



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 12, 2023

AGENDA

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

A. OPENING

1. Invocation by Pastor David Troxler of First Christian Church
2. Pledge of Allegiance
3. Roll Call
4. Appointments to Council Committees for 2024

B. CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. December 5, 2023 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval to award a Standard Contract for Services for dry cleaning services for the Police and Fire Departments to GR Inflection Point Ventures, Inc. d/b/a Diamond Cleaners of Port Orange
 - b. Approval of Task Authorization No. 1 with Halifax Paving, Inc. under Piggyback Agreement CA8207 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of South Peninsula Drive in the amount of \$103,714.40
 - c. Approval of Task Authorization No. 1 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement

Management Program) for the reconstruction/resurfacing of Madeline Avenue in the amount of \$451,375.73

- d. Approval of Task Authorization No. 2 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Town West Blvd. in the amount of \$1,510,873.70 and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed \$50,000.00
 - e. Approval of Amendment No.1 to Standard Contract for Services dated March 14, 2017, with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, Inc. (CA5252) for Biosolids Hauling and Disposal
 - f. Approval of Amendment No. 1 to Task Authorization No. 13 with Kimley Horn and Associates, Inc. for Professional Planning Services related to the review and update of the City's Comprehensive Plan
- 9. Approval of the 2024 Public Hearing and Development Review Calendars
 - 10. Acceptance of the 2023 Annual Concurrency Management Report
 - 11. Approval of FDOT/City of Port Orange Causeway/Down Under Lease Agreement Addendum No. 2
 - 12. Approval of Lease Extension with Cellco Partnership d/b/a Verizon Wireless for a communication tower (VZW 132567) on property located within Cambridge Acres
 - 13. Resolution No. 23-68 - Approval of First Quarter Budget Amendments for Fiscal Year 2023-2024

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

E. COUNCIL COMMENTS

- 14. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

- 15. Fiscal Year 2022 - 2023, Fourth Quarter Financial Report
- 16. Civil Service Board Appointments

G. PUBLIC HEARING

- 17. Second Reading - Ordinance No. 2023-18 - Land Development Code Amendment/Chapters 2, 3, 9, and 10 - Code Clean-Up Amendment (CASE NO.: DCAM-23-0002)

H. ADDITIONAL ITEMS

- 18. City Attorney
- 19. City Manager

I. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. First Step Shelter - Mayor Don Burnette
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette
- c. River to Sea TPO - Vice Mayor Reed Foley
- d. Arthaus - Vice Mayor Reed Foley

J. ADJOURNMENT

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



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



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (A4) Appointments to Council Committees for 2024

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to nominate a Council Member to each committee.

SUMMARY: Below is a listing of committees and the current Council Member assigned to each committee:

ArtHaus – Reed Foley
General Employees Retirement Trust Fund – Scott Stiltner
River to Sea Transportation Planning Organization – Reed Foley
Municipal Firefighters Pension Board – Reed Foley
Municipal Police Officers Retirement Trust – Drew Bastian
Port Orange-South Daytona Chamber of Commerce – Don Burnette
Roundtable of Elected Officials - Don Burnette
First Step - Don Burnette

Appointments will need to be made for service on these committees for 2024.

PRESENTER: Robin Fenwick

ATTACHMENTS:

Tracee Cody	Created/Initiated - 11/20/2023
Wayne Clark	Approved - 11/21/2023
Tracee Cody	Final Approval - 11/21/2023

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
DECEMBER 5, 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 Nathan Buker of Victorious Life Church

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, Matt Jones Deputy City Clerk, Tracee Cody

4. Election of Vice Mayor for 2024

Motion to nominate Councilman Scott Stiltner for Vice Mayor was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

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

7. Approval of Minutes

a. November 14, 2023 - Regular City Council Meeting

8. Bid Awards and Contract Items
 - a. Approval of Contract to Purchase 819 Madeline Avenue
 - b. Approval of the Sponsorship Agreement with Advent Health for a \$50,000.00 contribution toward the replacement of the gym floors for REC Courts 2 and 3
9. Amendment to Easement - 3350 Ridgewood Avenue
10. Approval of the 2024 City Council Meeting Calendar
11. Resolution No. 23-59 - Volusia ECHO Grant Application for City Center Playground Improvement
12. Resolution No. 23-62 - Cybersecurity Framework
13. Resolution No. 23-64- Approval of Grant Agreement for \$1,000,000 with Florida Department of Environmental Protection for the Ridgewood Avenue & North Commonwealth Water Main Replacement
14. Resolution No. 23-66- Approval of Grant Agreement for \$2,500,000 with Florida Department of Environmental Protection for the Sewer Force Main Halifax River Crossing

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

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

15. Comments/Concerns from Council Members

Councilman Scott Stiltner read Ben Talluto's obituary into the record, who was former member and Vice Mayor of Council and who served on the Port Orange Town Center Community Redevelopment Agency.

Vice Mayor Reed Foley thanked the staff for a job well done on the Christmas Parade and also thanked Atlantic Marine and Gary Yeoman Ford. Vice Mayor Foley further thanked staff for their hard work on bringing forth Item #8a, Contract to Purchase of 819 Madeline Avenue, to help out with flooding and drainage issues. Lastly, he advised Council that he would be absent at the December 12 City Council & Town Center CRA Joint Special meeting, but wanted to express his support of the extension to Bristol for the Riverwalk project "based on the environment that is around us".

Councilman Tracy Grubbs spoke about mailing costs associated with utility billing and

would like to urge residents to receive electronic bills or possibly pay a surcharge for regular mail.

Mayor Don Burnette requested staff to add utility billing as a discussion item on the January 9 agenda for further direction. Mayor Burnette also mentioned Cops for Christmas is still accepting donations.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Golf Advisory Board Report

Richard Lee, Chairman of the Golf Advisory Board, provided details from their recent meetings.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2023-11 - Amending Chapter 2 Administration - Finance - Payments for Utilities

Mayor Don Burnette read Ordinance No. 2023-11.

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, SECTION 2-240 RELATED TO PAYMENTS FOR UTILITIES TO REVISE THE LATE PAYMENT PENALTY, ESTABLISH A DELINQUENT FEE, AND EXPAND THE AUTHORITY OF THE CITY MANAGER TO MAKE UTILITY BILLING ADJUSTMENTS; ESTABLISHING A NEW SECTION 2-242 AUTHORIZING DELINQUENT ACCOUNT PAYMENT PLANS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SCRIVENERS ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2023-11 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

18. Second Reading - Ordinance No. 2023-16 - Land Development Code Amendment/Chapter 21 - Update to City Impact Fees (Case No. DCAM-23-0001)

Mayor Don Burnette read Ordinance No. 2023-16.

