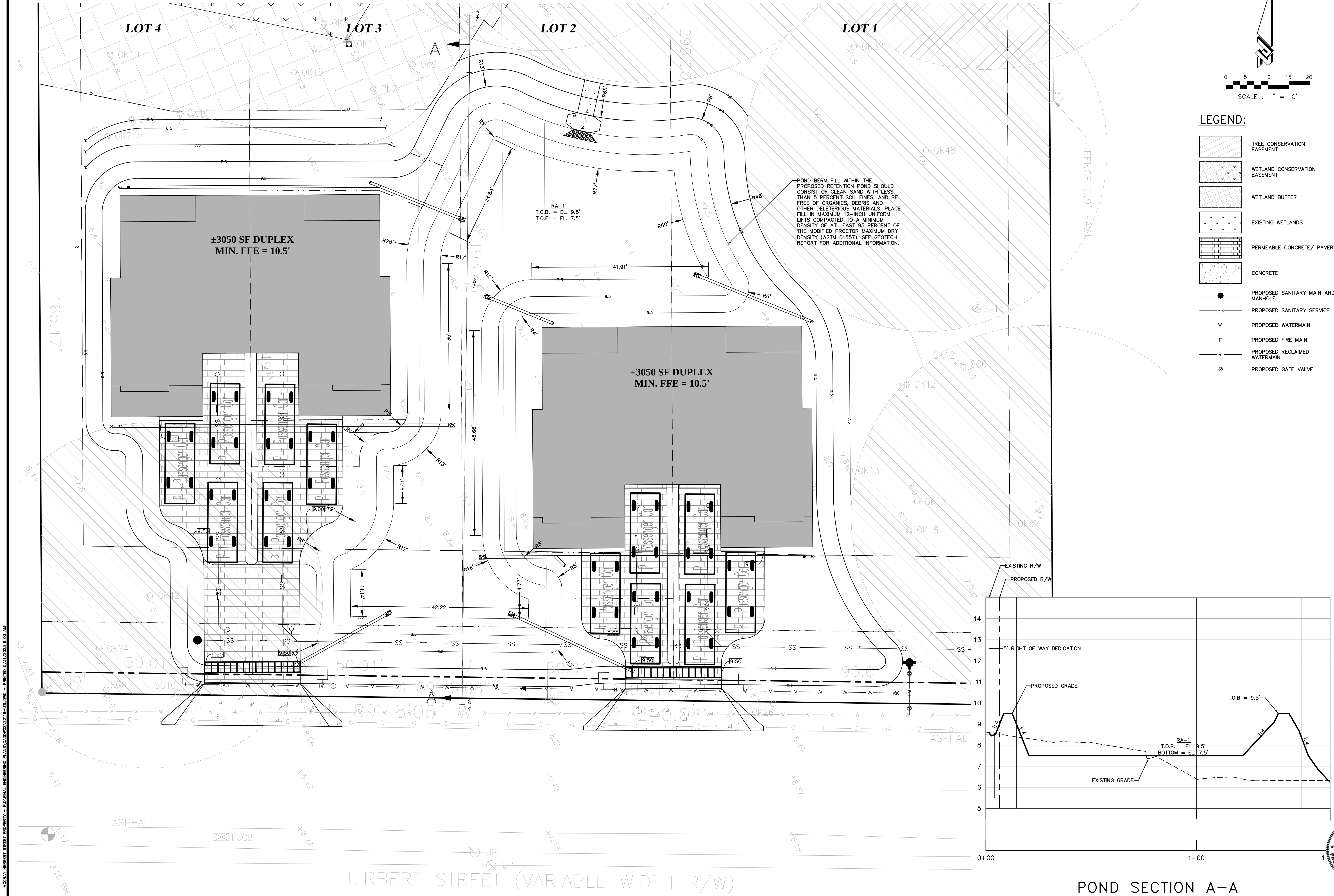
COASTAL OAKS  
FINAL ENGINEERING PLANS  
DRAINAGE & UTILITY PLAN

PROJECT NO.: ZC 22119  
DESIGNED BY: BB  
DRAFTED BY: MT  
CHECKED BY: BB  
DRAWING FILE: 22119-UTL  
XREF'S: 22119-BASE.DWG  
XREF'S: 22119-SURV.DWG



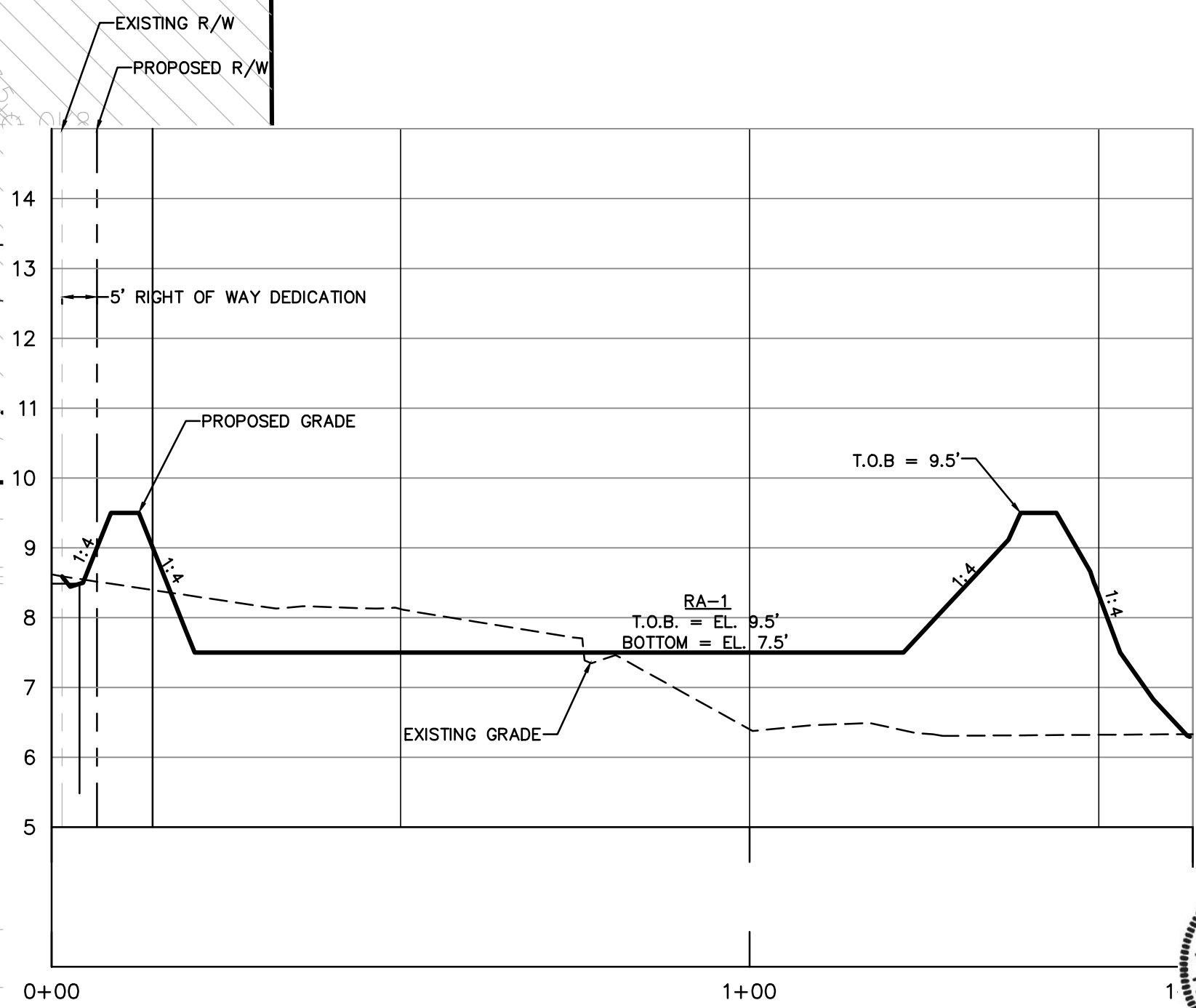


R. 22119 MCGRAW HERBERT STREET PROPERTY - POND DETAIL SHEET - PRINTED 5/27/2023 8:03 AM



LEGEND:

- TREE CONSERVATION EASEMENT
- WETLAND CONSERVATION EASEMENT
- WETLAND BUFFER
- EXISTING WETLANDS
- PERMEABLE CONCRETE/ PAVERS
- CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED SANITARY SERVICE
- PROPOSED WATERMAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED GATE VALVE

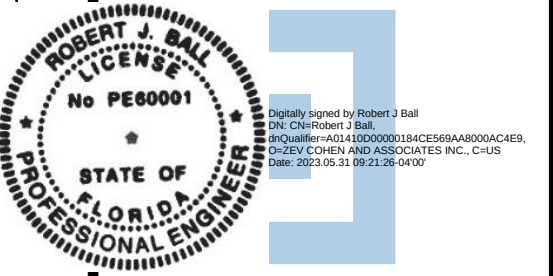


CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

| NO. | DATE     | BY | REVISIONS                              |
|-----|----------|----|----------------------------------------|
| 1   | 04-24-23 | MT | REVISED PER CITY AND DISTRICT COMMENTS |
| 2   | 05-26-23 | SA | REVISED PER CITY COMMENTS              |

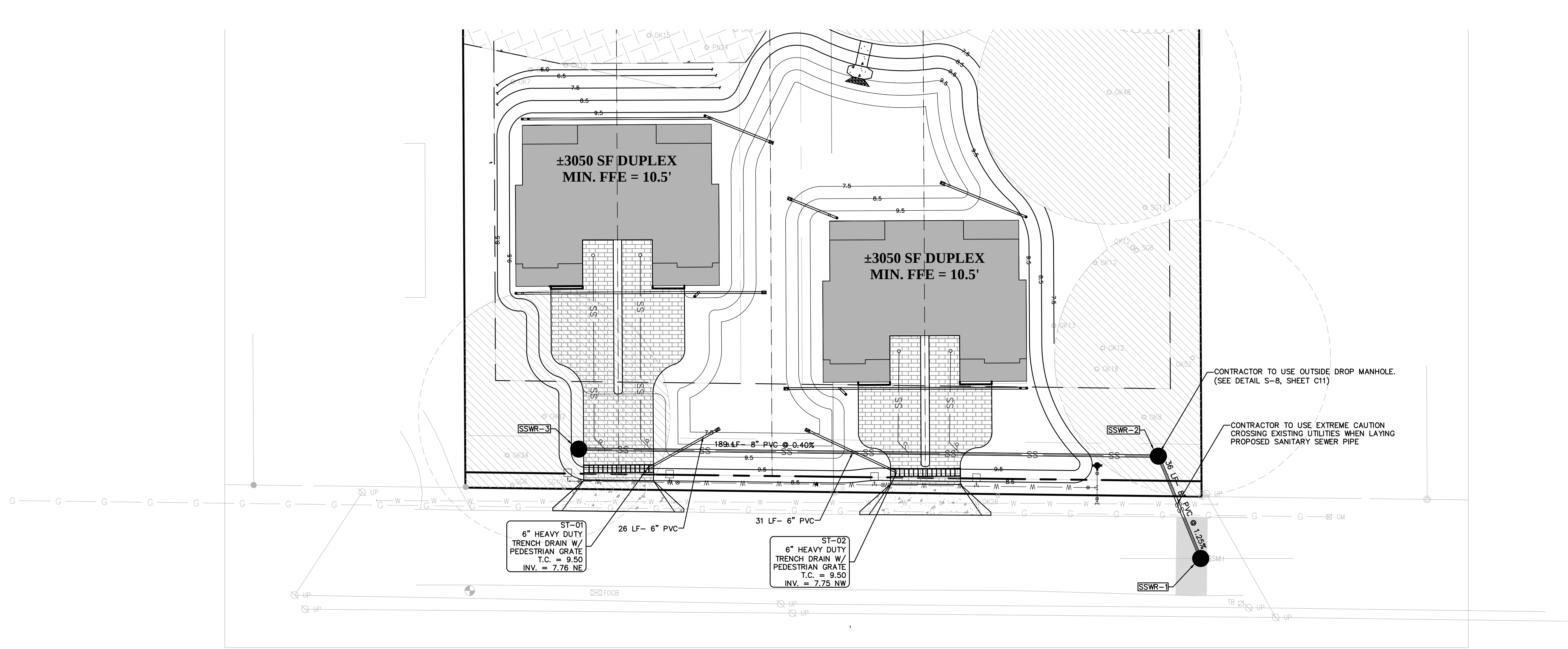
COASTAL OAKS  
FINAL ENGINEERING PLANS  
POND DETAIL SHEET

PROJECT NO.: ZC 22119  
DESIGNED BY: BB  
DRAFTED BY: MT  
CHECKED BY: BB  
DRAWING FILE: 22119-UTL  
XREF'S: 22119-BASE.DWG  
XREF'S: 22119-SURV.DWG



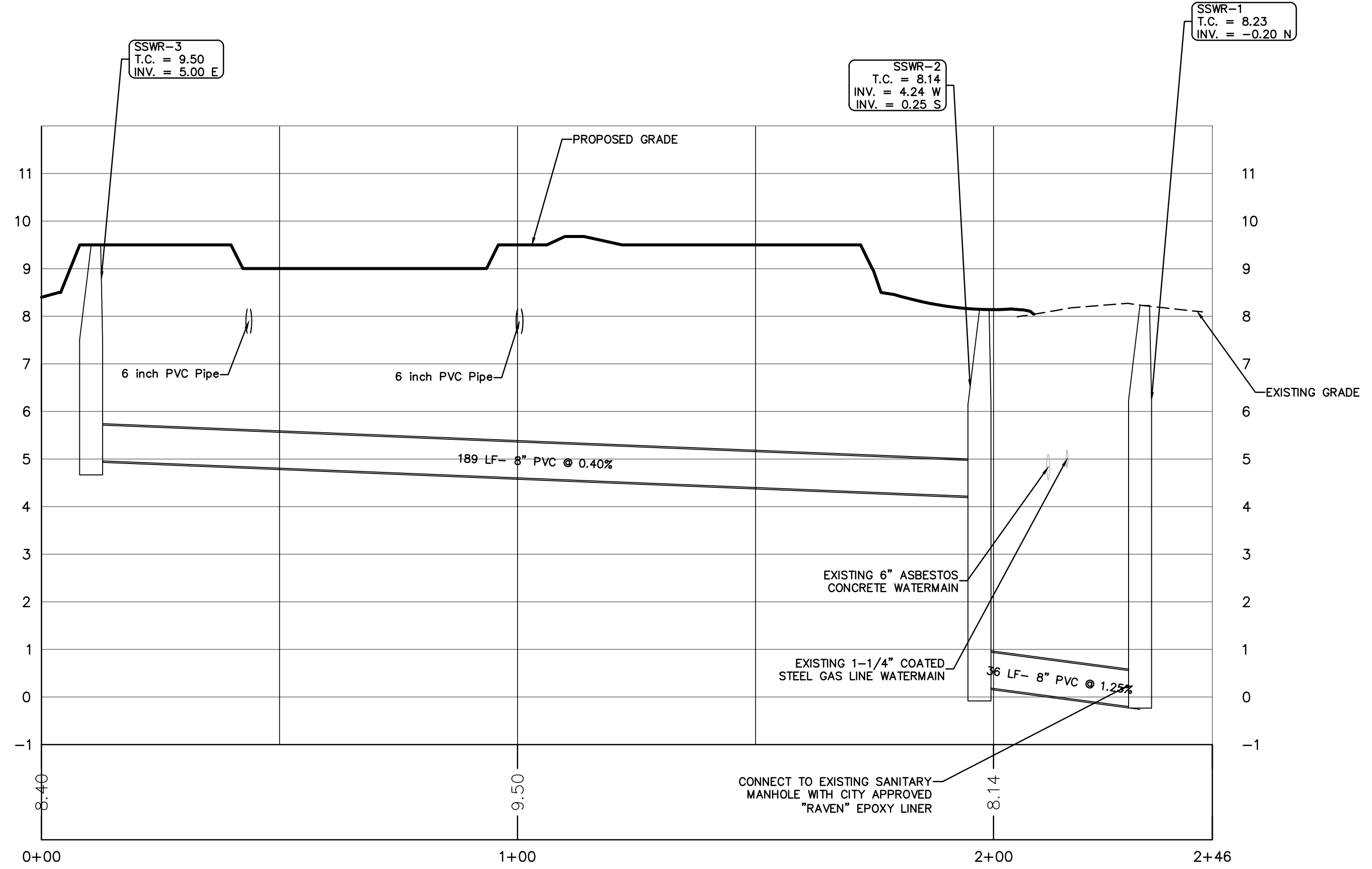


A. 22119 MCGRAW HERRBERT STREET PROPERTY - P.O. FINAL ENGINEERING PLANS (ADDENDUMS) 22119-SSWR PROFILE.DWG - PRINTED: 2/27/2023, 9:03 AM

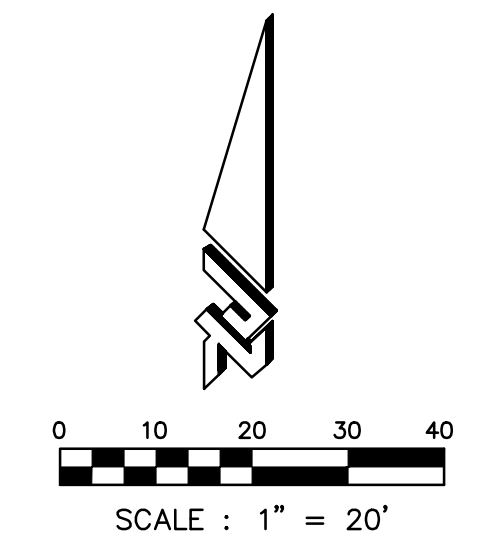


## SANITARY SEWER PLAN & PROFILE

PLAN VIEW: 1"=20'  
PROFILE VIEW: HORIZ: 1"=20'  
VERT: 1"=2'