ORDINANCE NO. 2023-16

AN ORDINANCE OF CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING AND CONSOLIDATING CERTAIN PROVISIONS OF CHAPTER 21 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO IMPACT FEES IMPOSED BY THE CITY OTHER THAN WATER AND SEWER DEVELOPMENT FEES; PROVIDING FOR UNIFORMITY AND CONSISTENCY OF IMPACT FEE ADMINISTRATION AND PROCEDURES; PROVIDING FOR REORGANIZATION, REVISIONS, ADDITIONS AND DELETIONS TO EFFECTUATE CONSOLIDATION OF THE IMPACT FEE CODE PROVISIONS; ADOPTING UPDATED SCHEDULES OF FIRE/RESCUE IMPACT FEES, TRANSPORTATION IMPACT FEES, AND PARKS AND RECREATION IMPACT FEES; PROVIDING FOR THE IMPOSITION OF POLICE IMPACT FEES; ADOPTING A SCHEDULE OF POLICE IMPACT FEES AND CLASSIFYING USES OF PROPERTY SUBJECT TO SUCH IMPACT FEES; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION AND FINDINGS; PROVIDING FOR THE USE OF IMPACT FEE MONIES COLLECTED; PROVIDING FOR EXEMPTIONS IN CONNECTION WITH IMPACT FEES; PROVIDING FOR THE CALCULATION OF ALTERNATIVE IMPACT FEES; PROVIDING FOR CHANGES OF SIZE AND USE; PROVIDING FOR PAYMENT AND COLLECTION OF IMPACT FEES; PROVIDING FOR IMPACT FEE CREDITS; REQUIRING PERIODIC REVIEW OF IMPACT FEE STUDIES AND THIS ORDINANCE; DECLARATION OF EXCLUSION FROM THE ADMINISTRATIVE PROCEDURE ACT; PROVIDING FOR NOTICE OF THE UPDATED SCHEDULES OF FIRE/RESCUE IMPACT FEES, TRANSPORTATION IMPACT FEES, AND PARKS AND RECREATION IMPACT FEES AND FOR THE IMPOSITION OF POLICE IMPACT FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2023-16 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

19. Second Reading - Ordinance No. 2023-17 - Second Amendment to Restated First Amendment to the Master Development Agreement for Nova Depot Planned Commercial Development

Mayor Don Burnette read Ordinance No. 2023-17.

ORDINANCE NO. 2023-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2023-17 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

20. City Attorney

Matt Jones, City Attorney, spoke about a national class action lawsuit involving all public water systems and provided information on the process. His recommendation was to stay in the class and the consensus of Council was to continue as is.

21. City Manager

Wayne Clark, City Manager, told Council that Bristol representatives would be in town next week available for meetings, if needed. Mr. Clark also spoke about the unusable soccer and baseball field at City Center due to soil issues and will update Council at the beginning of the year with solutions.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. Fire Pension Board - Vice Mayor Reed Foley

Vice Mayor Reed Foley discussed the details of their recent meeting.

b. Police Pension Board - Councilman Drew Bastian

Councilman Drew Bastian discussed details from their recent meeting.

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

Councilman Scott Stiltner was not able to attend but mentioned the market value of the board.

ADJOURNMENT – 7:14 p.m.

Mayor Donald O. Burnette

Attest:

Tracee Cody
Deputy City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C8a) Approval to award a Standard Contract for Services for dry cleaning services for the Police and Fire Departments to GR Inflection Point Ventures, Inc. d/b/a Diamond Cleaners of Port Orange

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to award and approve the Standard Contract for Services for dry cleaning services for the Police and Fire Departments to GR Inflection Point Ventures, Inc. d/b/a Diamond Cleaners of Port Orange, for an amount not to exceed the appropriated budget and to authorize the Mayor and City Clerk to execute the contract documents.

SUMMARY: The City received two (2) quotes out of four (4) companies contacted for dry cleaning services at the police and fire departments. The scope of work is for thrice weekly pickup and delivery of uniforms for police and fire personnel. Alterations and mending services for uniforms are also to be provided by the vendor. After close evaluation and review of the two quote submittals, staff recommends awarding it to the lowest responsive bidder, GR Inflection Point Ventures, Inc. d/b/a Diamond Cleaners of Port Orange. The Police Department budget for dry cleaning services is \$30,000 for the current fiscal year, and the Fire Department budget for dry cleaning services is \$1,100 for the current fiscal year.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	GR Inflectionpoint Ventures, LLC dba Diamond Cleaners of Port Orange Standard Contract for Services	GR Inflectionpoint Ventures, LLC dba Diamond Cleaners of Port Orange Standard Contract for Services.pdf
2.	Dry Cleaning Scope of Work	Dry Cleaning Scope of Work.pdf
3.	Diamond Cleaners Quote - Dry Cleaning Services	Diamond Cleaners Quote - Dry Cleaning Services.pdf

Eric Fisher
Manuel Marino
John McKinney

Created/Initiated - 10/25/2023
Approved - 10/26/2023
Approved - 11/1/2023

Matthew Jones

Approved - 11/29/2023

Wayne Clark

Approved - 12/1/2023

Tracee Cody

Final Approval - 12/1/2023



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 **GR INFLECTIONPOINT VENTURES, INC. d/b/a DIAMOND CLEANERS OF PORT ORANGE** ("Contractor"), a Florida corporation whose principal address is 132 Joyelle Circle, Daytona Beach, Florida 32124. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide laundry and dry cleaning of garments for the City's Police and Fire Departments, and as more specifically described in the Scope of Services and Contractor's signed Quote Form, 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.

- (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 City. The term for Dry Cleaning Services shall commence on January 16, 2024 and continue until January 15, 2025 ("Term").

Renewals: This Contract may be renewed at the end of the initial term for up to three (3) one-year periods, upon mutual written agreement of the Parties, budget appropriation, and City Manager approval.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," in an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

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

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

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

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr></table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.						
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

18. Inspection

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

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

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

19. Liability for Loss or Damage.

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is

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

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

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

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

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

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: Manuel Marino, Police Chief
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5870

Contractor: GR Inflectionpoint Ventures, LLC d/b/a Diamond Cleaners of Port Orange
Attention: Zahi Chehaitli, President
132 Joyelle Circle
Daytona Beach, Florida 32124
(386) 788-7482 – Telephone
(386) 383-0939
zchehaitli@earthlink.net – E-Mail

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

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.

Witnesses:

GR INFLECTIONPOINT VENTURES, LLC
d/b/a DIAMOND CLEANERS OF PORT ORANGE

Printed Name:_____

By:_____

Zahi Chehaitli, President

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

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

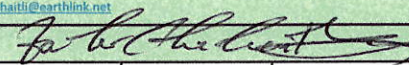
Scope of Service and Contractor's Quote Form

Consisting of 3 Pages



CITY OF PORT ORANGE
QUOTE FORM
DRY CLEANING SERVICES

Complete all fields shaded in green.