C-PSANITARY



### LEGEND:

- TREE CONSERVATION EASEMENT
- WETLAND CONSERVATION EASEMENT
- WETLAND BUFFER
- EXISTING WETLANDS
- PERMEABLE CONCRETE/ PAVERS
- CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED SANITARY SERVICE
- PROPOSED WATERMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION

**ZEV COHEN & ASSOCIATES, INC.**  
10000 BAYVIEW BLVD., SUITE 100  
FORT LAUDERDALE, FL 33317  
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

| NO. | DATE     | BY | REVISIONS                              |
|-----|----------|----|----------------------------------------|
| 1   | 02-24-23 | MT | REVISED PER CITY AND DISTRICT COMMENTS |
| 2   | 02-24-23 | MT | REVISED PER CITY COMMENTS              |
| 3   | 02-26-23 | SA | REVISED PER CITY COMMENTS              |

**COASTAL OAKS**  
**FINAL ENGINEERING PLANS**  
**SANITARY SEWER PLAN & PROFILE**

PROJECT NO: ZC 22119  
DESIGNED BY: BB  
DRAFTED BY: MT  
CHECKED BY: BB  
DRAWING FILE: 22119-SSWR PROFILE  
XREF'S: 22119-BASE.DWG  
XREF'S: 22119-SURV.DWG

CITY OF PORT ORANGE  
VOLUSIA COUNTY, FLORIDA

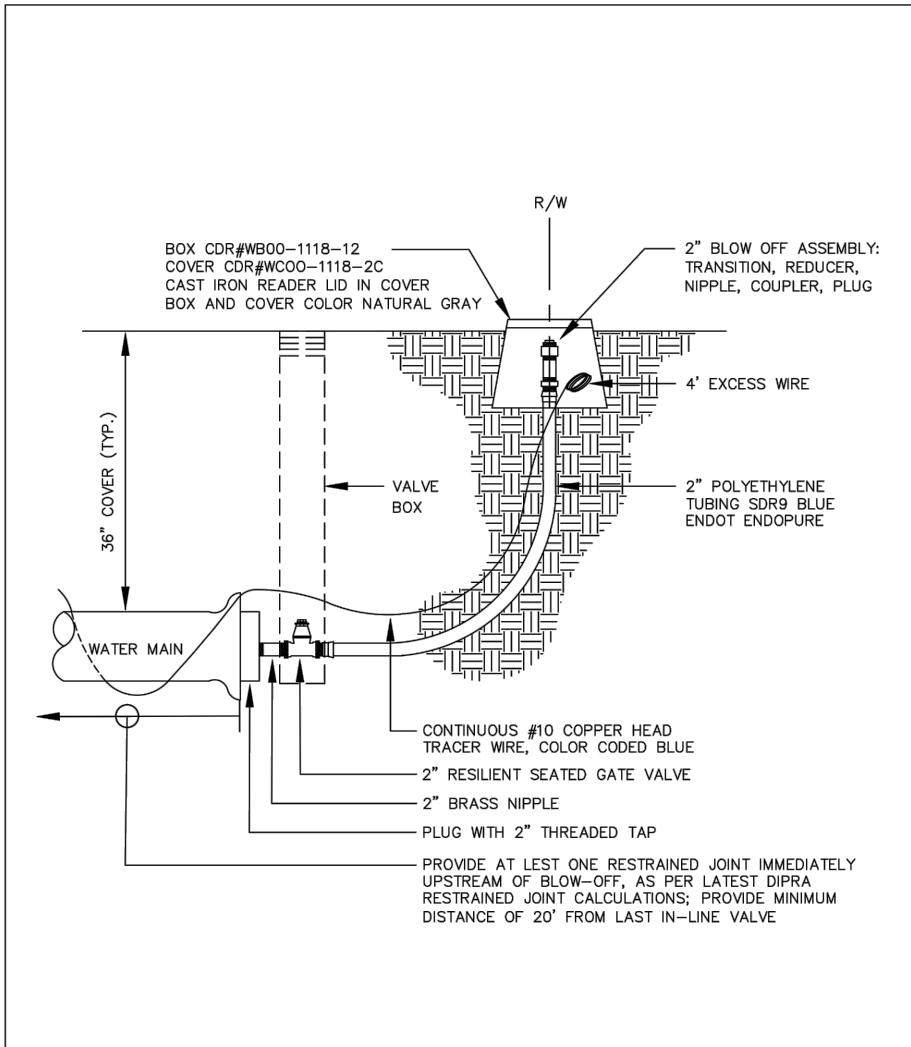
Robert J. Ball, P.E., No. 60001  
NOT VALID WITHOUT SEAL

SHEET: **C10** OF 15









STANDARD CONSTRUCTION DETAIL  
POTABLE WATER  
BLOW-OFF ASSEMBLY

REV. 12/18

FILE NAME:  
W18.DWG

DETAIL REF:  
W-18

11. THE CITY MAY REQUIRE ALL NEW SANITARY SEWER GRAVITY SYSTEMS TO BE SMOKE TESTED PRIOR TO FINAL ACCEPTANCE. ALL TESTING MUST BE DONE IN THE PRESENCE OF THE CITY'S DESIGNATED SITE INSPECTOR.
12. THE CITY OF FORT ORANGE RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES, AIR TEST SEWER MAINS, AND REQUESTS THAT ALL SANITARY SEWER MAIN LINES BE TELEVIEWED PRIOR TO FINAL ACCEPTANCE. LATERALS SHALL BE TELEVIEWED UPON DEMAND BY THE CITY PRIOR TO FINAL ACCEPTANCE WHEN IT IS SUSPECTED THAT A PROBLEM EXISTS.
13. ALL TAPPING OF PRESSURE MAINS AND CORING OF MANHOLES SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOURS NOTIFICATION DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY ESTABLISHED BY THE CITY. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MINIMUM 10 TO 600 GPM) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. CONTRACTORS HAVING EXPERIENCE AND PROPER EQUIPMENT MAY BE GRANTED PERMISSION TO CORE MANHOLE BY PUBLIC UTILITIES DEPARTMENT.
14. NEW OR RELOCATED UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

|                  | WATER            | STORM GRAVITY    | STORM FORCE      | RECLAIM          | SANITARY GRAVITY | SANITARY FORCE   |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| WATER            | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM GRAVITY    | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM FORCE      | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| RECLAIM          | 6'               | 6'               | 6'               | 6'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY GRAVITY | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY FORCE   | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |

15. A 3' MINIMUM HORIZONTAL SEPARATION BETWEEN THE SANITARY GRAVITY AND WATER MAINS SHALL BE ALLOWED WHEN THE WATER MAIN IS INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF AT LEAST 6' ABOVE THE SANITARY GRAVITY MAIN. ALTERNATIVELY, THE 3' MINIMUM HORIZONTAL SEPARATION SHALL BE ALLOWED WHEN THE SEWER MAIN IS ENCASED WITH CONCRETE OR ENCLOSED IN A WATER TIGHT CARRIER PIPE OR UNLOADED TO PRESSURE RATED PVC PIPE MEETING AWWA C-900 OR C-905 SPECIFICATION AND PRESURE TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING.

STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER NOTES  
(CONTINUED)

REV. 12/18

FILE NAME:  
S1.DOC

DETAIL REF:  
S-1.1

| AIR RELEASE VALVES |                  |
|--------------------|------------------|
| MANUFACTURER       | MODEL #          |
| ARI                | D-025P (Plastic) |

| GATE VALVES AND TAPPING VALVES - RESILIENT SEAT (AWWA C509 AND C515) 24" OR SMALLER |                                |
|-------------------------------------------------------------------------------------|--------------------------------|
| MANUFACTURER                                                                        | SERIES OR MODEL #              |
| American AVR Co.                                                                    | 3, 18, 25, 45, 55, & 66        |
| Clow                                                                                | 2638 and 2639                  |
| Mueller                                                                             | A-2360, A-2361, T-2360, T-2361 |
| American Flow Control                                                               | 2500                           |

| JOINTS RESTRAINED - PVC ONLY |                                             |
|------------------------------|---------------------------------------------|
| MANUFACTURER                 | MODEL #                                     |
| EBBA Iron Inc                | Series 1500/1600/2000/2500/2800             |
| Star Pipe                    | Stargrip Series 1000/1200/1400/4000         |
| Sigma                        | One-Lock SLC, PV-Lok for PVC                |
| Smith-Blair                  | Cam-Lock (111 & 120), Bell-Lock (115 & 165) |

| FORCE MAIN FITTINGS - PVC AND DIP CLASS 350 (WITH PROTECTO 401 CERAMIC EPOXY), C-900, C-905 OR C-907 |       |
|------------------------------------------------------------------------------------------------------|-------|
| MANUFACTURER                                                                                         | Model |
| Harco, Multi-Fittings, Plastic Trends, Head, Tyler/Union                                             |       |

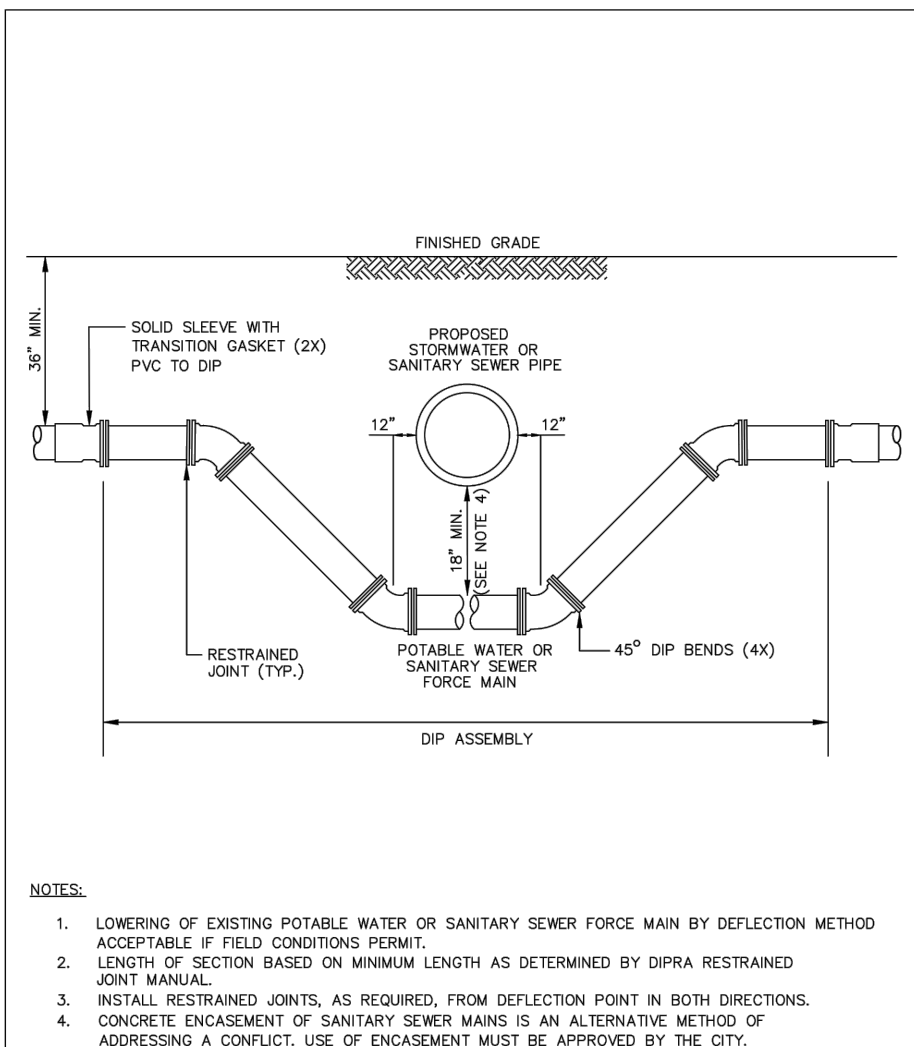
| MANHOLE AND LIFT STATION WET WELL REHABILITATION LINER    |       |
|-----------------------------------------------------------|-------|
| MANUFACTURER                                              | Model |
| Raven 405, 1/2" minimum thick fiberglass liner (cylinder) |       |

STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER AND FORCE MAIN  
APPROVED PRODUCTS

REV. 12/18

FILE NAME:  
S3.DOC

DETAIL REF:  
S-3



STANDARD CONSTRUCTION DETAIL  
POTABLE WATER OR SANITARY SEWER  
FORCE MAIN DEFLECTION

REV. 12/18

FILE NAME:  
W23.DWG

DETAIL REF:  
W-23

16. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

|                  | WATER            | STORM GRAVITY    | STORM FORCE      | RECLAIM          | SANITARY GRAVITY | SANITARY FORCE   |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| WATER            | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM GRAVITY    | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM FORCE      | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| RECLAIM          | 6'               | 6'               | 6'               | 6'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY GRAVITY | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY FORCE   | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |

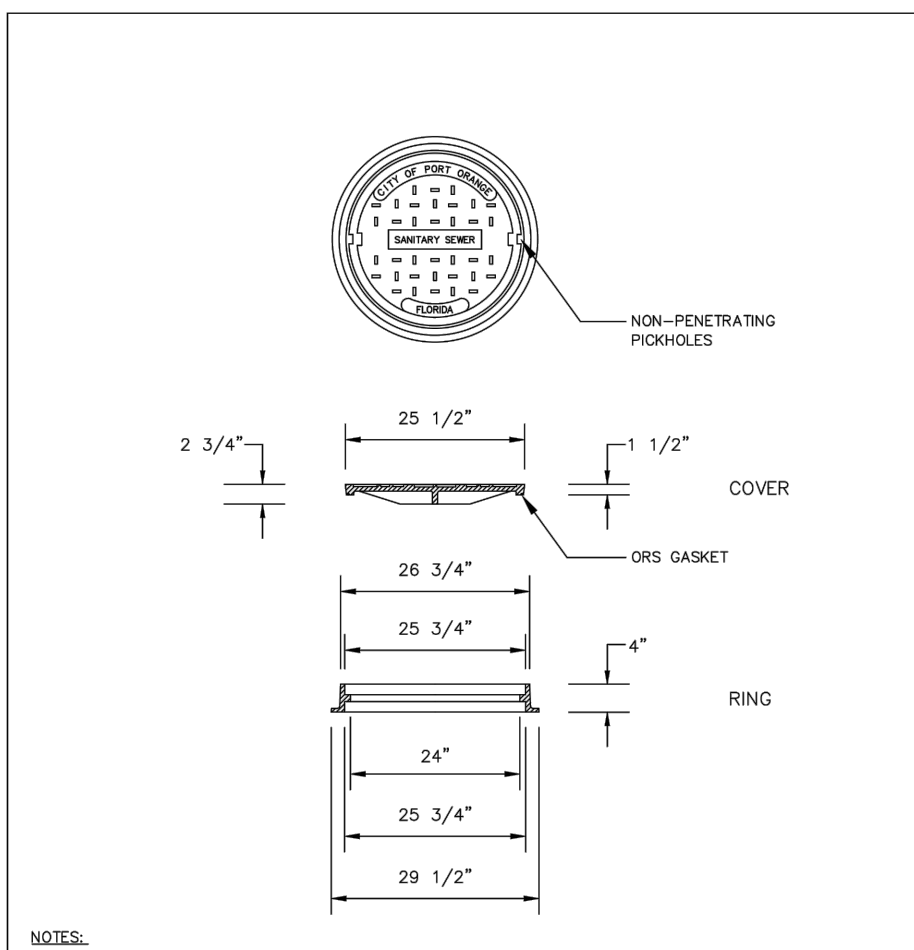
17. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT "Y", OR BY A METAL TAG SET INTO THE PAVEMENT.
18. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER NOTES  
(CONTINUED)