NAME OF BUSINESS:		Diamond Cleaners of Port Orange			
CONTACT PERSON:		Zack Chehaitli			
EMAIL ADDRESS:		zchehaitli@earthlink.net			
AUTHORIZED SIGNATURE:					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	MONTHLY/ANNUALLY	UNIT PRICE	EXTENDED PRICE
POLICE DEPARTMENT					
1	Pants/Trousers	225	Monthly	\$ 4.00	\$ 900.00
2	Pullover/Polo/Golf Style Shirts (Uniform & Plain)	225	Monthly	\$ 3.00	\$ 675.00
3	Short Sleeve Button-Up Uniform Shirts	25	Monthly	\$ 3.00	\$ 75.00
4	Long Sleeve Button-Up Shirts	15	Monthly	\$ 3.00	\$ 45.00
5	Repairs/Alterations/Mending	5	Monthly	\$ 9.78	\$ 48.90
6	Jail Jumpsuits	20	Annually	\$ 5.87	\$ 117.40
7	Winter Jackets	20	Annually	\$ 5.87	\$ 117.40
8	Ties	10	Annually	\$ 2.00	\$ 20.00
9	Female Blouses	10	Annually	\$ 3.00	\$ 30.00
10	Sport Coats (Suit Jackets)	5	Annually	\$ 3.25	\$ 16.25
				POLICE DEPARTMENT SUBTOTAL:	\$ 2,044.95
FIRE DEPARTMENT					
1	Button-Up Uniform Shirts	10	Monthly	\$ 3.00	\$ 30.00
2	Trousers	10	Monthly	\$ 4.00	\$ 40.00
3	Repairs/Alterations/Mending	25	Annually	\$ 9.78	\$ 244.50
4	Jackets	10	Annually	\$ 3.25	\$ 32.50
				FIRE DEPARTMENT SUBTOTAL:	\$ 347.00
				TOTAL QUOTE:	\$ 2,391.95

SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting quotes for the provision of laundry and dry cleaning of garments for the City's Police and Fire Departments.

SCOPE OF WORK:

DRY CLEANING SERVICES FOR POLICE AND FIRE DEPARTMENT PERSONNEL UNIFORMS

Cleaning and laundering of department personnel garments, as listed below, to be cleaned, laundered, returned odorless and pressed.

The uniform/laundry cleaning for the Police Department will be for police officer uniforms, detectives, administrative personnel, community service officer uniforms, animal control uniforms, VIP uniforms, and shall consist of the following: short sleeve and long sleeve button up shirts (uniform and plain), polo/golf style shirts (uniform and plain), pants/trousers, ties, winter coats, female blouses, suit coats and jail jumpsuits. **All uniformed personnel and detective clothing shall be cleaned, laundered, and pressed unless otherwise indicated by the individual customer or the garment's cleaning instructions.** Starch is necessary for the non-uniform shirts unless indicated by the individual customer. It is requested that an "odor free" chemical, if available, be used for the dry-cleaning of all required items.

The uniforms for the Fire Department consist of trousers/pants, shirts (long sleeve and short sleeve), polo/golf shirts and jackets, sometimes with liners. They also have a dress uniform that consists of a suit coat and pants.

In addition to the dry cleaning/laundrying, the successful vendor/firm must also be able to provide alterations and mending services on site for the following: hemming of pants/trousers, button replacement, zipper repair or replacement, seam and tear mending and sewing on of department patches. Alterations, mending services not mentioned above must receive written authorization from the department representative or their designee prior to any alterations. Alterations/mending services carry a **five (5) calendar day** turnaround time frame exclusive of nationally recognized holidays. A dry-cleaning receipt slip shall be provided by the vendor for each individual who turn garments in for clothing cleaning service of any kind so there is a record/copy for the contractor and the City.

Any garment that has been dropped off but not returned by the contractor within fourteen (14) calendar days will be deemed lost. The contractor will replace the garment at their expense. An invoice will be provided by the department to the contractor for payment.

DELIVERY:

Turnaround time for the laundry cleaning service for both the Police (uniformed and non-uniformed personnel) and Fire Departments uniforms must be returned within **five (5) calendar days maximum** excluding nationally recognized holidays. The Police Department and Fire Department requires their laundry to be picked up and delivered three (3) times per week (*schedule of days to be agreeable between respective parties but generally Mon, Wed and Fri*) from the locations listed below. A specific laundry area/room will be provided for this service at both facilities. The dry-cleaning vendor shall supply the racks for holding the clean laundry, alphabetical designators, laundry bags (*one per employee plus spares will need to be issued at start of contract period at no additional cost*) for soiled laundry, a commercial hamper to hold the laundry bags and a supply of dry-cleaning tickets. When an employee turns in soiled clothing in a laundry bag, an empty laundry bag will be returned each time with the clean clothing.

Delivery Locations:

The Police Department is located at 4545 Clyde Morris Blvd, Port Orange, Florida, 32129. The Fire Department is located at 1090 City Center Boulevard Port Orange, Florida, 32129.

Payment:

Monthly invoices must be submitted to each individual department no later than the tenth (10) of the following month to allow the using departments and Accounts Payable ample time to process the payments in a timely fashion. Invoices must be accompanied by the signed tickets with the clothing pieces itemized.

Term:

The term of this contract will be for a one (1) year period. The contract may be renewed for an additional three (3) one (1) year periods of time, if mutually agreeable with all parties.

Background Check:

The police department dry cleaning room is in a secure area of the building. Dry-cleaning service employees who will be picking up and dropping off dry-cleaning must take a one hour, online, security training course, have their fingerprints taken and successfully complete a background check. Under no circumstances may any employee who has not completed this process enter the secure area of the building without escort.

Quantities:

The following is an **estimated** breakdown of laundry/dry cleaning services required by each department:

POLICE DEPARTMENT

Pants/Trousers	225 estimated monthly
Pullover/Polo/Golf Style Shirts (<i>Uniform & Plain</i>)	225 estimated monthly
Short Sleeve Button up Shirts (<i>Uniform & Plain</i>)	25 estimated monthly
Long Sleeve Button up Shirts (<i>Uniform & Plain</i>)	15 estimated monthly
Repairs/Alterations/Mending	5 estimated monthly
Jail Jumpsuits	20 estimated annually
Winter Jackets	20 estimated annually
Female Blouses	10 estimated annually
Ties	10 estimated annually
Sport Coats (<i>Suit Jackets</i>)	5 estimated annually

FIRE DEPARTMENT

Button up Shirts	10 estimated monthly
Trousers	10 estimated monthly
Jackets	10 estimated annually
Repairs/Alterations/Mending	25 estimated annually

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Long Sleeve Button up Shirts (<i>Uniform & Plain</i>)	15 estimated monthly
Repairs/Alterations/Mending	5 estimated monthly
Jail Jumpsuits	20 estimated annually
Winter Jackets	20 estimated annually
Female Blouses	10 estimated annually
Ties	10 estimated annually
Sport Coats (<i>Suit Jackets</i>)	5 estimated annually

FIRE DEPARTMENT

Button up Shirts	10 estimated monthly
Trousers	10 estimated monthly
Jackets	10 estimated annually
Repairs/Alterations/Mending	25 estimated annually



CITY OF PORT ORANGE
QUOTE FORM
DRY CLEANING SERVICES

Complete all fields shaded in green.