REV. 12/18

FILE NAME:  
S1.DOC

DETAIL REF:  
S-1.2

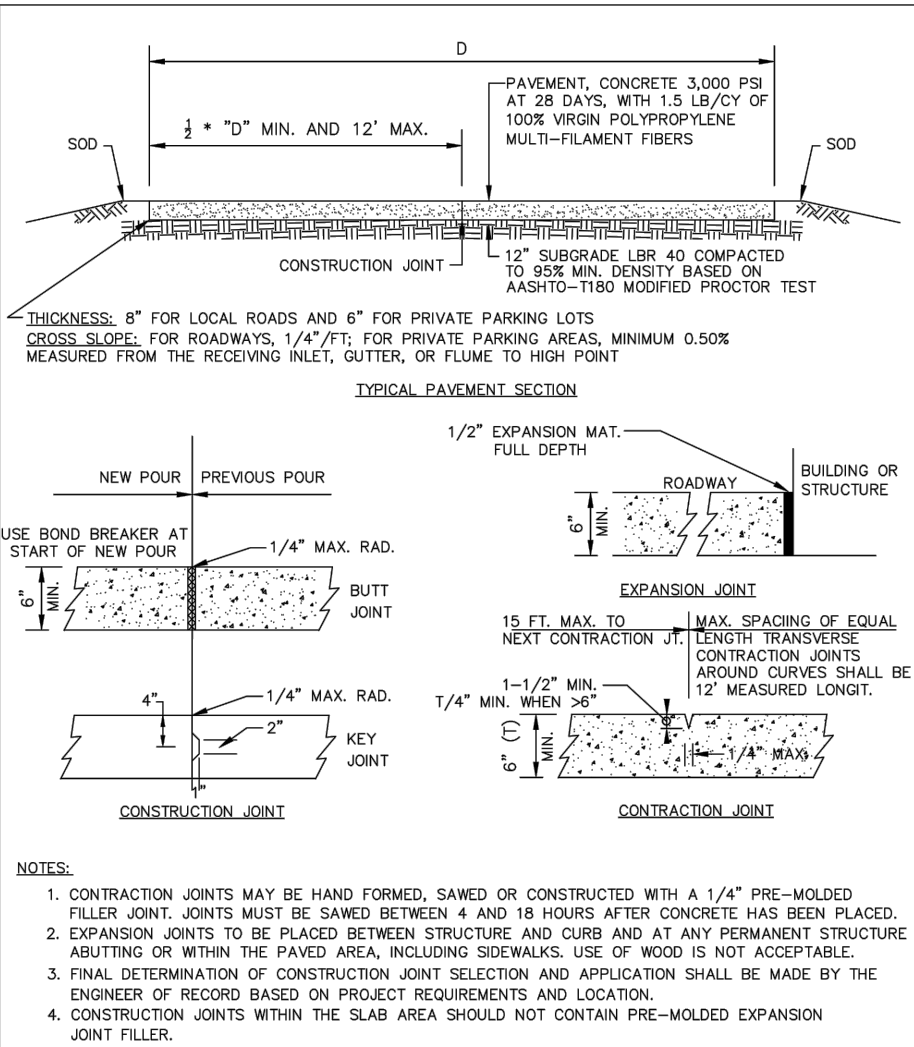


STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER MANHOLE SINGLE COVER

REV. 12/18

FILE NAME:  
S4.DWG

DETAIL REF:  
S-4



STANDARD CONSTRUCTION DETAIL  
CONCRETE PAVEMENT DETAILS

REV. 12/18

FILE NAME:  
R14.DWG

DETAIL REF:  
R-14

19. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
20. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

|                  | WATER            | STORM GRAVITY    | STORM FORCE      | RECLAIM          | SANITARY GRAVITY | SANITARY FORCE   |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| WATER            | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM GRAVITY    | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM FORCE      | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| RECLAIM          | 6'               | 6'               | 6'               | 6'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY GRAVITY | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY FORCE   | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |

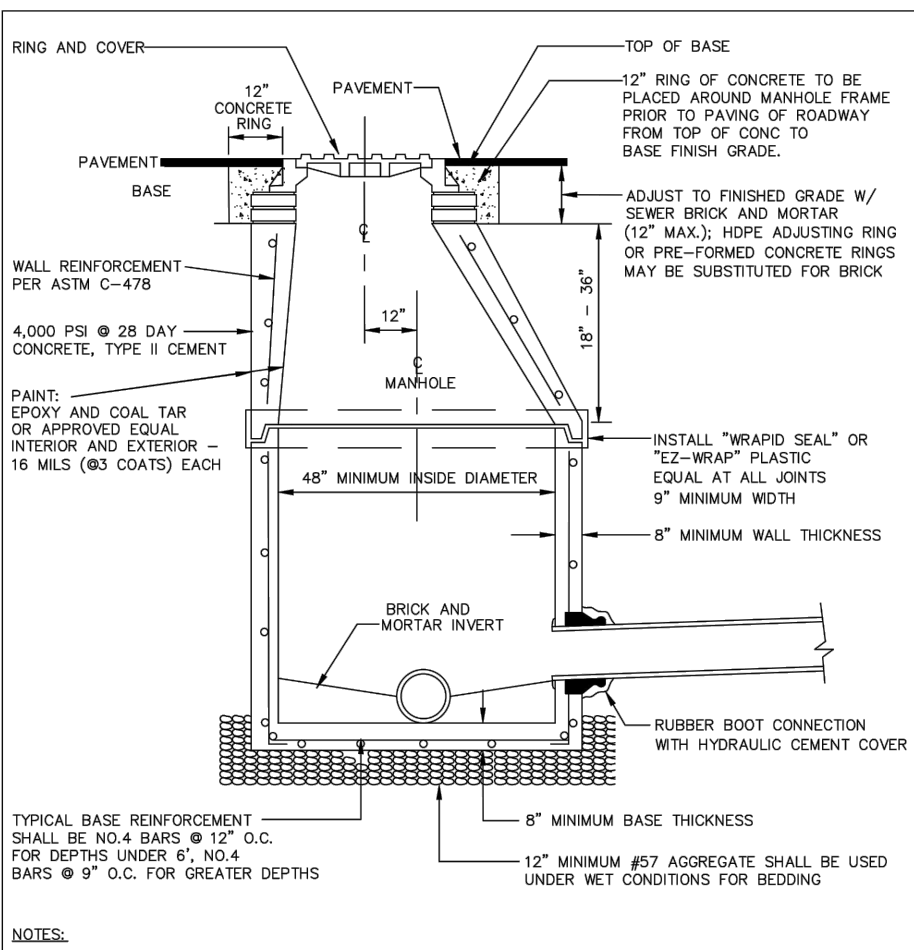
21. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
22. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER NOTES  
(CONTINUED)

REV. 12/18

FILE NAME:  
S1.DOC

DETAIL REF:  
S-1.3

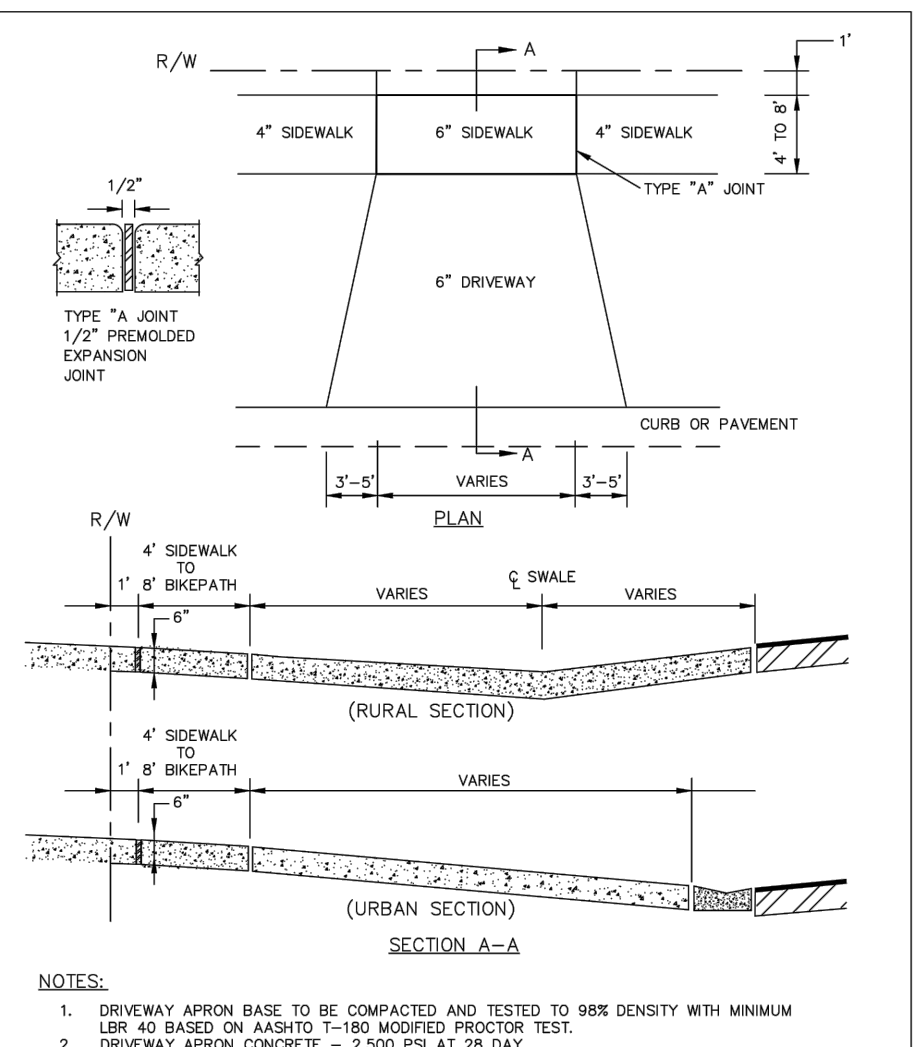


STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER STANDARD MANHOLE

REV. 12/18

FILE NAME:  
S6.DWG

DETAIL REF:  
S-6



STANDARD CONSTRUCTION DETAIL  
DRIVEWAY APRON

REV. 12/18

FILE NAME:  
R16.DWG

DETAIL REF:  
R-16

23. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
24. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

|                  | WATER            | STORM GRAVITY    | STORM FORCE      | RECLAIM          | SANITARY GRAVITY | SANITARY FORCE   |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| WATER            | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM GRAVITY    | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM FORCE      | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| RECLAIM          | 6'               | 6'               | 6'               | 6'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY GRAVITY | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY FORCE   | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |

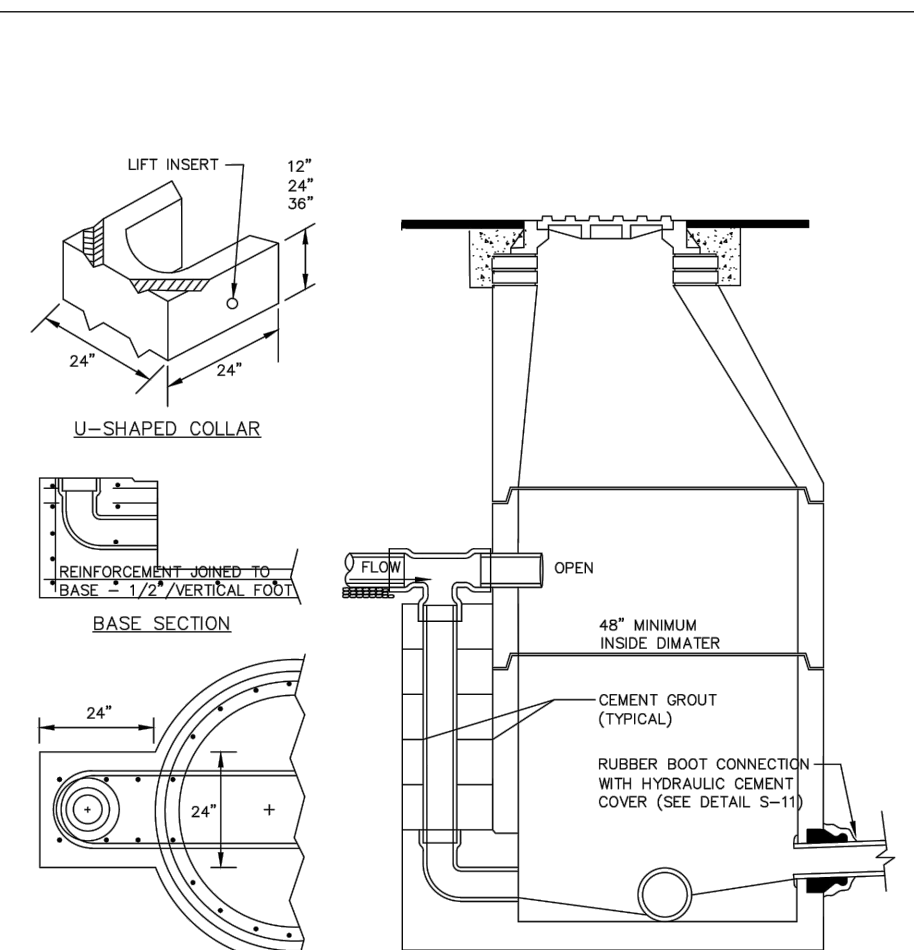
25. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
26. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER NOTES  
(CONTINUED)

REV. 12/18

FILE NAME:  
S1.DOC

DETAIL REF:  
S-1.4

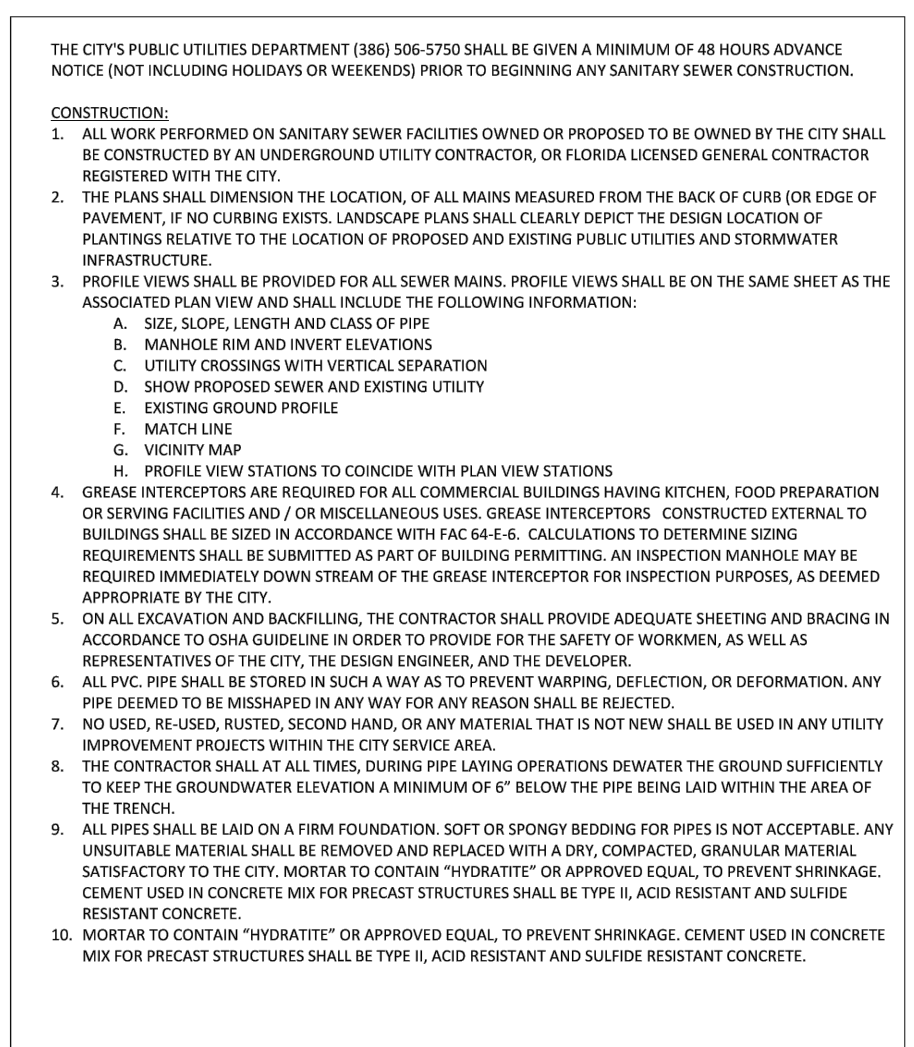


STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER OUTSIDE DROP MANHOLE

REV. 12/18

FILE NAME:  
S8.DWG

DETAIL REF:  
S-8



STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER NOTES

REV. 12/18

FILE NAME:  
S1.DOC

DETAIL REF:  
S-1

27. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
28. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

|                  | WATER            | STORM GRAVITY    | STORM FORCE      | RECLAIM          | SANITARY GRAVITY | SANITARY FORCE   |
|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| WATER            | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM GRAVITY    | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| STORM FORCE      | 3'               | 3'               | 3'               | 3'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| RECLAIM          | 6'               | 6'               | 6'               | 6'               | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY GRAVITY | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |
| SANITARY FORCE   | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' | 6' PREFERRED 10' |

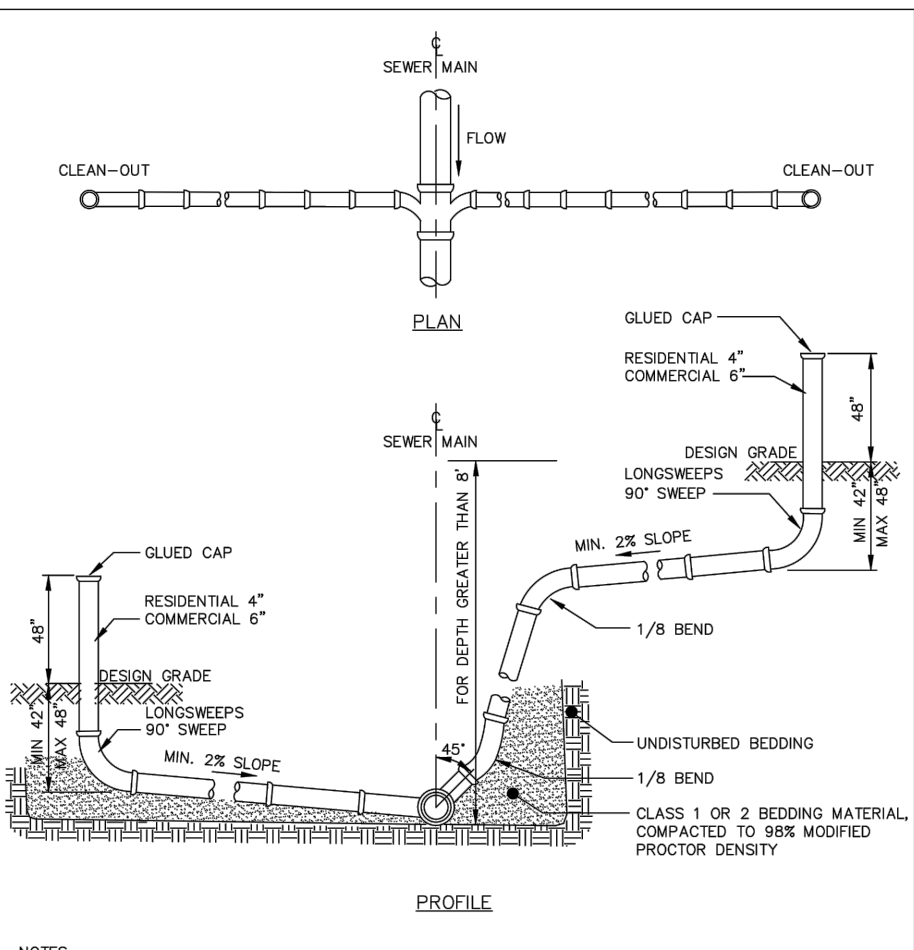
29. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
30. THE CONTRACTOR SHALL INSTALL A METALLIZED FLAG FOR LOCATOR TAP, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWERAGE FORCE MAINS. THIS PIPE LOCATOR AND SHALL BE INSTALLED BETWEEN 12" AND 48" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPS SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN, A CONTINUOUS 10.30 COVER HOLE WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER NOTES  
(CONTINUED)