NAME OF BUSINESS: Diamond Cleaners of Port Orange

CONTACT PERSON: Zack Chehaitli

EMAIL ADDRESS: zchehaitli@earthlink.net

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	MONTHLY/ ANNUALLY	UNIT PRICE	EXTENDED PRICE
POLICE DEPARTMENT					
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				TOTAL QUOTE:	\$ 2,391.95



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C8b) Approval of Task Authorization No. 1 with Halifax Paving, Inc. under Piggyback Agreement CA8207 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of South Peninsula Drive in the amount of \$103,714.40

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 with Halifax Paving, Inc. under Piggyback Agreement CA8207 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of South Peninsula Drive in an amount not to exceed \$103,714.40 and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: On August 14, 2023, the City entered into Piggyback Agreement CA8208 with Halifax Paving, Inc. under Seminole County IFB-603616-19/BJC Pavement Management Program.

The Engineering Department is requesting approval of Task Authorization No. 1 with Halifax Paving, Inc. under Piggyback Agreement CA8207 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of South Peninsula Drive in an amount not to exceed \$103,714.40.

The quote provided is an estimate and not the final price. Per the contract, the vendor will bill for the actual work performed. This project is part of the current Fiscal Year CIP.

Under City policy, this item will not require a Performance & Payment Bond and will need 180 days from the Notice to Proceed to complete.

SOUTH PENINSULA DR PAVING



PRESENTER: Junos Reed

ATTACHMENTS:

1.	Halifax Paving, Inc. Task Authorization No. 1 - South Peninsula Drive	Halifax Paving, Inc. Task Authorization No. 1 - South Peninsula Drive.pdf
2.	Quote - South Peninsula Drive	Quote - South Peninsula Drive.pdf
3.	EX FORM	EX FORM.docx
4.	Executed Halifax Paving, Inc Piggyback Agreement CA8207	Executed Halifax Paving, Inc Piggyback Agreement CA8207.pdf

Julia Wiggins
Richard Colby
Junos Reed
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 11/20/2023
Approved - 11/20/2023
Approved - 11/21/2023
Approved - 11/27/2023
Approved - 11/28/2023
Approved - 12/1/2023
Final Approval - 12/1/2023

TASK AUTHORIZATION NO. 1
Piggyback Agreement dated, August 14, 2023
Between the City of Port Orange, Florida and Halifax Paving, 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 **HALIFAX PAVING, INC.**, a Florida corporation with its principal place of business at 811 Hull Road, Ormond Beach, Florida 32174 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Reconstruction / Resurface South Peninsula Drive** and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within **180** days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$103,714.40**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 1.
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:

HALIFAX PAVING, INC.

Printed Name: _____

By: _____
Joseph Durrance, 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 1

EXHIBIT "1"

HALIFAX PAVING, INC.

S PENINSULA DRIVE

Halifax Paving, Inc.

DATE: 11/1/2023

P.O. Box 730549 Ormond Beach, FL 32173

Phone 386-676-0200 Fax 386-676-0803

TIME: 8:06 AM

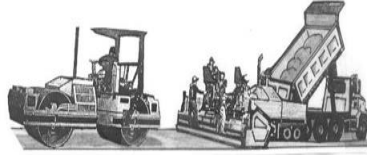
E-mail; halifaxpaving@cfl.rr.com

TO: City Of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

ATTN: Dick Colby

PHONE: 386-506-5760

FAX:



JOB NAME: South Peninsula Drive

LOCATED AT: Port Orange, FL

PLANS BY:

DATE OF PLANS:

**

~~UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL.---~~
~~MARKET INCREASES MAY APPLY THEREAFTER.---~~

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Asphalt 1 1/2" SP-9.5	285	TN	\$ 192.00	\$ 54,720.00
Milling	3068	SY	\$ 4.80	\$ 14,726.40
Regular Excavation	38	CY	\$ 240.00	\$ 9,120.00
5" OBG 06- B-12.5	48	TN	\$ 300.00	\$ 14,400.00
24" Stop Bar	20	LF	\$ 6.60	\$ 132.00
6" Solid White Striping	1240	LF	\$ 0.60	\$ 744.00
6" Double Yellow Striping	620	LF	\$ 0.60	\$ 372.00
Maintenance Of Traffic	3	DY	\$ 1,500.00	\$ 4,500.00
Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00

We propose to execute the above scope of work for the sum of:

\$ 103,714.40

EXCLUSIONS:

~~WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE.---~~
~~ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL.---~~
~~THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL.---~~
~~This proposal only includes work shown in the Civil Drawings.---~~
~~Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.---~~
~~This Proposal may be withdrawn by us if not accepted within 30 days.---~~
~~All work is guaranteed to be as specified.---~~
~~All work is to be completed in a workmanlike manner according to standard construction practices.---~~
~~Any alteration or deviation from the above scope of work, will be executed only upon written orders.---~~
~~Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.---~~
~~Owner to carry Fire, Tornado, Hurricane and other necessary insurance.---~~
~~Our Workers are fully covered by Workmen's Compensation Insurance.---~~

Acceptance of Proposal –

The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.

Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ See Page 3 of Task Authorization No 1 _____ Date of Acceptance _____

Authorized Signature _____ Date of Acceptance _____

** ALL TERMS AND CONDITIONS SHALL BE IN ACCORDANCE WITH EXECUTED SEMINOLE COUNTY INTENT FOR BID 603616-19/BJC
TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES, AND AS AMENDED.

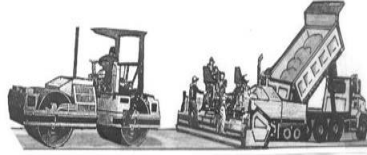
Halifax Paving, Inc.

DATE: 11/1/2023

P.O. Box 730549 Ormond Beach, FL 32173
 Phone 386-676-0200 Fax 386-676-0803
 E-mail; halifexpaving@cfl.rr.com

TIME: 8:06 AM

TO: City Of Port Orange
 1395 Dunlawton Avenue
 Port Orange, FL 32129



ATTN: Dick Colby
 PHONE: 386-506-5760

FAX:

JOB NAME: South Peninsula Drive

LOCATED AT: Port Orange, FL

PLANS BY:

DATE OF PLANS:

****UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL.
 MARKET INCREASES MAY APPLY THEREAFTER.****

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
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5" OBG 06- B-12.5	48	TN	\$ 300.00	\$ 14,400.00
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 THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL.
 This proposal only includes work shown in the Civil Drawings.
 Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.
 This Proposal may be withdrawn by us if not accepted within 30 days.
 All work is guaranteed to be as specified.
 All work is to be completed in a workmanlike manner according to standard construction practices.
 Any alteration or deviation from the above scope of work, will be executed only upon written orders.
 Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.
 Owner to carry Fire, Tornado, Hurricane and other necessary insurance.
 Our Workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal –

The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.
 Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Date of Acceptance _____

Authorized Signature _____ Date of Acceptance _____

TASK AUTHORIZATION NO 1

EXHIBIT “1”

HALIFAX PAVING, CIN

S PENINSULA DRIVE



CITY OF PORT ORANGE PIGGYBACK AGREEMENT for Goods and Services

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
National Joint Powers Alliance ("NJPA")
☒ Seminole County
☐ Other _____