REV. 12/18

FILE NAME:  
S1.DOC

DETAIL REF:  
S-1.5



STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER SERVICE LATERALS

REV. 12/18

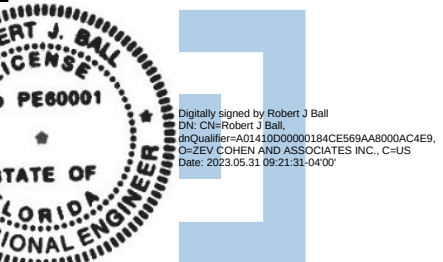
FILE NAME:  
S11.DWG

DETAIL REF:  
S-11

| NO. | DATE     | BY | REVISIONS | COMMENTS                               |
|-----|----------|----|-----------|----------------------------------------|
| 1   | 05-24-23 | SA | 1         | ISSUED FOR PERMIT                      |
| 2   | 05-24-23 | MT | 2         | REVISED PER CITY AND DISTRICT COMMENTS |
| 3   | 05-26-23 | SA | 3         | REVISED PER CITY COMMENTS              |

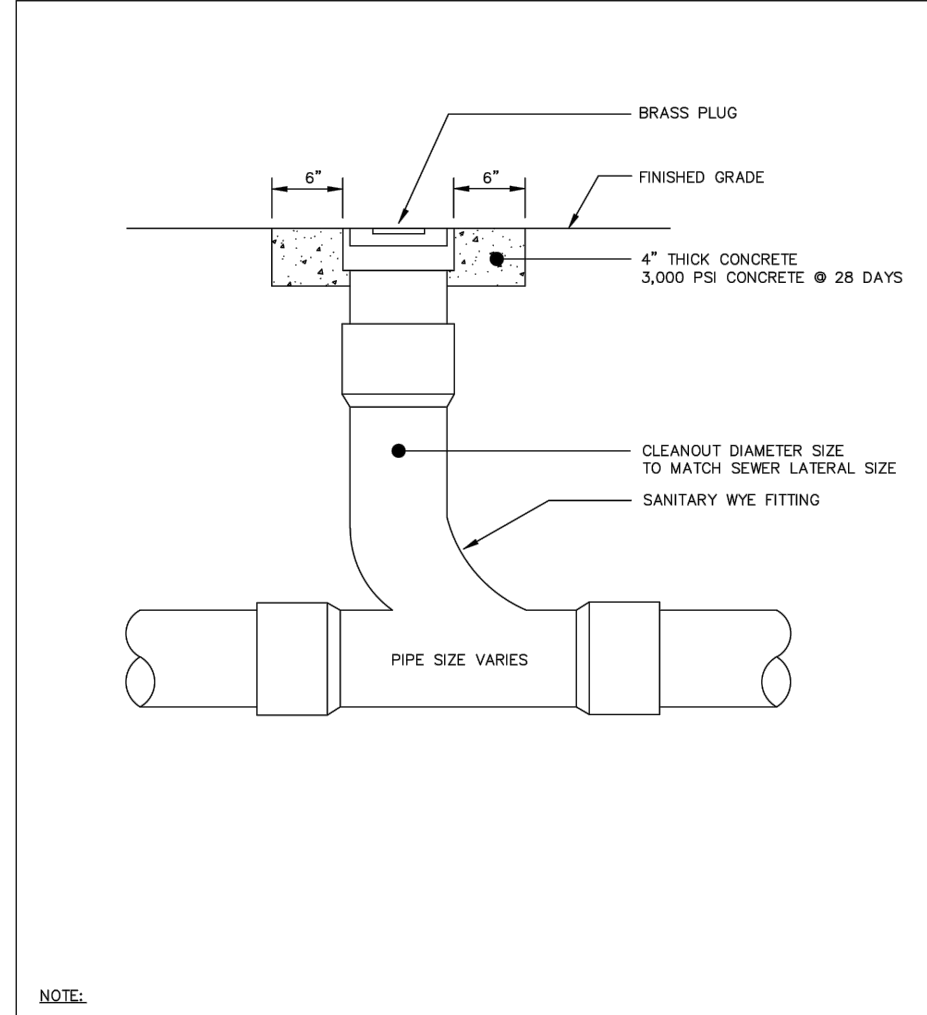
| NO. | DATE     | BY | REVISIONS | COMMENTS                               |
|-----|----------|----|-----------|----------------------------------------|
| 1   | 05-24-23 | SA | 1         | ISSUED FOR PERMIT                      |
| 2   | 05-24-23 | MT | 2         | REVISED PER CITY AND DISTRICT COMMENTS |
| 3   | 05-26-23 | SA | 3         | REVISED PER CITY COMMENTS              |

|                         |
|-------------------------|
| PROJECT NO.: ZC 22119   |
| DESIGNED BY: BB         |
| DRAFTED BY: MT          |
| CHECKED BY: BB          |
| DRAWING FILE: 22119-DET |



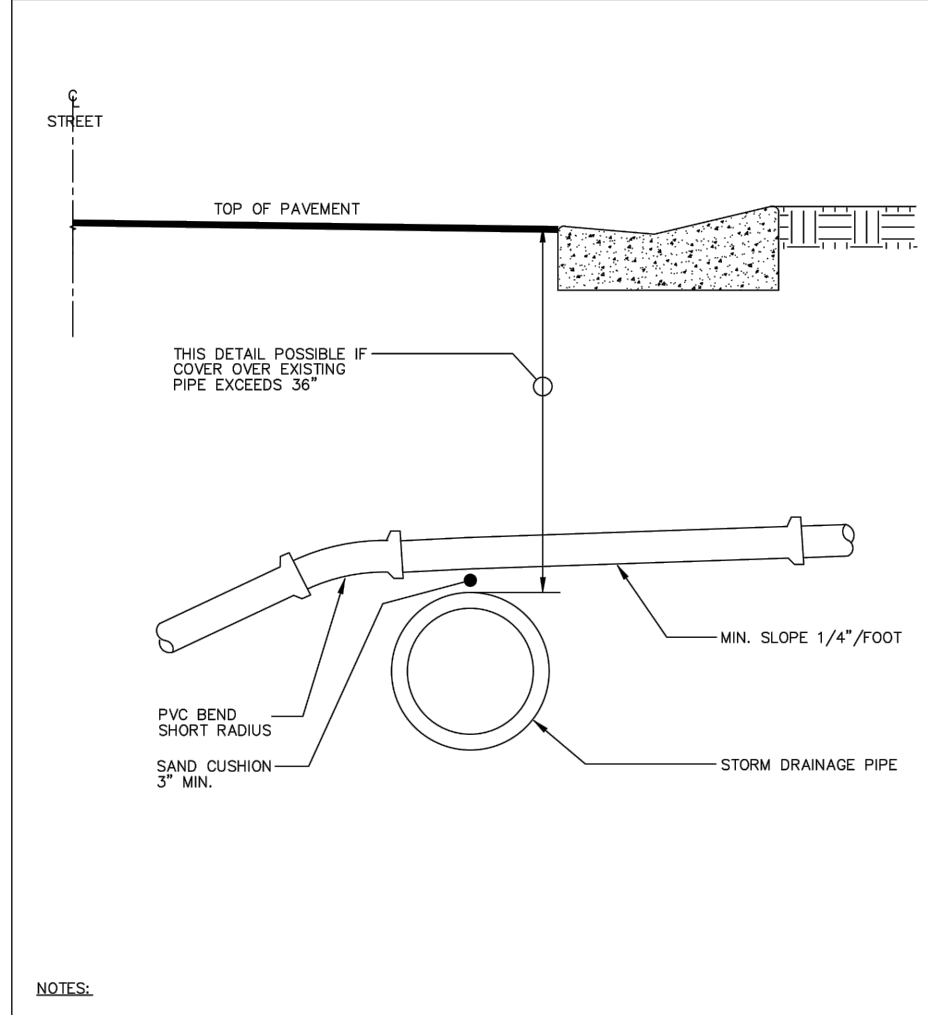


R: 22119 MCGRAW HILL STREET PROPERTY - P:\FINAL ENGINEERING PLANS\22119-DET.DWG - PRINTED: 5/27/2023 8:04 AM



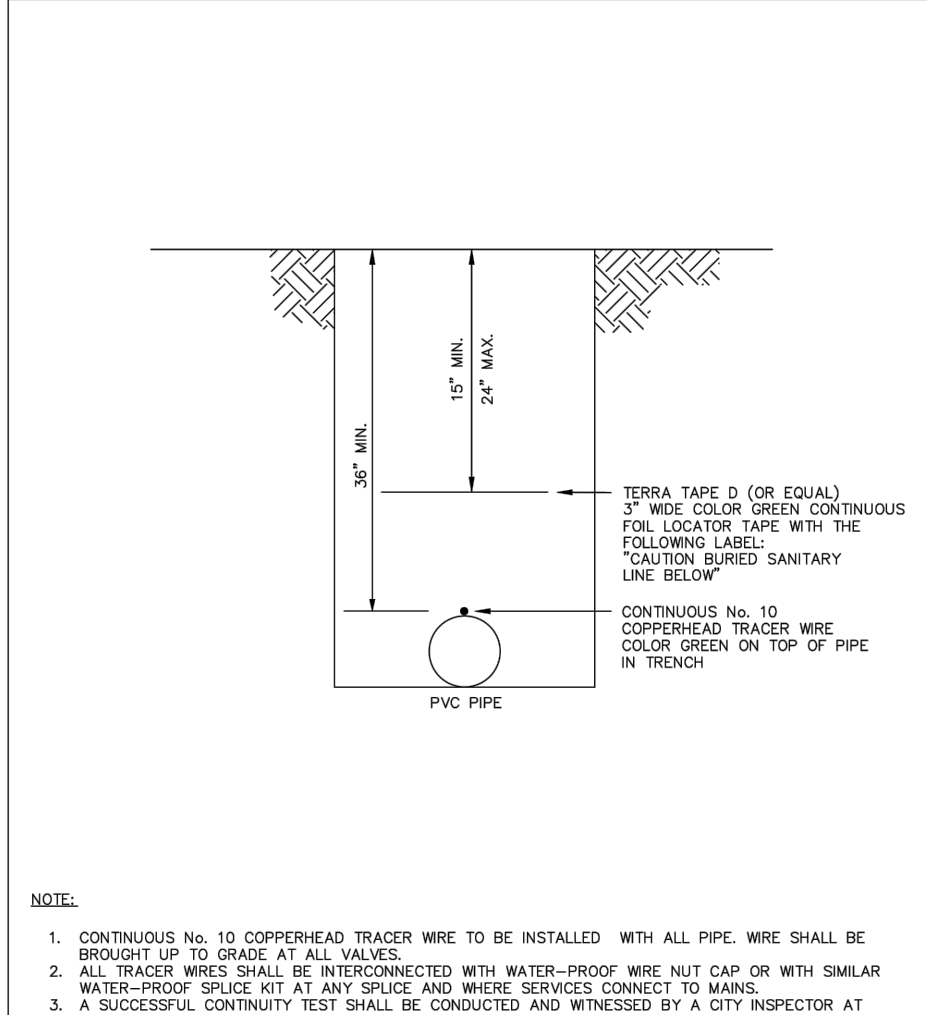
NOTE:  
1. CLEANOUT SIZE SHOULD ALWAYS MATCH MAIN LINE SIZE TO ALLOW FOR PROPER CLEANING.

FILE NAME: S12.DWG  
DETAIL REF: S-12  
REV. 12/18



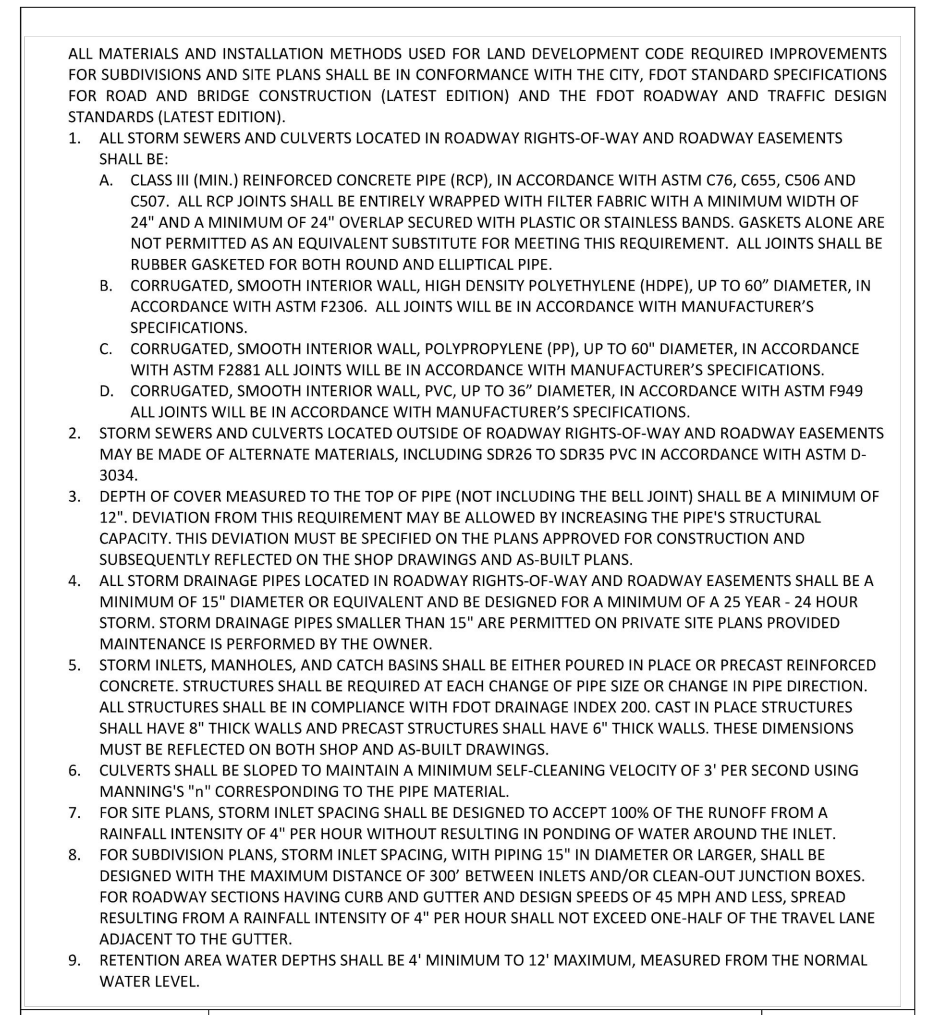
NOTE:  
1. SANITARY SEWER PIPE MATERIAL SHALL BE PVC SDR26.

FILE NAME: S13.DWG  
DETAIL REF: S-13  
REV. 12/18

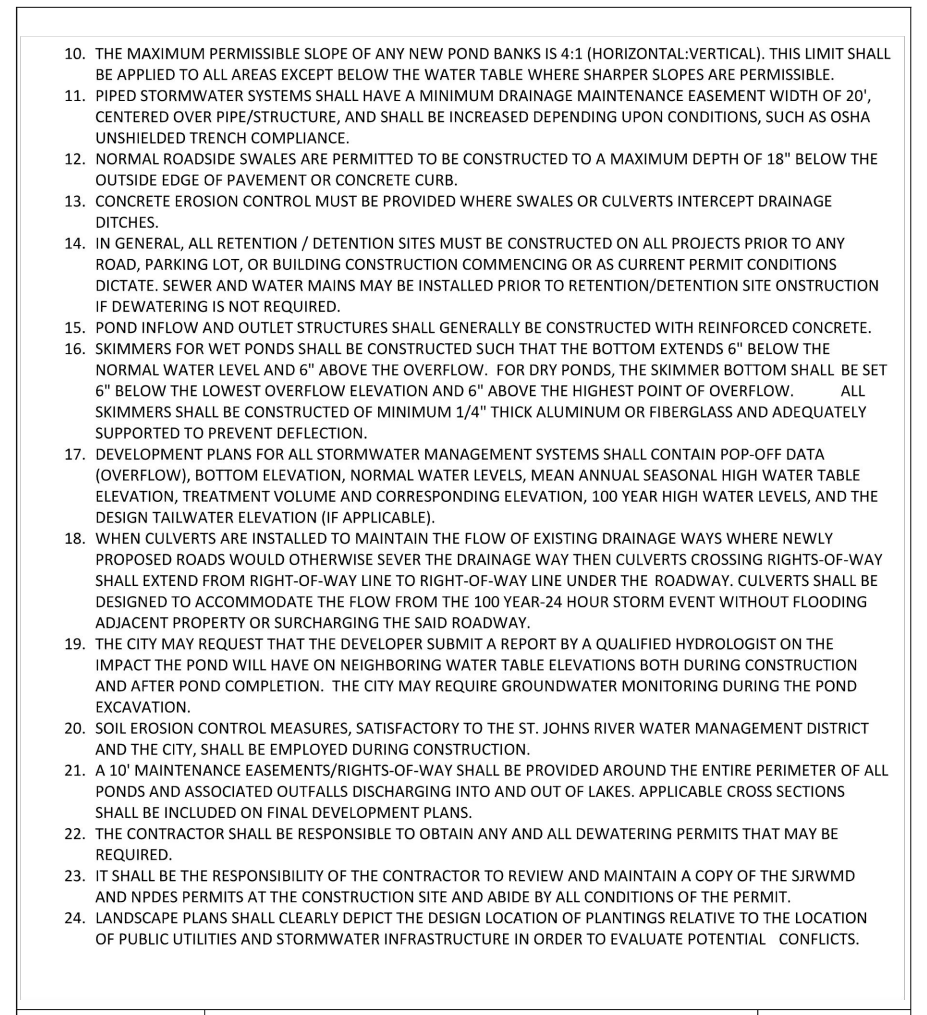


NOTE:  
1. CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES.  
2. ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER-PROOF WIRE NUT CAP OR WITH SIMILAR WATER-PROOF SPIKE KIT AT ANY SPICE AND WHERE SERVICES CONNECT TO MAINS.  
3. A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

FILE NAME: S14.DWG  
DETAIL REF: S-14  
REV. 12/18



FILE NAME: ST1.DWG  
DETAIL REF: ST-1  
REV. 12/18



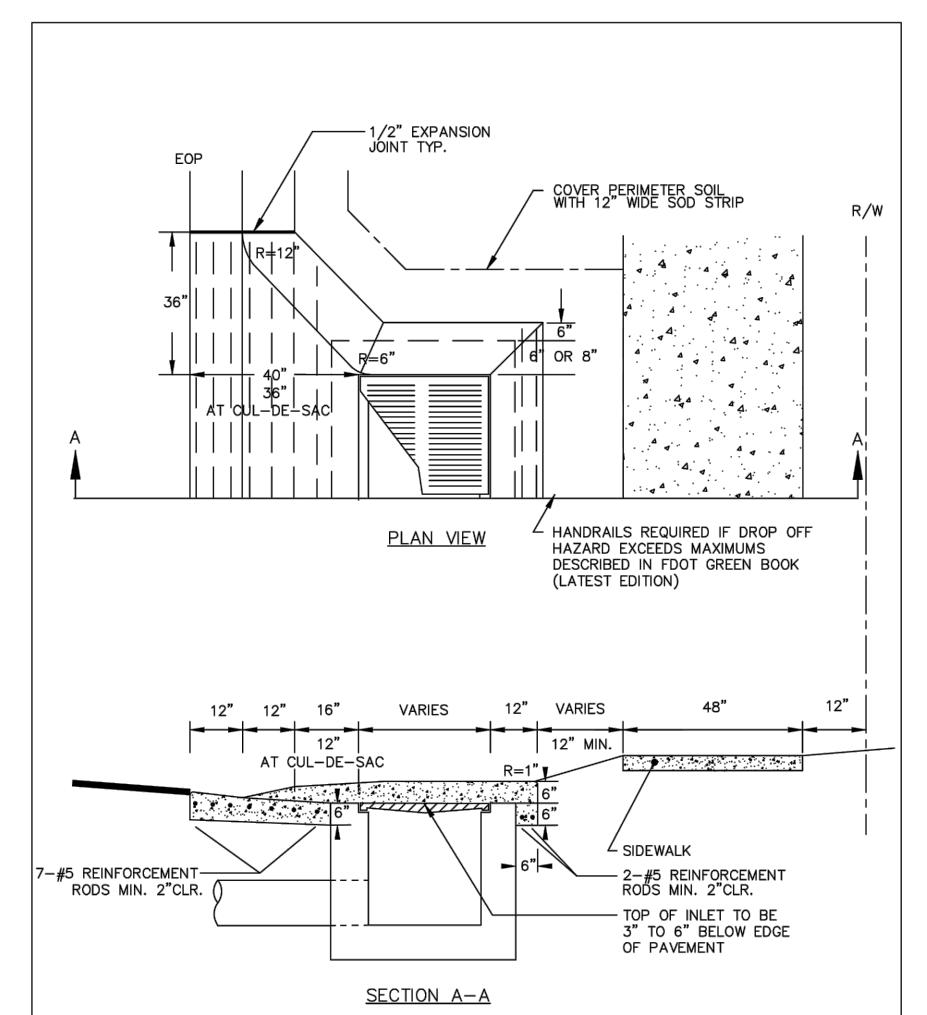
FILE NAME: ST1.DWG  
DETAIL REF: ST-1.1  
REV. 12/18

| 25. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE): |                |                                      |                       |                   |                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------|-----------------------|-------------------|-----------------------------------------|
|                                                                                                                                            | WATER          | STORM GRAVITY                        | STORM FORCE           | RECLAIM           | SANITARY GRAVITY                        |
| WATER                                                                                                                                      |                | OVER STORM GRAVITY 6", PREFERRED 12" | OVER STORM FORCE 12"  | OVER RECLAIM 12"  | OVER SANITARY GRAVITY 6", PREFERRED 12" |
| STORM GRAVITY                                                                                                                              | OVER WATER 12" |                                      | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12"              |
| STORM FORCE                                                                                                                                | OVER WATER 12" | OVER STORM GRAVITY 6"                |                       | OVER RECLAIM 12"  | OVER SANITARY GRAVITY 12"               |
| RECLAIM                                                                                                                                    | OVER WATER 12" | OVER STORM GRAVITY 6"                | OVER STORM FORCE 12"  |                   | OVER SANITARY GRAVITY 12"               |
| SANITARY GRAVITY                                                                                                                           | OVER WATER 12" | OVER STORM GRAVITY 6"                | OVER STORM FORCE 12"  | OVER RECLAIM 12"  |                                         |
| SANITARY FORCE                                                                                                                             | OVER WATER 12" | OVER STORM GRAVITY 6"                | OVER STORM FORCE 12"  | OVER RECLAIM 12"  | OVER SANITARY GRAVITY 12"               |

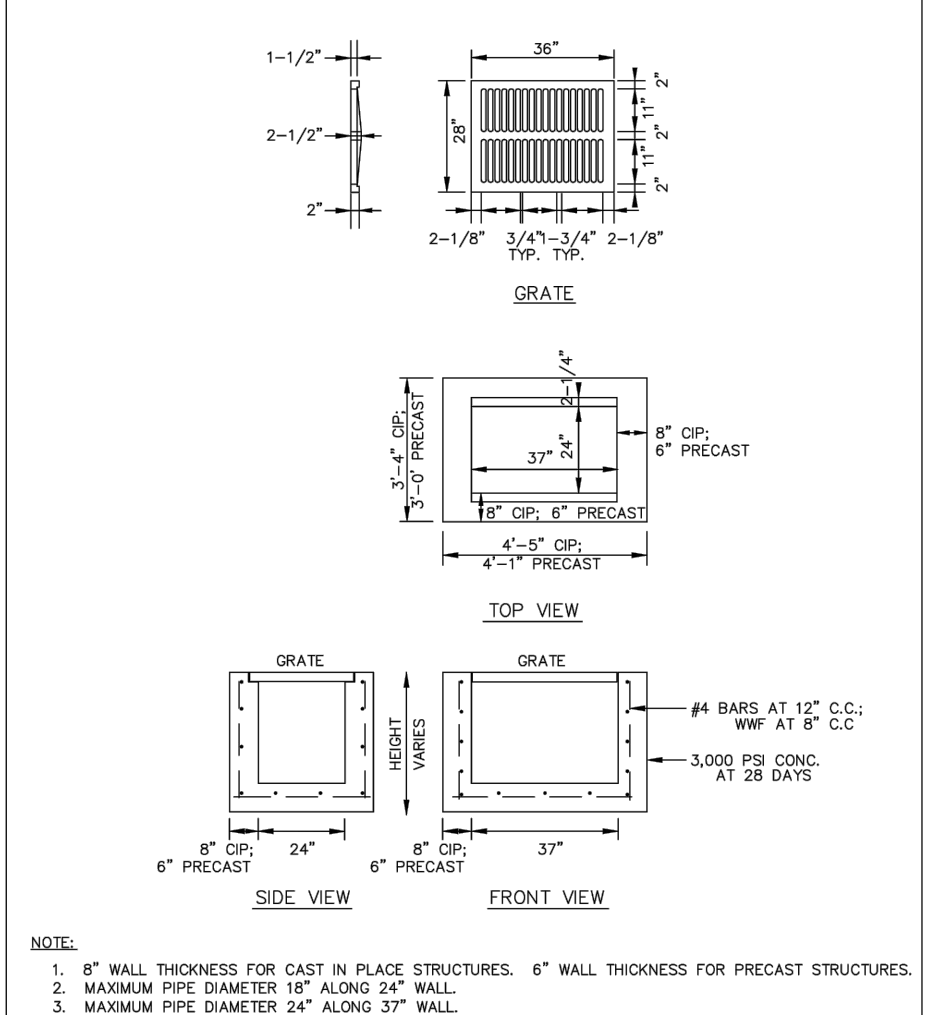
FILE NAME: ST1.DWG  
DETAIL REF: ST-1.2  
REV. 12/18

| 26. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE): |       |               |               |               |                  |
|-------------------------------------------------------------------------------------------------------------------------------------|-------|---------------|---------------|---------------|------------------|
|                                                                                                                                     | WATER | STORM GRAVITY | STORM FORCE   | RECLAIM       | SANITARY GRAVITY |
| WATER                                                                                                                               |       | 3'            | 3'            | 3'            | 6'               |
| STORM GRAVITY                                                                                                                       | 3'    |               | 3'            | 3'            | 6'               |
| STORM FORCE                                                                                                                         | 3'    | 3'            |               | 3'            | 6'               |
| RECLAIM                                                                                                                             | 3'    | 3'            | 3'            |               | 6'               |
| SANITARY GRAVITY                                                                                                                    | 6'    | PREFERRED 10' | PREFERRED 10' | PREFERRED 10' |                  |
| SANITARY FORCE                                                                                                                      | 6'    | PREFERRED 10' | PREFERRED 10' | PREFERRED 10' | PREFERRED 10'    |

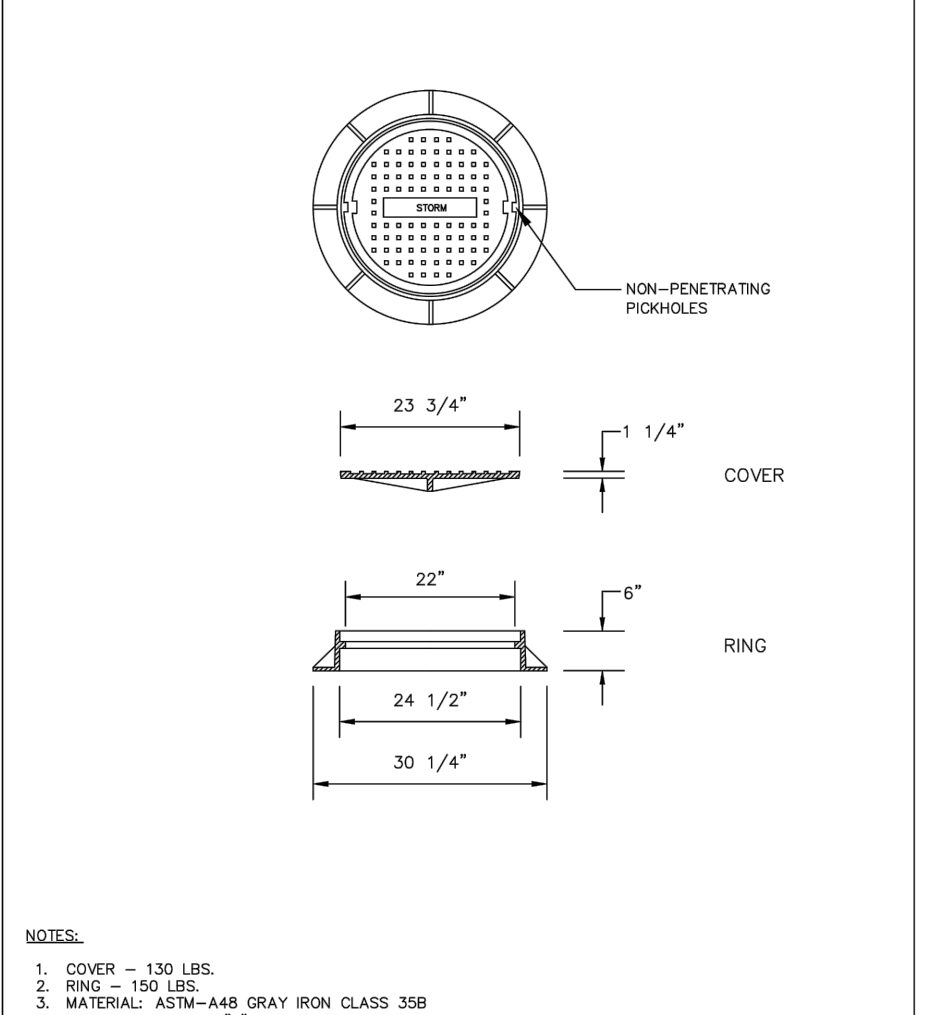
FILE NAME: ST1.DWG  
DETAIL REF: ST-1.3  
REV. 12/18



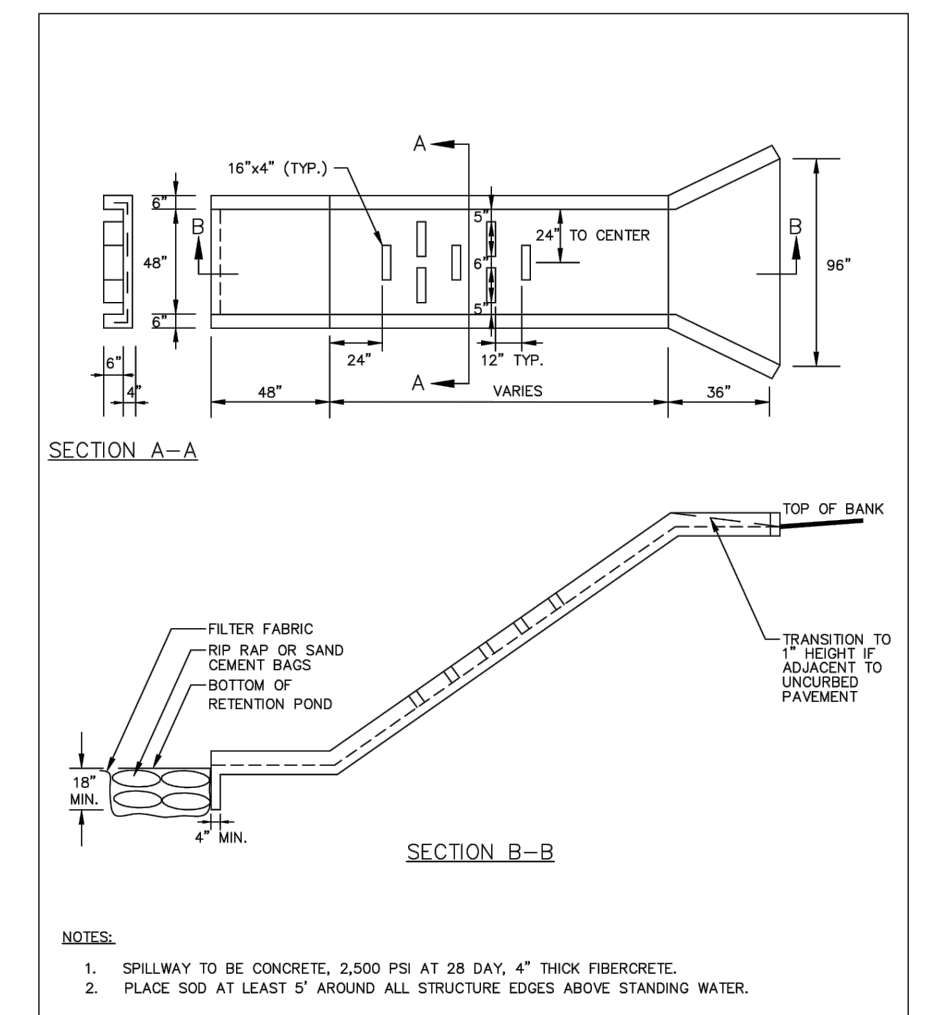
FILE NAME: ST3.DWG  
DETAIL REF: ST-3  
REV. 12/18