Department:	Engineering Department
Base Contract BID/RFP/RFSQ Number:	Seminole County Intent for Bid 603616-19/BJC Term Contract for Pavement Management Program Services
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	
Contractor Name:	Halifax Paving, Inc.
Contractor's Authorized Dealer:	Click here to enter text.
Delivery/Installation/Product/Service Location:	☒ City of Port Orange
Description:	Pavement Management Program Services
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	Base Contract: ☒ From: December 26, 2019 for a period of 3 years. Base Contract renewed the first renewal option for a period from December 26, 2022 through December 25, 2023 COPO: ☒ The effective date of this Agreement shall commence on the date last signed by the Parties and shall continue until December 25, 2023.
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	Base Contract: Provides for two (2) successive periods not to exceed one (1) year each. City of Port Orange: Last renewal of the Base Contract from December 26, 2023 to December 25, 2024, contingent upon Seminole County Base Contract renewal, subject to approval of Parties, City Manager approval, and budget appropriation.
Authorization of Services: <i>(check one)</i>	☐ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget
Payment and Performance Bond <i>(Indicate if required)</i>	☒ Yes ☐ No Payment and Performance Bond is required for projects over \$200,000.00
Exhibits Attached to Contract <i>(excluding legal Exhibits, if any)</i>	☒ Exhibit "Contract History, Definitions & Terms" ☒ Exhibit "Pricing" as provided in Seminole County Amendment No 1 ☒ Exhibit "Bond Sample" ☒ Exhibit "Task Authorization Sample" ☐ Exhibit "Other"
Contract Administrator:	Junos Reed, Construction and Engineering Manager <i>Director</i>
Contractor's Authorized Agent Name Printed ¹:	Joseph Durrance, Vice President

For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

Contractor's Complete Contact Information: Halifax Paving, Inc.	Principal Address: 811 Hull Road Ormond Beach, Florida 32174	Telephone: (386) 676-0200 E-Mail: halifaxpaving@cfl.rr.com
	Mailing Address: P.O. Box 730549 Ormond Beach, Florida 32173	
Signature: Contractor's Authorized Agent ¹ :		Date: <u>August 9, 2023</u>

Contractor Notary Acknowledgment Block:

Seal/Stamp

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 9th day of August, 2023, by Joseph Durrance, as Vice President of Halifax Paving, Inc., a Florida corporation. He is X personally known or _____ produced _____ as identification.



Ashley R. Chitwood

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.

Department Head Name, Title Printed:	Junos Reed, Construction and Engineering Manager <u>Director</u>	
Signature: Department Head		Date: <u>8/14/2023</u>
Signature: Wayne Clark, City Manager		Date: <u>8/14/2023</u>
Attest: Robin L. Fenwick, MMC, City Clerk		Date: <u>8/14/2023</u>

¹ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.



Exhibit "Contract History, Definitions & Terms"

Contract History

Halifax Paving, Inc. ("Contractor") entered into a contract with the Seminole County, Term Contract for Pavement Management Program Services (IFB-603616-19/BJC) ("Base Contract"), for Pavement Management Program Services, pursuant to Intent for Bid 603616-JBC ("IFB-603616019/JBC"), Addendum 1, Addendum 2, and Addendum 3, executed/awarded by the Seminole County Commissioner on December 10, 2019. The Base Contract has an effective term commencing on December 26, 2019 and continuing for a period of 3 years, which may be renewed for two (2) successive periods not to exceed one (1) year each. On September 8, 2022, the Base Contract was renewed utilizing the first renewal option, for a term commencing on December 26, 2022 through December 25, 2023. On June 22, 2023 the Base Contract was amended to revise the scope of services and fee structure, deleting Exhibit "A" of the Base Contract, replacing with the new scope of services and fee structure attached to the First Amendment to Term Contract For Pavement Management Program Services (IB-603616-19/JBC).

Contract documents may be obtained from the City Clerk.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **Public Records Compliance.** Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.
 - (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

5. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

EXHIBIT "PRICING"

Seminole County Executed Amendment No. 1

Consisting of 17 Pages

**FIRST AMENDMENT TO TERM CONTRACT
FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)**

THIS FIRST AMENDMENT is made and entered into this 22^d day of June, 2023, and is to that certain Agreement made and entered into on the 26th day of December, 2019, between HALIFAX PAVING, INC., whose principal address is 814 Hull Road, Ormond Beach, Florida 32174, in this Amendment referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on December 26, 2019, to provide Pavement Management Program services in Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and Fee Structure, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services and Fee Structure attached to this First Amendment as Exhibit A.



2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST

Witness

Print Name

Witness

Print Name

HALIFAX PAVING, INC.

By:

THOMAS DURRANCE, President

Date:

5/19/23

SEMINOLE COUNTY, FLORIDA

By:

TAMMY ROBERTS
Procurement Administrator

Date:

6/2/2023

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

GLK/apk
5/3/23

T:\Users\Legal\Secretary CSB\Purchasing 2023\WFB-603616 1am (Halifax).docx

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Attachment:

Exhibit A – Scope of Services and Fee Structure

First Amendment to IFB-603616-19/BJC



EXHIBIT A Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

IFB-603616-19/BJC – Pavement Management Program



GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

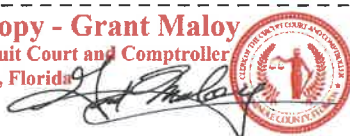
Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

IFB-603616-19/BJC – Pavement Management Program



property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. (Section 327).

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. (Section 327).

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. (Section 327).

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. (Section 102).

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each:

IFB-603616-19/BJC – Pavement Management Program



Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. (Section 102 & 710).

Basis of payment shall be under:

- Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
- Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI:

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

IFB-603616-19/BJC – Pavement Management Program



It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) **\$500.00** for each day for minor streets/roads.

Payment for LD is set at a rate of (-) **\$1000.00** for each day for major roads.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101)**.

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. **(Section 102)**.

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102)**.

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102)**.

IFB-603616-19/BJC – Pavement Management Program



Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

IFB-603616-19/BJC – Pavement Management Program



GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment - per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill - per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 - per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod - per square yard.

IFB-603616-19/BJC - Pavement Management Program



Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

IFB-603616-19/BJC – Pavement Management Program



**Part 4
Price Submittal**

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: Halifax Paving, Inc.