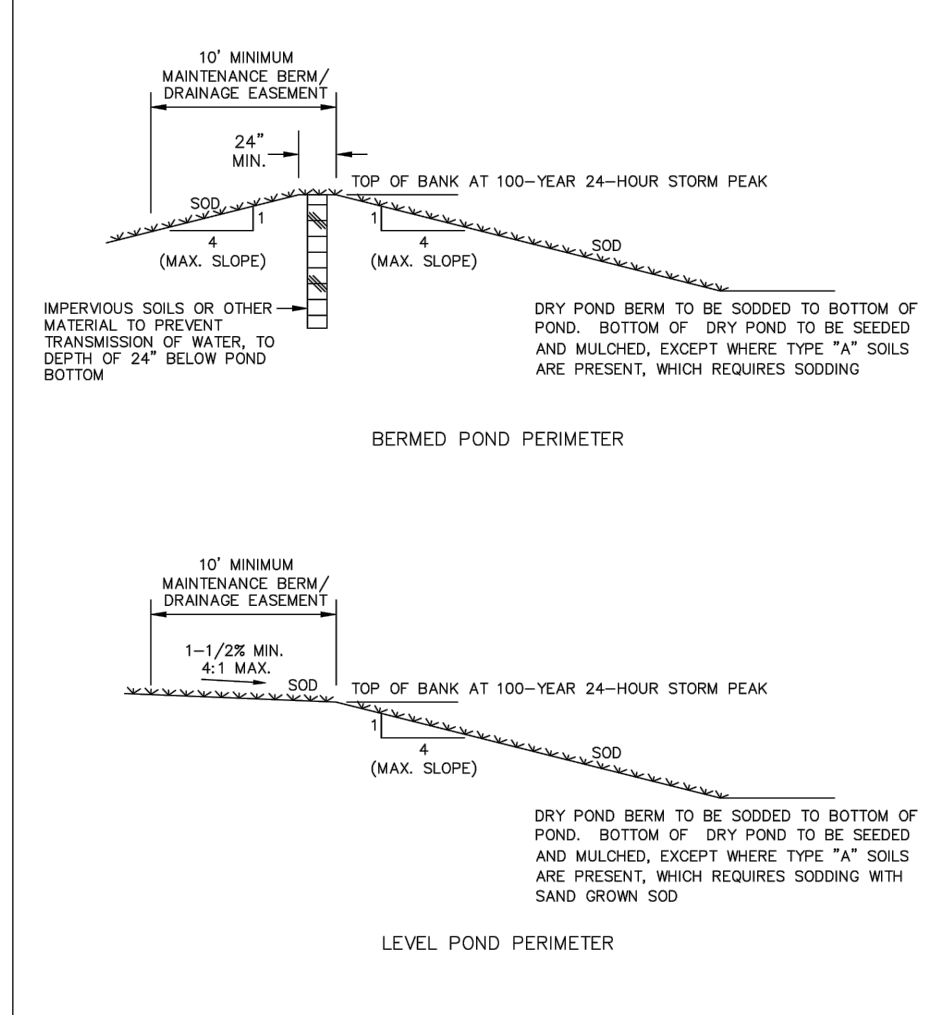
FILE NAME: ST4.DWG  
DETAIL REF: ST-4  
REV. 12/18



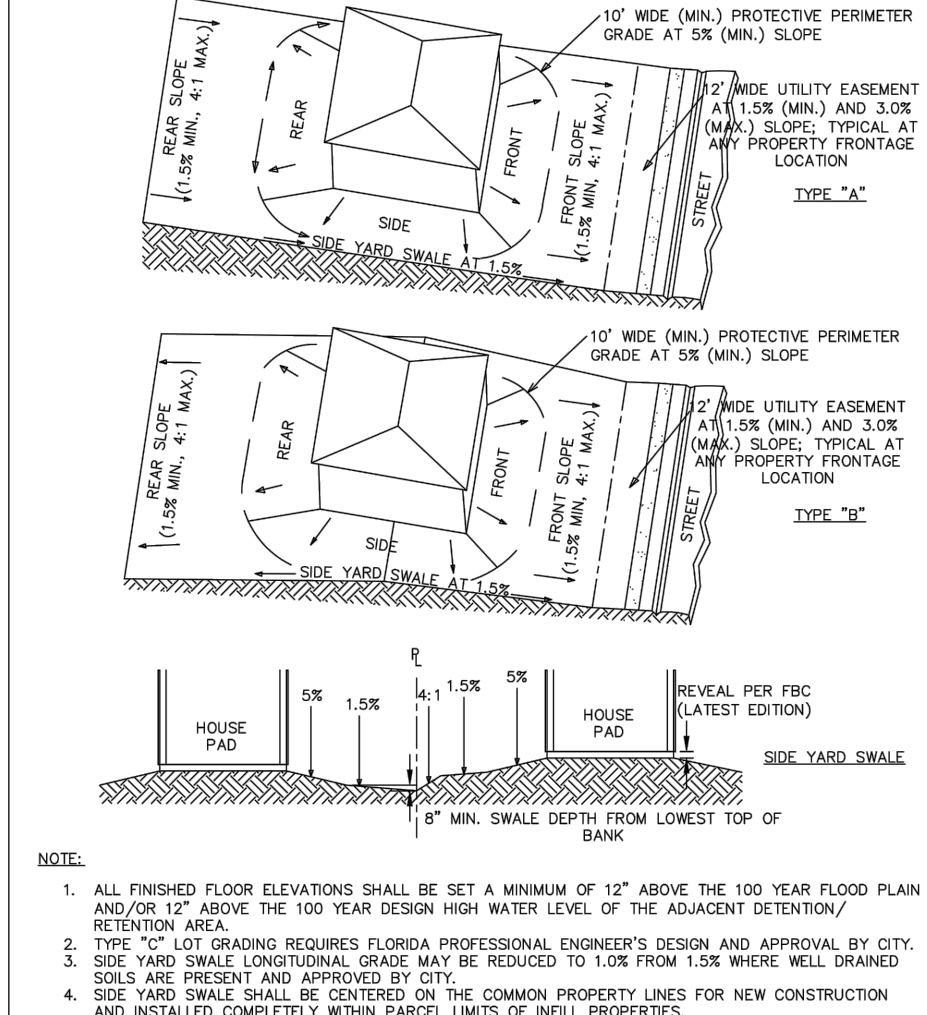
FILE NAME: ST6.DWG  
DETAIL REF: ST-6  
REV. 12/18



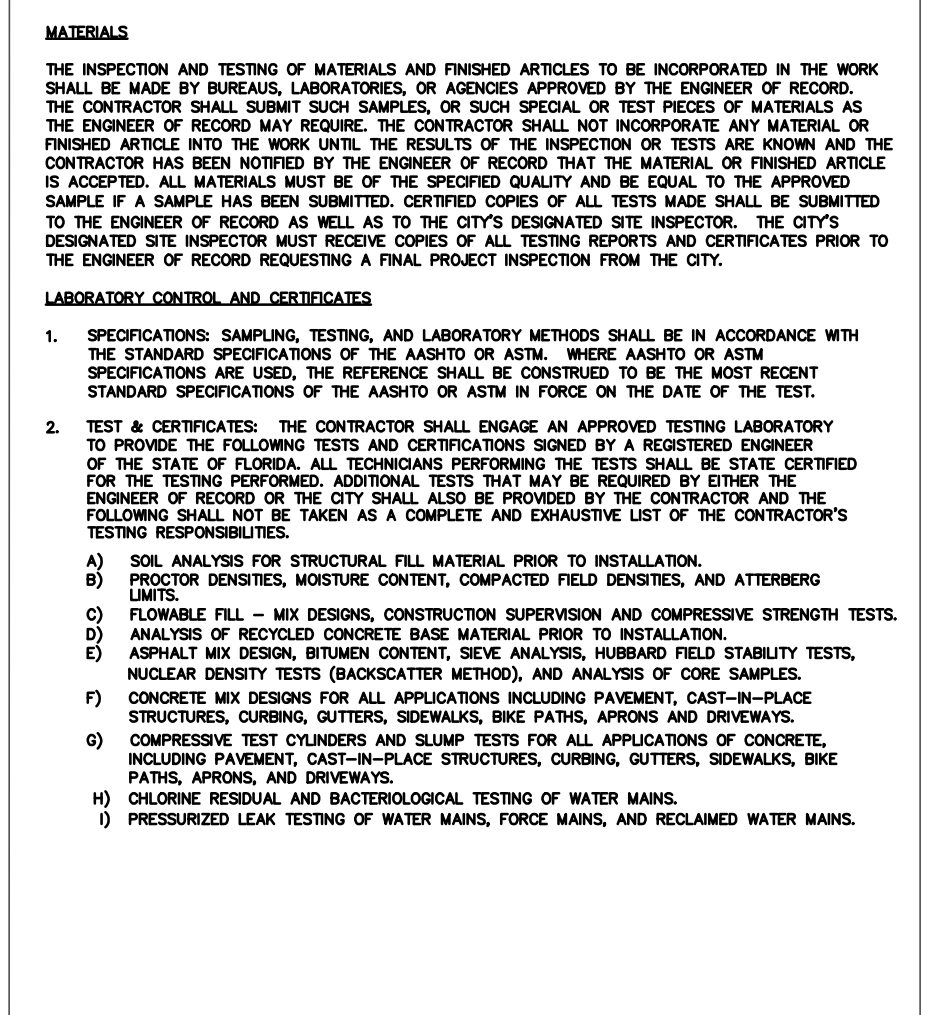
FILE NAME: ST7.DWG  
DETAIL REF: ST-7  
REV. 12/18



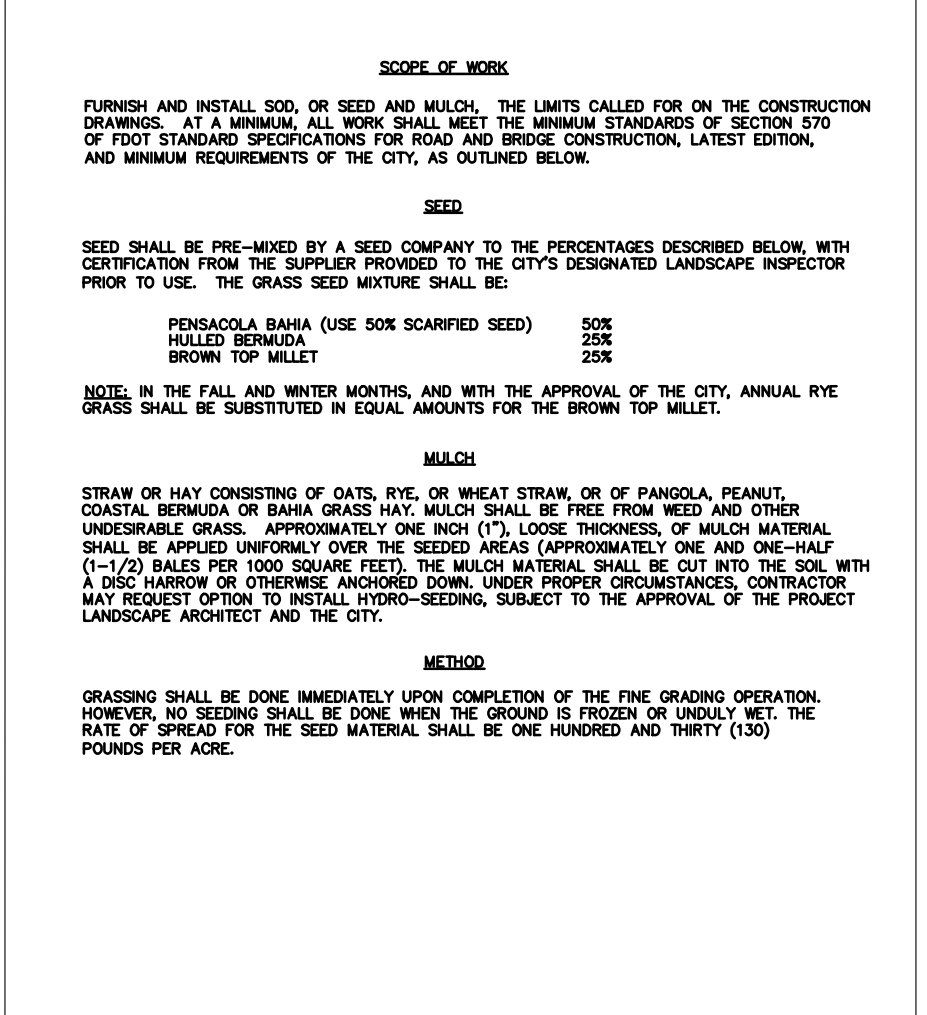
FILE NAME: ST8.DWG  
DETAIL REF: ST-8  
REV. 12/18



FILE NAME: ST10.DWG  
DETAIL REF: ST-10  
REV. 12/18



FILE NAME: M2.DWG  
DETAIL REF: M-2  
REV. 12/18



FILE NAME: M4.DWG  
DETAIL REF: M-4  
REV. 12/18

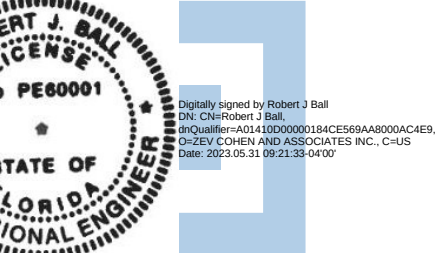


CIVIL ENGINEERING  
LANDSCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

| NO. | DATE     | BY | REVISIONS                 |
|-----|----------|----|---------------------------|
| 1   | 05-24-23 | MT | REVISED PER CITY COMMENTS |
| 2   | 05-24-23 | MT | REVISED PER CITY COMMENTS |
| 3   | 05-24-23 | SA | REVISED PER CITY COMMENTS |

# COASTAL OAKS FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

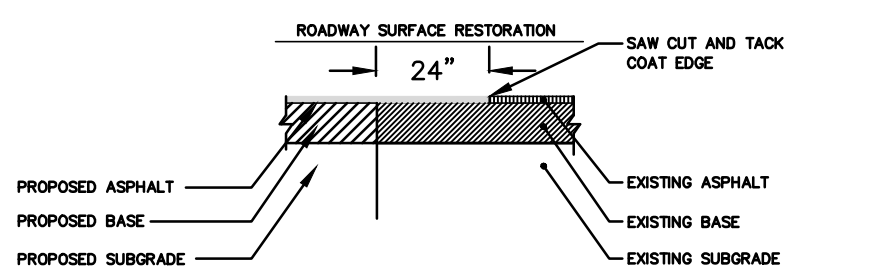
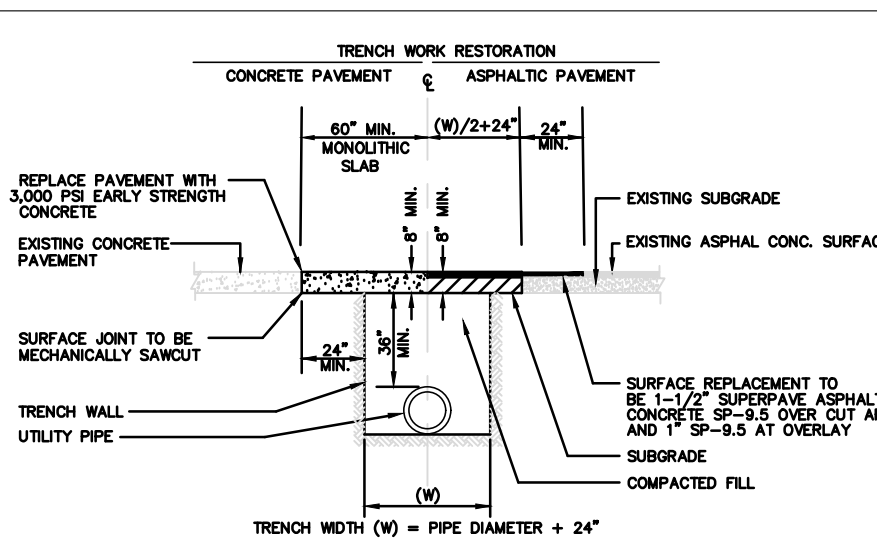
PROJECT NO: ZC 22119  
DESIGNED BY: BB  
DRAFTED BY: MT  
CHECKED BY: BB  
DRAWING FILE: 22119-DET



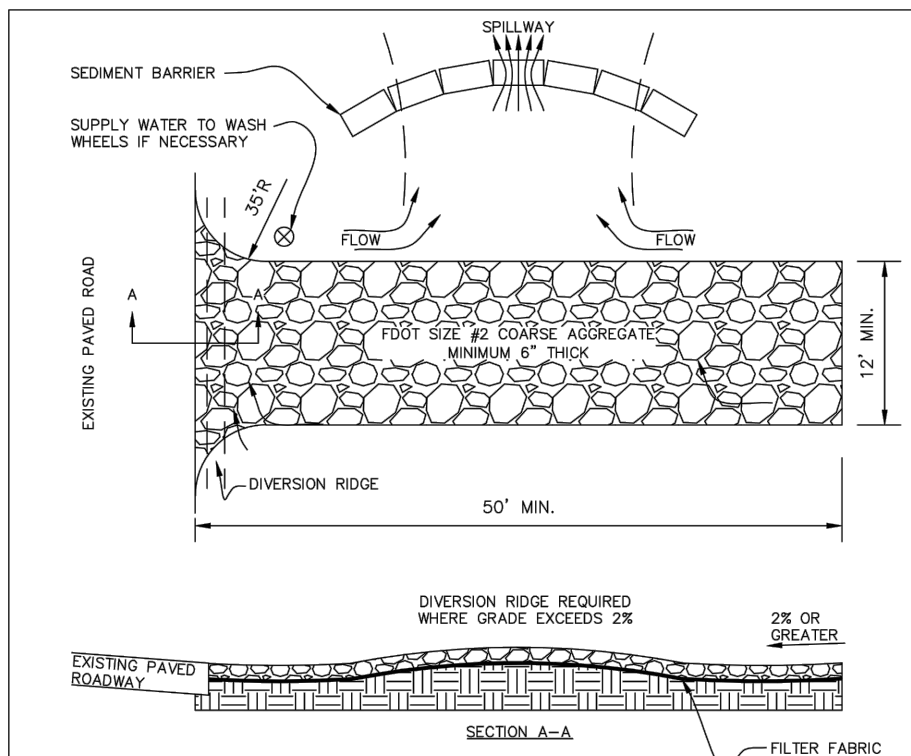


[illegible][illegible]

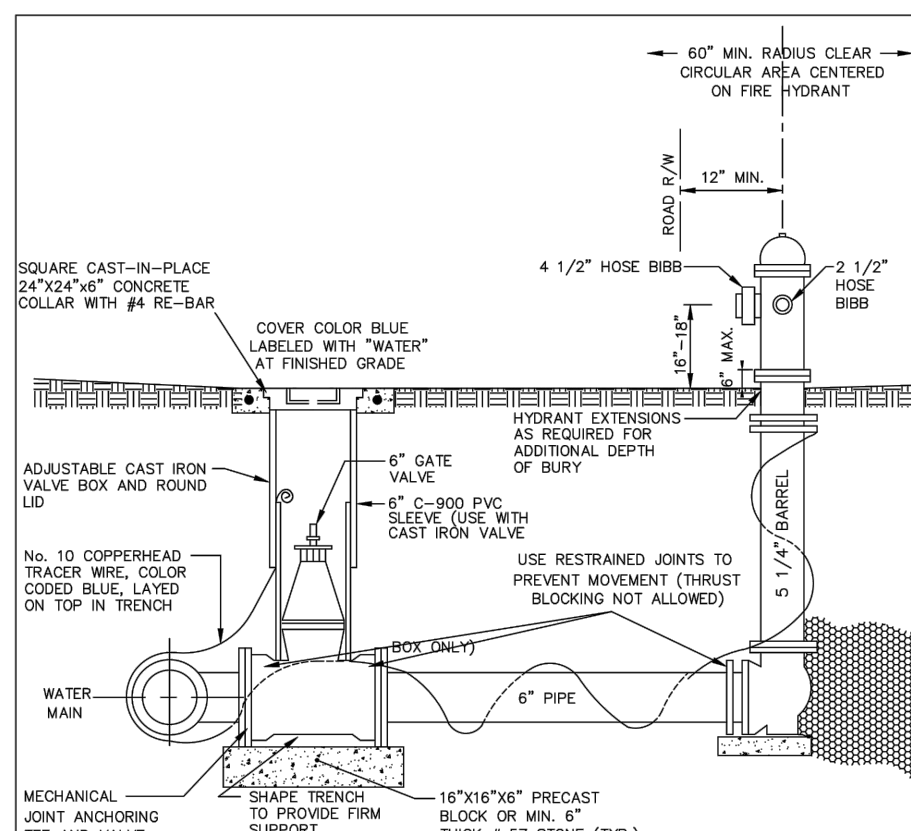
- NOTES:
1. PIPE BEDDING SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER ASPH/TEST-1700.
  2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER ASPH/TEST-1700 WITH A MINIMUM OF 10% FINE SAND.
  3. TRENCH BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAILS MAY BE REQUIRED AS DIRECTED BY THE CITY.
  4. 4" MAX FOR PIPE DIPS AND 12" MAX FOR BEDDING DIPS. ALL BEDDING DIAMETER 24" AND LARGER.
  5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
  6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
  7. ALL PERMITS AND OSHA REQUIREMENTS FOR SLOPING, SHIELDING AND BRACING SHALL BE OBTAINED BY THE CONTRACTOR.
  8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATION AND ORDINANCES. ALL RESTORATION SHALL BE IN ACCORDANCE WITH THE CITY'S RESTORATION REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.
  9. GRAVITY SENSORS SHALL UTILIZE BEDDING ROCK WHERE UNSUITABLE MATERIAL EXISTS. BEDDING ROCK SHALL BE 4" MINIMUM THICKNESS AND 12" MINIMUM DIAMETER. ALL BEDDING DIAMETER 18" AND LARGER.
  10. IN SOME AREAS, WHERE UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE, CITY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL.

[illegible]

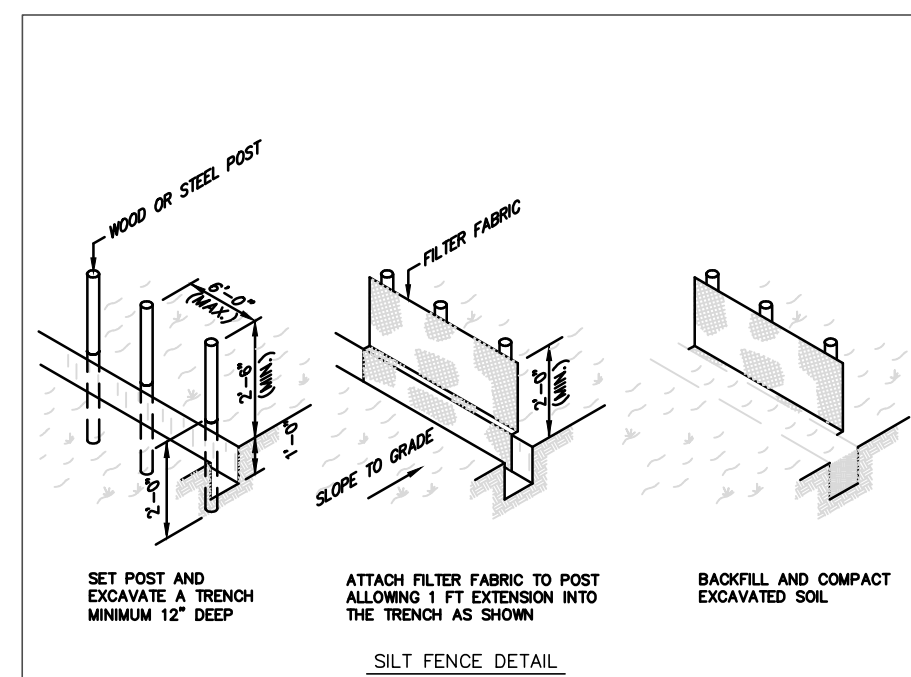
|                                                                                     |                                                             |                   |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------|
|  | <b>STANDARD CONSTRUCTION DETAIL</b><br>PAVEMENT RESTORATION | R13.DWG           |
|                                                                                     |                                                             | DETAIL REF<br>R13 |



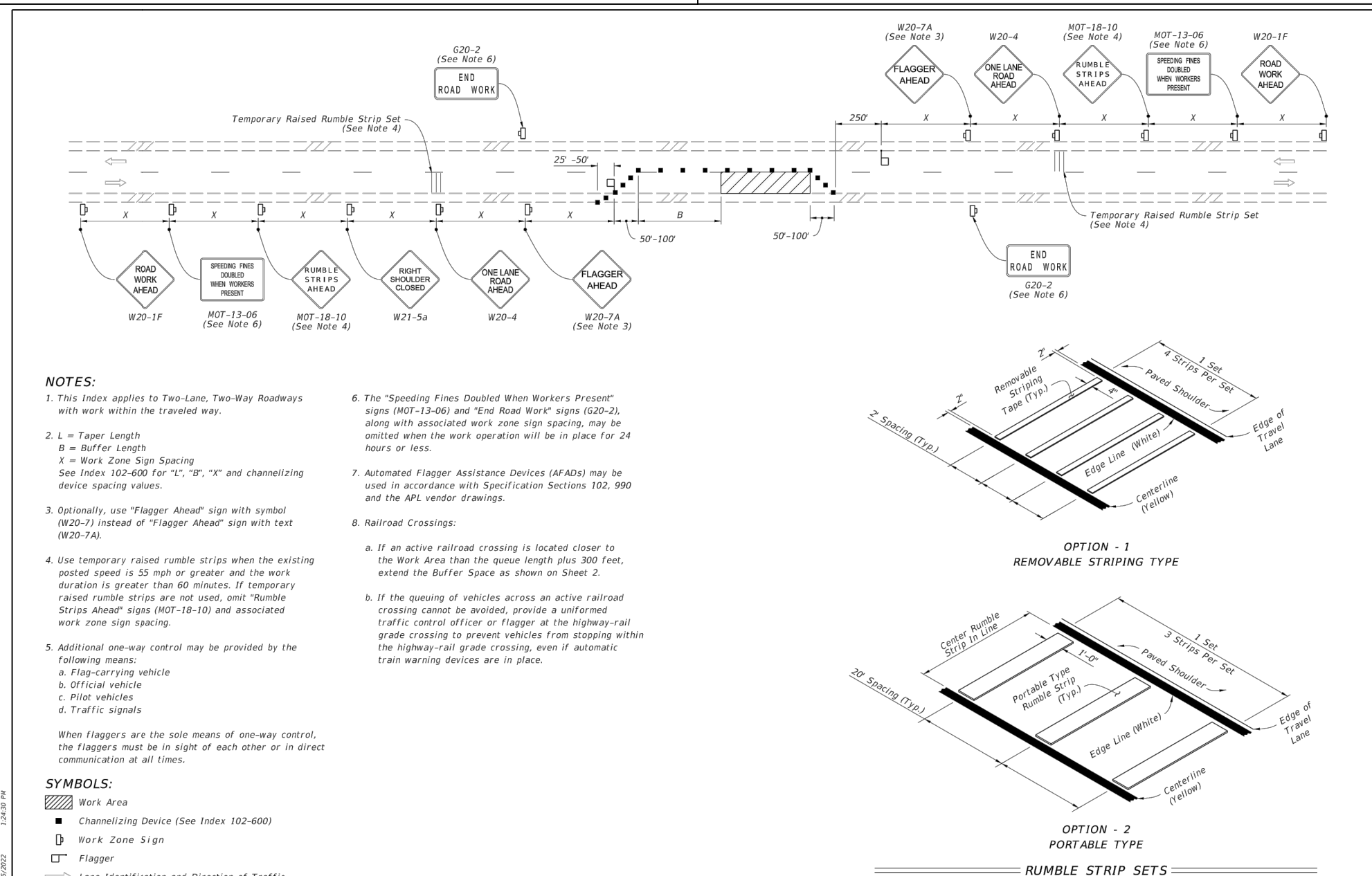
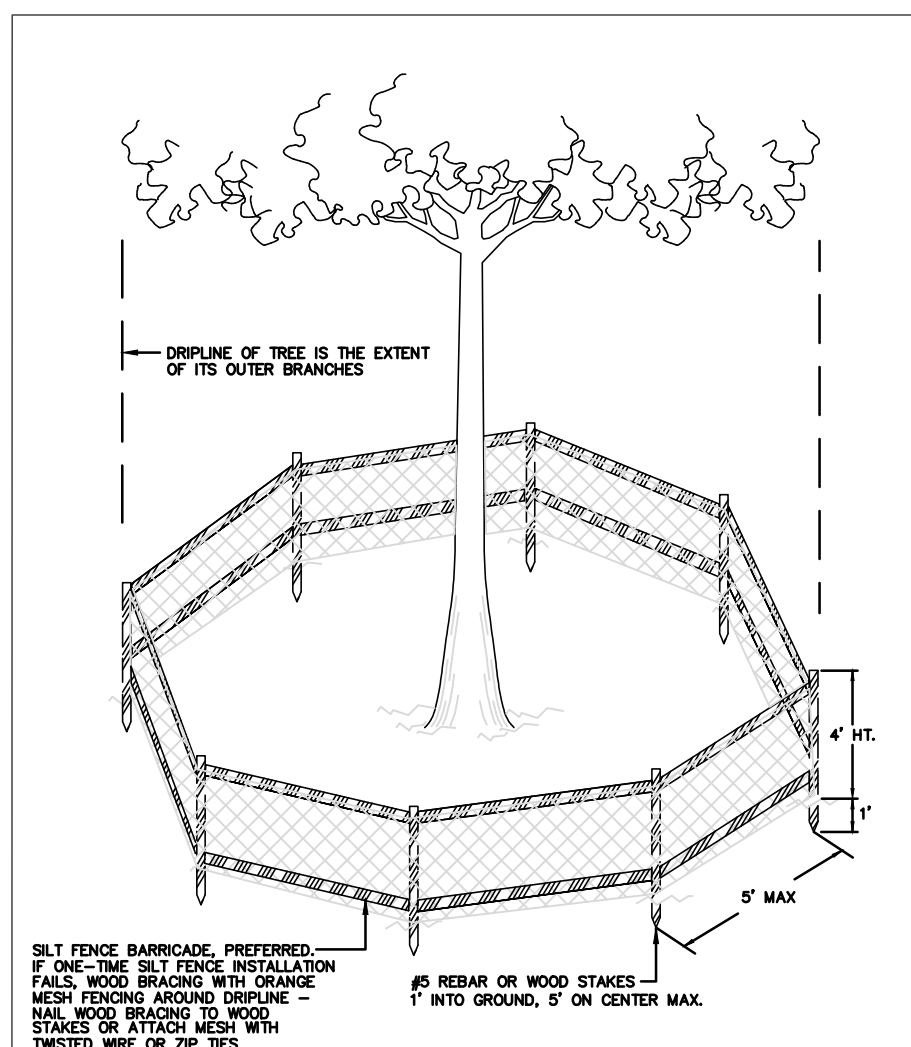
- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ON PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR REPLACEMENT OF ANY MEASURES USED TO TRAP SEDIMENT.
  2. WHEN PASSIVE MEANS FAIL TO PREVENT TRACKING OF SEDIMENT ON PUBLIC RIGHTS-OF-WAY, WHEELS SHALL BE CLEANED PRIOR TO ENTERING ON PUBLIC RIGHTS-OF-WAY.
  3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
  4. ALL MATERIALS SLOTTED, DROPPED, OR TRACKED ON PUBLIC RIGHTS-OF-WAY (INCLUDING T.G.C.E. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY, IF SO DIRECTED.
  5. A SOIL TRACKING PREVENTION DEVICE IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE TO THIS DETAIL DOES NOT FOR DETAILS.



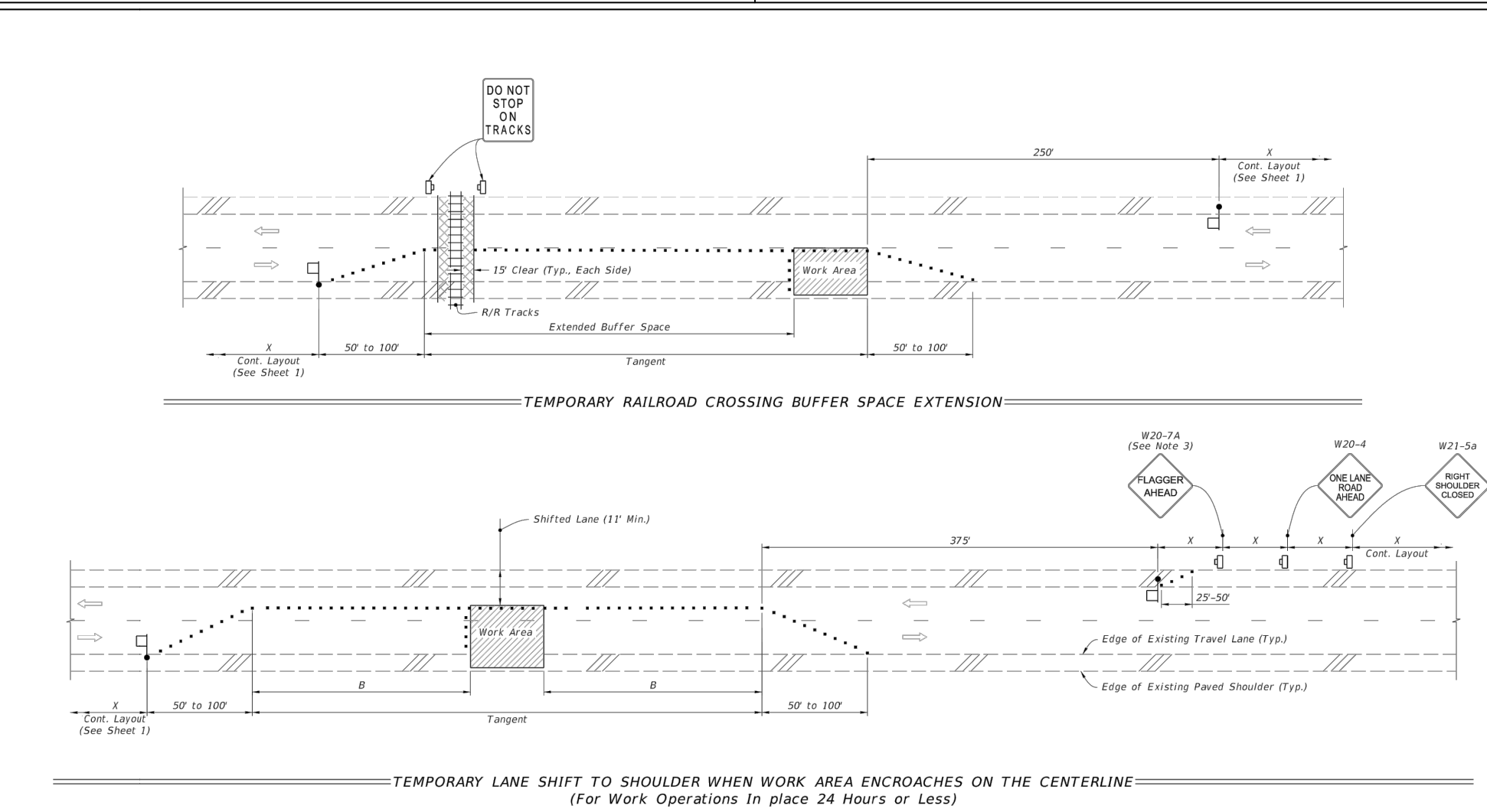
- NOTES:
1. HYDRANTS SHALL BE BREAK AWAY TYPE WITH PUMPER NOZZLE FACING STREET.
  2. HYDRANTS SHALL BE NON-DRAINING TYPE.
  3. HYDRANTS TO BE PAINTED EMERGENCY YELLOW AT MANUFACTURE-EPOXY OR POLYURETHANE.
  4. HOSE BIBBS TO BE AMERICAN STANDARD THREADS.
  5. INSTALLABLE TRIP-UP QUARTER ASSEMBLY SHALL BE 18" FOR ALL VALVES GREATER THAN 36" DEEP.
  6. INSTALL 4" SET LOC LINES OR AT CORNERS OF ROADWAY INTERSECTIONS (TYP.).
  7. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.
  8. ALL INTERNAL LIPS AND LOWERS STEEL SHALL BE MINIMUM 304 STAIN FSS STEEL GRADE.