Mailing Address: P.O. Box 730549 Ormand Beach, FL 32173-0549

Street Address: 814 Hull Road

City/State/Zip: Ormand Beach, FL 32174

Phone Number: (386) 676-0200 FAX Number: (386) 676-0803

E-Mail Address: halifexpaving@cfl.rr.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>25,563,800.00</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>102,780.00</u>
Group III - Milling	Subtotal: \$	<u>985,200.00</u>
Group IV - Striping	Subtotal: \$	<u>118,164.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>124,200.00</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>371,760.00</u>
Group VII - Earthwork	Subtotal: \$	<u>1,429,800.00</u>
TOTAL BID:	\$	<u>28,695,704.00</u>

Performance/Payment/Material-Workmanship Bonds Costs: \$ 150,000.00
(Do not include in Unit Costs)



Amendment 1



IFB-403698-19BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group 1: Asphalt Concrete and Friction Course In-place

Pay Item No.	Item Description	0-40 Tons/Job +20%	61-400 Tons/Job	\$1-400 Tons/Job +20%	401-2000 Tons/Job	2001-4000 Tons/Job	4001-10000 Tons/Job +20%	Over 4000 Tons/Job	Sum of Extended Costs
334-112	Superpave Asphalt Concrete Traffic Level B	Estimated 50 Tons Total \$ 110,000.00 Estimated 100 Tons Total \$ 220,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 1,800 Tons Total \$ 396,000.00 Estimated 3,600 Tons Total \$ 792,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 6,000 Tons Total \$ 1,320,000.00 Estimated 12,000 Tons Total \$ 2,640,000.00	\$ 1,388,400.00
334-113	Superpave Asphalt Concrete Traffic Level C	Estimated 50 Tons Total \$ 110,000.00 Estimated 100 Tons Total \$ 220,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 1,800 Tons Total \$ 396,000.00 Estimated 3,600 Tons Total \$ 792,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 6,000 Tons Total \$ 1,320,000.00 Estimated 12,000 Tons Total \$ 2,640,000.00	\$ 3,110,400.00
334-152	Superpave Asphalt Concrete Traffic Level B (PO 75-22)	Estimated 50 Tons Total \$ 110,000.00 Estimated 100 Tons Total \$ 220,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 1,800 Tons Total \$ 396,000.00 Estimated 3,600 Tons Total \$ 792,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 6,000 Tons Total \$ 1,320,000.00 Estimated 12,000 Tons Total \$ 2,640,000.00	\$ 1,693,200.00
334-153	Superpave Asphalt Concrete Traffic Level C (PO 75-22)	Estimated 50 Tons Total \$ 110,000.00 Estimated 100 Tons Total \$ 220,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 1,800 Tons Total \$ 396,000.00 Estimated 3,600 Tons Total \$ 792,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 6,000 Tons Total \$ 1,320,000.00 Estimated 12,000 Tons Total \$ 2,640,000.00	\$ 4,395,600.00
337-42	Asphalt Concrete Friction Course Traffic Level C (PO 75-22)	Estimated 100 Tons Total \$ 220,000.00 Estimated 200 Tons Total \$ 440,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 2,000 Tons Total \$ 4,400,000.00 Estimated 4,000 Tons Total \$ 8,800,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 8,000 Tons Total \$ 17,600,000.00 Estimated 16,000 Tons Total \$ 35,200,000.00	\$ 2,176,800.00
337-43	Asphalt Concrete Friction Course Traffic Level C (PO 75-22)	Estimated 100 Tons Total \$ 220,000.00 Estimated 200 Tons Total \$ 440,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 2,000 Tons Total \$ 4,400,000.00 Estimated 4,000 Tons Total \$ 8,800,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 8,000 Tons Total \$ 17,600,000.00 Estimated 16,000 Tons Total \$ 35,200,000.00	\$ 2,312,000.00
337-44	Asphalt Concrete Friction Course Traffic Level C (PO 75-22)	Estimated 100 Tons Total \$ 220,000.00 Estimated 200 Tons Total \$ 440,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 2,000 Tons Total \$ 4,400,000.00 Estimated 4,000 Tons Total \$ 8,800,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 8,000 Tons Total \$ 17,600,000.00 Estimated 16,000 Tons Total \$ 35,200,000.00	\$ 4,362,000.00
337-45	Asphalt Concrete Friction Course Traffic Level C (PO 75-22)	Estimated 100 Tons Total \$ 220,000.00 Estimated 200 Tons Total \$ 440,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 2,000 Tons Total \$ 4,400,000.00 Estimated 4,000 Tons Total \$ 8,800,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 8,000 Tons Total \$ 17,600,000.00 Estimated 16,000 Tons Total \$ 35,200,000.00	\$ 1,924,000.00
337-46	Asphalt Concrete Friction Course Traffic Level C (PO 75-22)	Estimated 100 Tons Total \$ 220,000.00 Estimated 200 Tons Total \$ 440,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 400 Tons Total \$ 880,000.00 Estimated 800 Tons Total \$ 1,760,000.00	Estimated 2,000 Tons Total \$ 4,400,000.00 Estimated 4,000 Tons Total \$ 8,800,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 4,000 Tons Total \$ 8,800,000.00 Estimated 8,000 Tons Total \$ 17,600,000.00	Estimated 8,000 Tons Total \$ 17,600,000.00 Estimated 16,000 Tons Total \$ 35,200,000.00	\$ 2,107,200.00
338-1	Microsilleanous Asphalt Pavement	Estimated 50 Tons Total \$ 110,000.00 Estimated 100 Tons Total \$ 220,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 300 Tons Total \$ 66,000.00 Estimated 600 Tons Total \$ 132,000.00	Estimated 1,800 Tons Total \$ 396,000.00 Estimated 3,600 Tons Total \$ 792,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 3,600 Tons Total \$ 792,000.00 Estimated 7,200 Tons Total \$ 1,584,000.00	Estimated 6,000 Tons Total \$ 1,320,000.00 Estimated 12,000 Tons Total \$ 2,640,000.00	\$ 2,131,200.00
Total For Group 1									\$ 25,653,800.00

Contract Name: Halifax

LEGIBILITY UNSATISFACTORY

Amendment 1



IFB-603895-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
2-1	Prime and Seal	Estimated 500 SY	Estimated 500 SY	Estimated 1500 SY	Estimated 1500 SY	Estimated 2500 SY	Estimated 2500 SY	Estimated 3500 SY	Estimated 3500 SY	
		\$ 1.50 /SY	\$ 1.80 /SY	\$ 1.00 /SY	\$ 1.20 /SY	\$ 0.90 /SY	\$ 1.08 /SY	\$ 0.90 /SY	\$ 1.08 /SY	\$ 9,180.00
	(Section 916)	Total \$ 750.00	Total \$ 900.00	Total \$ 1,500.00	Total \$ 1,800.00	Total \$ 2,250.00	Total \$ 2,700.00	Total \$ 3,150.00	Total \$ 3,780.00	
341-1-1	Asphalt Membrane Interlayer	Estimated 500 SY	Estimated 500 SY	Estimated 1500 SY	Estimated 1500 SY	Estimated 2500 SY	Estimated 2500 SY	Estimated 3500 SY	Estimated 3500 SY	
		\$ 25.00 /SY	\$ 30.00 /SY	\$ 12.00 /SY	\$ 14.40 /SY	\$ 8.50 /SY	\$ 10.20 /SY	\$ 7.50 /SY	\$ 9.00 /SY	\$ 93,600.00
	(Section 341)	Total \$ 12,500.00	Total \$ 15,000.00	Total \$ 18,000.00	Total \$ 21,600.00	Total \$ 21,250.00	Total \$ 25,500.00	Total \$ 26,250.00	Total \$ 31,500.00	
TOTAL FOR GROUP II										\$ 102,780.00