- NOTES:**
1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (LATEST EDITION).
  2. CONTRACTOR SHALL PROVIDE SILT FENCES OR HAVE BEST MANAGEMENT PRACTICES IMPLEMENTED AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL, AND SEDIMENT CONTROL DURING CONSTRUCTION.
  3. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
  4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FOOT, AND THE SHIMADU.
  5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PRICE OF EQUIPMENT UP TO 6' WIDTH AND 15 TON TO CLEAR A CLEARANCE OF 10' TO 12'.



|                              |              |                                                                                                                    |                                                 |                  |                 |
|------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------|-----------------|
| LAST<br>REVISION<br>11/01/21 | DESCRIPTION: |  FY 2023-24<br>STANDARD PLANS | TWO-LANE, TWO-WAY<br>WORK WITHIN THE TRAVEL WAY | INDEX<br>102-603 | SHEET<br>1 of 2 |
|------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------|-----------------|



|                                                                                     |                                              |  |  |
|-------------------------------------------------------------------------------------|----------------------------------------------|--|--|
| SYMBOLS:                                                                            |                                              |  |  |
|  | Work Area                                    |  |  |
|  | Channelizing Device (See Index 102-400)      |  |  |
|  | Work Zone Sign                               |  |  |
|  | Flagger                                      |  |  |
|  | Lane Identification and Direction of Traffic |  |  |

**SPECIAL CONDITION**

TWO-LANE, TWO-WAY  
WORK WITHIN THE TRAVEL WAY

|         |        |
|---------|--------|
| INDEX   | SHEET  |
| 102-603 | 2 of 2 |



**ZEVE COHEN  
& ASSOCIATES, INC.**  
300 N. GARDEN STREET, SUITE 100  
OAKLAND BEACH, FL 33174  
[WWW.ZEVECOHEN.COM](http://WWW.ZEVECOHEN.COM)

CIVIL ENGINEERING  
SCAPE ARCHITECTURE  
ENVIRONMENTAL  
PLANNING  
TRANSPORTATION

[illegible]

# COASTAL OAKS FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

VOLUISIA COUNTY FLORIDA

CITY OF PORT ORANGE

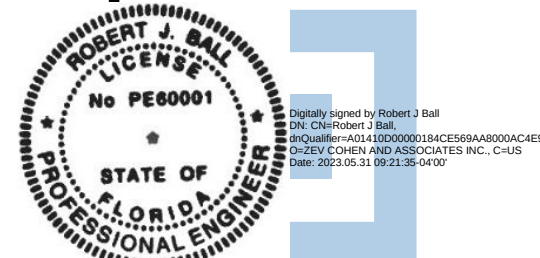
PROJECT NO: ZC 22119

DESIGNED BY: B

DRAFTED BY: MT

CHECKED BY: BB

DRAWING FILE: 22119-DE



ROBERT J. BALL, P.E., NO.60001  
NOT VALID WITHOUT SEAL

SHEET: C14 OF 15







MINIMUM ON SITE TREE

|                                                              |         |
|--------------------------------------------------------------|---------|
| TOTAL SITE ACREAGE                                           | 2.18 AC |
| MINIMUM NUMBER OF TREES REQUIRED                             | 30      |
| CALCULATION: $95,026 \text{ S.F.} / 2,500 \text{ S.F.} = 38$ |         |
| EXISTING TREES TO REMAIN                                     | 72      |

NOTE:

LOT 1 IS REQUIRED A MINIMUM 13 TREES PER LOT  
LOT 2 IS REQUIRED A MINIMUM 8 SHADE TREES PER LOT  
LOT 3 IS REQUIRED A MINIMUM 8 SHADE TREES PER LOT  
LOT 4 IS REQUIRED A MINIMUM 8 SHADE TREES PER LOT

SPECIMEN TREE REQUIREMENTS

|                                                                                  |         |
|----------------------------------------------------------------------------------|---------|
| TOTAL SITE ACREAGE                                                               | 2.18 AC |
| SPECIMEN TREES ON SITE                                                           | *23     |
| SPECIMEN TREES REQUIRED TO BE PRESERVED                                          | 10.5    |
| (CALCULATION: $23 \text{ TREES} \times 4/AC = 9 \text{ TREES}$ ) SEE TABLE BELOW |         |
| SPECIMEN TREES PRESERVED                                                         | 11      |
| * INCLUDES HISTORIC TREES                                                        |         |

|                         |                                         |
|-------------------------|-----------------------------------------|
| SPECIMEN TREES PER ACRE | EXISTING SPECIMEN TREES TO BE PRESERVED |
| 0.0-0.99                | 0%                                      |
| 1.0-1.99                | 10%                                     |
| 2.0-2.99                | 20%                                     |
| 3.0-3.99                | 30%                                     |
| 4.0-4.99                | 40%                                     |
| 5.0-5.99                | 50%                                     |
| 6.0-6.99                | 60%                                     |
| 7.0-7.99                | 70%                                     |
| 8.0-8.99                | 80%                                     |
| 9.0-9.99                | 90%                                     |
| 10.0-10.99              | 100%                                    |
| 11.0-11.99              | 110%                                    |
| 12.0-12.99              | 120%                                    |
| 13.0-13.99              | 130%                                    |
| 14.0-14.99              | 140%                                    |
| 15.0-15.99              | 150%                                    |
| 16.0-16.99              | 160%                                    |
| 17.0-17.99              | 170%                                    |
| 18.0-18.99              | 180%                                    |
| 19.0-19.99              | 190%                                    |
| 20.0-20.99              | 200%                                    |
| 21.0-21.99              | 210%                                    |
| 22.0-22.99              | 220%                                    |
| 23.0-23.99              | 230%                                    |
| 24.0-24.99              | 240%                                    |
| 25.0-25.99              | 250%                                    |
| 26.0-26.99              | 260%                                    |
| 27.0-27.99              | 270%                                    |
| 28.0-28.99              | 280%                                    |
| 29.0-29.99              | 290%                                    |
| 30.0-30.99              | 300%                                    |
| 31.0-31.99              | 310%                                    |
| 32.0-32.99              | 320%                                    |
| 33.0-33.99              | 330%                                    |
| 34.0-34.99              | 340%                                    |
| 35.0-35.99              | 350%                                    |
| 36.0-36.99              | 360%                                    |
| 37.0-37.99              | 370%                                    |
| 38.0-38.99              | 380%                                    |
| 39.0-39.99              | 390%                                    |
| 40.0-40.99              | 400%                                    |
| 41.0-41.99              | 410%                                    |
| 42.0-42.99              | 420%                                    |
| 43.0-43.99              | 430%                                    |
| 44.0-44.99              | 440%                                    |
| 45.0-45.99              | 450%                                    |
| 46.0-46.99              | 460%                                    |
| 47.0-47.99              | 470%                                    |
| 48.0-48.99              | 480%                                    |
| 49.0-49.99              | 490%                                    |
| 50.0-50.99              | 500%                                    |
| 51.0-51.99              | 510%                                    |
| 52.0-52.99              | 520%                                    |
| 53.0-53.99              | 530%                                    |
| 54.0-54.99              | 540%                                    |
| 55.0-55.99              | 550%                                    |
| 56.0-56.99              | 560%                                    |
| 57.0-57.99              | 570%                                    |
| 58.0-58.99              | 580%                                    |
| 59.0-59.99              | 590%                                    |
| 60.0-60.99              | 600%                                    |
| 61.0-61.99              | 610%                                    |
| 62.0-62.99              | 620%                                    |
| 63.0-63.99              | 630%                                    |
| 64.0-64.99              | 640%                                    |
| 65.0-65.99              | 650%                                    |
| 66.0-66.99              | 660%                                    |
| 67.0-67.99              | 670%                                    |
| 68.0-68.99              | 680%                                    |
| 69.0-69.99              | 690%                                    |
| 70.0-70.99              | 700%                                    |
| 71.0-71.99              | 710%                                    |
| 72.0-72.99              | 720%                                    |
| 73.0-73.99              | 730%                                    |
| 74.0-74.99              | 740%                                    |
| 75.0-75.99              | 750%                                    |
| 76.0-76.99              | 760%                                    |
| 77.0-77.99              | 770%                                    |
| 78.0-78.99              | 780%                                    |
| 79.0-79.99              | 790%                                    |
| 80.0-80.99              | 800%                                    |
| 81.0-81.99              | 810%                                    |
| 82.0-82.99              | 820%                                    |
| 83.0-83.99              | 830%                                    |
| 84.0-84.99              | 840%                                    |
| 85.0-85.99              | 850%                                    |
| 86.0-86.99              | 860%                                    |
| 87.0-87.99              | 870%                                    |
| 88.0-88.99              | 880%                                    |
| 89.0-89.99              | 890%                                    |
| 90.0-90.99              | 900%                                    |
| 91.0-91.99              | 910%                                    |
| 92.0-92.99              | 920%                                    |
| 93.0-93.99              | 930%                                    |
| 94.0-94.99              | 940%                                    |
| 95.0-95.99              | 950%                                    |
| 96.0-96.99              | 960%                                    |
| 97.0-97.99              | 970%                                    |
| 98.0-98.99              | 980%                                    |
| 99.0-99.99              | 990%                                    |
| 100.0-100.99            | 1000%                                   |

SHRUBS REQUIRED PER LOT:  
LOT 1 IS REQUIRED 20 SHRUBS  
LOT 2 IS REQUIRED 12 SHRUBS  
LOT 3 IS REQUIRED 12 SHRUBS  
LOT 4 IS REQUIRED 12 SHRUBS

| Section C: Mitigation for healthy Specimen trees |        |               |          |    |              |
|--------------------------------------------------|--------|---------------|----------|----|--------------|
| Qty.                                             | Size   | # Replacement | Subtotal |    |              |
| 2                                                | 12-16" | 2             | 4        | or | \$ 1,357.56  |
| 7                                                | 17-24" | 3             | 21       | or | \$ 7,127.19  |
| 2                                                | 25-32" | 4             | 8        | or | \$ 2,715.12  |
| 2                                                | 33-40" | 5             | 10       | or | \$ 3,393.90  |
| 2                                                | 41" +  | 6             | 12       | or | \$ 4,072.68  |
| Total Replacement Trees = 43                     |        |               |          |    | \$ 14,593.77 |

Replacement trees shall be minimum (4") four-inch caliper, 14 feet high  
\* REPLACEMENT SHALL BE MET BY EXISTING TREE TO BE PRESERVED (72)

TREE LEGEND

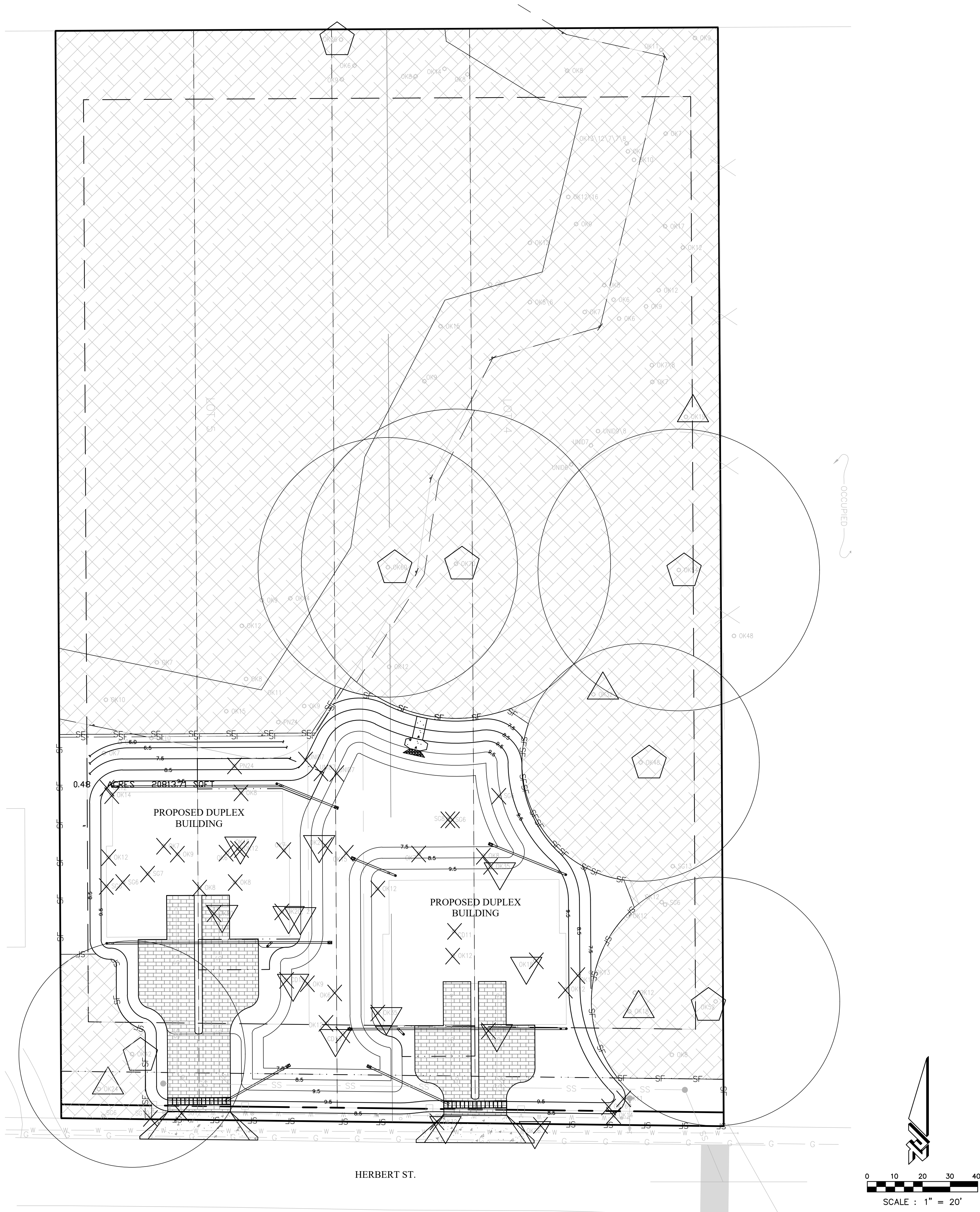
|      |                   |
|------|-------------------|
| CD   | CEDAR TREE        |
| OK   | LIVE OAK TREE     |
| SG   | SWEET GUM TREE    |
| UNID | UNIDENTIFIED TREE |

15% NATURAL PRESERVATION

|                                                                |         |
|----------------------------------------------------------------|---------|
| TOTAL SITE ACREAGE                                             | 2.18 AC |
| TOTAL PRESERVATION AREA REQUIRED                               | .33 AC  |
| (CALCULATION: $2.18 \text{ AC} \times 15\% = .33 \text{ AC}$ ) |         |
| UNDISTURBED NATURAL PRESERVATION AREA                          | 1.56 AC |

LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE TO REMAIN
- EXISTING HISTORIC TREE TO BE REMOVED
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

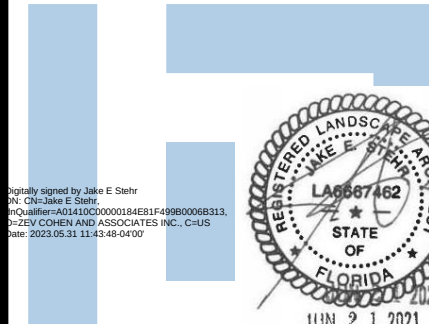


| NO. | DATE     | BY | SUBMITTALS / REVISIONS                 |
|-----|----------|----|----------------------------------------|
| 1   | 04-24-23 | MT | REVISED PER CITY AND DISTRICT COMMENTS |
| 2   | 05-26-23 | SA | REVISED PER CITY COMMENTS              |

**COASTAL OAKS**  
**FINAL ENGINEERING PLANS**  
**TREE PROTECTION PLAN & DETAILS**

PROJECT NO.: ZC 22119  
DESIGNED BY: SMG  
DRAFTED BY: SMG  
CHECKED BY: JES

DRAWING FILE: 22119-TP  
XREF'S: 22119-BASE.DWG  
XREF'S: 22119-SURV.DWG







Carmen J. Balgobin, Ed.D  
Superintendent of Schools

## EXHIBIT B

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman  
Mrs. Anita Burnette, Vice Chairman  
Mr. Ruben Colón  
Mr. Carl Persis  
Mrs. Jessie Thompson

February 9, 2023

Mr. Robert Ball, P.E.  
Zev Cohen & Associates, Inc  
300 Interchange Blvd, Suite C  
Ormond Beach, FL 32174

RE : Coastal Oaks – City of Port Orange  
School Capacity Review # 23-01-13-001-X

Dear Mr. Ball:

The school district reviewed the information submitted for the 2.18 +/- acre parcel located at or near the intersection of Herbert St and 5th St within Port Orange city limits. The information provided in the school capacity application for the project known as Coastal Oaks indicates a total of four (4) multi-family townhome units.

Pursuant to the First Amendment to the Interlocal Agreement for Public School Facility Planning in effect since July 1, 2007, a subdivision of equal to or less than ten (10) lots receives an exemption status from school concurrency. Regardless of the exemption status, all residential projects must be reported to the school district for inclusion in the School Concurrency Management System. Thank you for submitting as required.

Should you need additional information, please contact me at (386) 947-8786 ext. 50709.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie B. Doster", is written over a light blue circular stamp.

Stephanie B. Doster  
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools  
Ron Young, Director of Planning & Construction  
Gwen Perney, Principal Planner, City of Port Orange  
Lisa V. Divina, VCSB Planning Services Project File



# VCSB Schools Impacted by Development

## School Concurrency Review -

### Coastal Oaks



Created by Facilities Planning Service  
January 2023