Company Name: Halifax

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/07/2023 12:24:56 -04:00
eCertified Id: E9CD-55FA-2ECG
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Amendment 1

- IFB-603595-19/EJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement In-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pmnt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 5.00 /SY Inch Total: \$ 5,000.00	Estimated 1,000 SY \$ 6.00 /SY Total: \$ 6,000.00	Estimated 2,000 SY \$ 4.00 /SY Inch Total: \$ 8,000.00	Estimated 2,000 SY \$ 4.80 /SY Total: \$ 9,600.00	Estimated 8,000 SY \$ 3.00 /SY Inch Total: \$ 24,000.00	Estimated 8,000 SY \$ 3.60 /SY Total: \$ 28,800.00	Estimated 30,000 SY \$ 1.50 /SY Inch Total: \$ 45,000.00	Estimated 30,000 SY \$ 1.80 /SY Total: \$ 54,000.00	\$ 98,400.00
327-70-B	Milling Existing Asphalt Pmnt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL 32771	Estimated 1,000 SY \$ 10.00 /SY Inch Total: \$ 10,000.00	Estimated 1,000 SY \$ 12.00 /SY Total: \$ 12,000.00	Estimated 3,000 SY \$ 7.00 /SY Inch Total: \$ 21,000.00	Estimated 3,000 SY \$ 8.40 /SY Total: \$ 25,200.00	Estimated 10,000 SY \$ 5.00 /SY Inch Total: \$ 50,000.00	Estimated 10,000 SY \$ 6.00 /SY Total: \$ 60,000.00	Estimated 40,000 SY \$ 4.00 /SY Inch Total: \$ 160,000.00	Estimated 40,000 SY \$ 4.80 /SY Total: \$ 192,000.00	\$ 289,200.00
327-70-C	Milling Existing Asphalt Pmnt. (Orlando Yard) Milled Material delivered to: 1620 N. County Rd 428 Orlando, FL 32765	Estimated 1,000 SY \$ 10.00 /SY Inch Total: \$ 10,000.00	Estimated 1,000 SY \$ 12.00 /SY Total: \$ 12,000.00	Estimated 4,000 SY \$ 7.00 /SY Inch Total: \$ 28,000.00	Estimated 4,000 SY \$ 8.40 /SY Total: \$ 33,600.00	Estimated 12,000 SY \$ 5.00 /SY Inch Total: \$ 60,000.00	Estimated 12,000 SY \$ 6.00 /SY Total: \$ 72,000.00	Estimated 50,000 SY \$ 4.00 /SY Inch Total: \$ 200,000.00	Estimated 50,000 SY \$ 4.80 /SY Total: \$ 240,000.00	\$ 357,600.00
327-70-D	Milling Existing Asphalt Pmnt. (S. Peetee Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL 32773	Estimated 1,000 SY \$ 10.00 /SY Inch Total: \$ 10,000.00	Estimated 1,000 SY \$ 12.00 /SY Total: \$ 12,000.00	Estimated 2,000 SY \$ 7.00 /SY Inch Total: \$ 14,000.00	Estimated 2,000 SY \$ 8.40 /SY Total: \$ 16,800.00	Estimated 8,000 SY \$ 5.00 /SY Inch Total: \$ 40,000.00	Estimated 8,000 SY \$ 6.00 /SY Total: \$ 48,000.00	Estimated 20,000 SY \$ 4.00 /SY Inch Total: \$ 80,000.00	Estimated 20,000 SY \$ 4.80 /SY Total: \$ 96,000.00	\$ 160,800.00
327-70-E	Milling Existing Asphalt Pmnt. (Relocates) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 6.00 /SY Inch Total: \$ 6,000.00	Estimated 1,000 SY \$ 6.60 /SY Total: \$ 6,600.00	Estimated 2,000 SY \$ 6.00 /SY Inch Total: \$ 12,000.00	Estimated 2,000 SY \$ 7.20 /SY Total: \$ 14,400.00	Estimated 4,000 SY \$ 4.00 /SY Inch Total: \$ 16,000.00	Estimated 4,000 SY \$ 4.80 /SY Total: \$ 19,200.00	Estimated 10,000 SY \$ 3.00 /SY Inch Total: \$ 30,000.00	Estimated 10,000 SY \$ 3.60 /SY Total: \$ 36,000.00	\$ 79,200.00
TOTAL FOR GROUP III										\$ 985,200.00

Company Name: Halifax

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, FloridaSeminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/07/2023 12:24:56 -04:00
eCertified Id: E9CD-55FA-2ECG
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**IFB-603595-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Amendment 1

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Unit Cost +20%	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 6.00	\$ 7.20	\$ 14,400.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 4.00	\$ 4.80	\$ 4,800.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 4.00	\$ 4.80	\$ 4,800.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.50	\$ 0.60	\$ 12,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 5.00	\$ 6.00	\$ 24,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 6.00	\$ 7.20	\$ 14,400.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.50	\$ 0.60	\$ 18,000.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 5.50	\$ 6.60	\$ 13,200.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 85.00	\$ 102.00	\$ 2,040.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 85.00	\$ 102.00	\$ 510.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 85.00	\$ 102.00	\$ 1,020.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 85.00	\$ 102.00	\$ 510.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 85.00	\$ 102.00	\$ 510.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 85.00	\$ 102.00	\$ 1,020.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 85.00	\$ 102.00	\$ 510.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 85.00	\$ 102.00	\$ 510.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 85.00	\$ 102.00	\$ 1,020.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 52.00	\$ 62.40	\$ 1,248.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 50.00	\$ 60.00	\$ 3,000.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 50.00	\$ 60.00	\$ 600.00
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 5.50	\$ 6.60	\$ 66.00
TOTAL FOR GROUP IV						\$ 118,164.00

Company Name: Halifax

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



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IFB-603595-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Amendment 1

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Quantity +20%	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item in Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Do Not Include this Item in Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item in Bid Total
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response \$ 10,000.00 /EA	Estimated 1 EA per Response \$ 12,000.00 /EA	\$ 12,000.00
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /ED	Estimated 30 ED \$ 1,500.00 /ED	\$ 45,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR \$ 75.00 /HR	Estimated 100 HR \$ 90.00 /EA	\$ 9,000.00
102-59	Portable Changeable Message Sign	Estimated 1,000 ED \$ 20.00 /ED	Estimated 1,000 ED \$ 24.00 /EA	\$ 24,000.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 20.00 /SY	Estimated 800 SY \$ 24.00 /EA	\$ 19,200.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 100.00 /EA	Estimated 25 EA \$ 120.00 /EA	\$ 3,000.00
425-7	Manhole Ring Adjustment	Estimated 25 EA \$ 200.00 /EA	Estimated 25 EA \$ 240.00 /EA	\$ 6,000.00
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 10.00 /LF	Estimated 500 LF \$ 12.00 /EA	\$ 6,000.00
TOTAL FOR GROUP V				\$ 124,200.00

Company Name: Halifax

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IFB-603595-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Amendment 1

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Plant +20%	FOB Job Site	FOB Job Site +20%	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphalt Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 75.00 /Ton Total: \$ 75,000.00	Estimated 1000 Tons \$ 90.00 /Ton Total: \$ 90,000.00	Estimated 200 Tons \$ 100.00 /Ton Total: \$ 20,000.00	Estimated 200 Tons \$ 120.00 /Ton Total: \$ 24,000.00	\$ 114,000.00
6-2	SP-9.5 Hot Mix Asphalt Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 75.00 /Ton Total: \$ 75,000.00	Estimated 1000 Tons \$ 90.00 /Ton Total: \$ 90,000.00	Estimated 200 Tons \$ 100.00 /Ton Total: \$ 20,000.00	Estimated 200 Tons \$ 120.00 /Ton Total: \$ 24,000.00	\$ 114,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 78-22) (Section 337)	Estimated 200 Tons \$ 82.00 /Ton Total: \$ 18,400.00	Estimated 200 Tons \$ 110.40 /Ton Total: \$ 22,080.00	Estimated 200 Tons \$ 120.00 /Ton Total: \$ 24,000.00	Estimated 200 Tons \$ 144.00 /Ton Total: \$ 28,800.00	\$ 50,880.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 92.00 /Ton Total: \$ 18,400.00	Estimated 200 Tons \$ 110.40 /Ton Total: \$ 22,080.00	Estimated 200 Tons \$ 120.00 /Ton Total: \$ 24,000.00	Estimated 200 Tons \$ 144.00 /Ton Total: \$ 28,800.00	\$ 50,880.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 20.00 /Ton Total: \$ 10,000.00	Estimated 500 Tons \$ 24.00 /Ton Total: \$ 12,000.00	Estimated 500 Tons \$ 40.00 /Ton Total: \$ 20,000.00	Estimated 500 Tons \$ 48.00 /Ton Total: \$ 24,000.00	\$ 36,000.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 6.00 /Gal Total: \$ 6,000.00	Estimated 1000 Gallons \$ 6.00 /Ton Total: \$ 6,000.00			\$ 6,000.00
TOTAL FOR GROUP VI						\$ 371,760.00

Company Name: Halifax

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IFB-603595-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Amendment 1

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 200.00 /CY Total: \$ 10,000.00	Estimated 50 CY \$ 240.00 /CY Total: \$ 12,000.00	Estimated 100 CY \$ 180.00 /CY Total: \$ 15,000.00	Estimated 100 CY \$ 180.00 /CY Total: \$ 18,000.00	Estimated 500 CY \$ 65.00 /CY Total: \$ 32,500.00
120-6	Embankment	Estimated 50 CY \$ 20.00 /CY Total: \$ 1,000.00	Estimated 50 CY \$ 24.00 /CY Total: \$ 1,200.00	Estimated 100 CY \$ 20.00 /CY Total: \$ 2,000.00	Estimated 100 CY \$ 24.00 /CY Total: \$ 2,400.00	Estimated 500 CY \$ 20.00 /CY Total: \$ 10,000.00
121-70	Flowable Fill	Estimated 50 CY \$ 250.00 /CY Total: \$ 12,500.00	Estimated 50 CY \$ 300.00 /CY Total: \$ 15,000.00	Estimated 100 CY \$ 200.00 /CY Total: \$ 20,000.00	Estimated 100 CY \$ 240.00 /CY Total: \$ 24,000.00	Estimated 500 CY \$ 10.00 /CY Total: \$ 5,000.00
160-4	12" Type B Stabilization LBR 40	Estimated 500 SY \$ 15.00 /SY Total: \$ 7,500.00	Estimated 500 SY \$ 18.00 /CY Total: \$ 9,000.00	Estimated 2000 SY \$ 12.00 /SY Total: \$ 24,000.00	Estimated 2000 SY \$ 14.40 /CY Total: \$ 28,800.00	Estimated 3000 SY \$ 10.00 /SY Total: \$ 30,000.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 15.00 /SY Total: \$ 7,500.00	Estimated 500 SY \$ 18.00 /CY Total: \$ 9,000.00	Estimated 1000 SY \$ 12.00 /SY Total: \$ 12,000.00	Estimated 1000 SY \$ 14.40 /CY Total: \$ 14,400.00	Estimated 1500 SY \$ 12.00 /SY Total: \$ 18,000.00
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 20.00 /CY Total: \$ 10,000.00	Estimated 500 SY \$ 24.00 /CY Total: \$ 12,000.00	Estimated 1000 SY \$ 15.00 /SY Total: \$ 15,000.00	Estimated 1000 SY \$ 18.00 /CY Total: \$ 18,000.00	Estimated 1500 SY \$ 15.00 /SY Total: \$ 22,500.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 25.00 /SY Total: \$ 12,500.00	Estimated 500 SY \$ 30.00 /CY Total: \$ 15,000.00	Estimated 1000 SY \$ 20.00 /SY Total: \$ 20,000.00	Estimated 1000 SY \$ 24.00 /CY Total: \$ 24,000.00	Estimated 1500 SY \$ 20.00 /SY Total: \$ 30,000.00
285-709-B	Base Group 09 (8" Type B-12.5)	Estimated 500 SY \$ 70.00 /SY Total: \$ 35,000.00	Estimated 500 SY \$ 84.00 /CY Total: \$ 42,000.00	Estimated 2000 SY \$ 65.00 /SY Total: \$ 130,000.00	Estimated 2000 SY \$ 78.00 /CY Total: \$ 156,000.00	Estimated 3000 SY \$ 65.00 /SY Total: \$ 195,000.00
570-1-2	Performance Turf, Sod	Estimated 800 SY \$ 5.00 /SY Total: \$ 2,500.00	Estimated 500 SY \$ 6.00 /CY Total: \$ 3,000.00	Estimated 1000 SY \$ 4.00 /SY Total: \$ 4,000.00	Estimated 1000 SY \$ 4.80 /CY Total: \$ 4,800.00	Estimated 1500 SY \$ 3.00 /SY Total: \$ 4,500.00
577-70	Shoulder Rework	Estimated 500 SY \$ 15.00 /SY Total: \$ 7,500.00	Estimated 500 SY \$ 18.00 /CY Total: \$ 9,000.00	Estimated 1000 SY \$ 10.00 /SY Total: \$ 10,000.00	Estimated 1000 SY \$ 12.00 /CY Total: \$ 12,000.00	Estimated 1500 SY \$ 10.00 /SY Total: \$ 15,000.00
TOTAL FOR GROUP VII						\$ 1,429,800.00

Company Name: Halifax

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Amendment 1

**IFB-603595-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 25,563,800.00
Group II	Sand and Seal in-place	\$ 102,780.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 985,200.00
Group IV	Temporary Pavement Marking in-place	\$ 118,164.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	\$ 124,200.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 371,760.00
Group VII	Earthwork	\$ 1,429,800.00
TOTAL GROUP I THRU VII		\$ 28,695,704.00

#REF!

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EXHIBIT "BOND SAMPLE"

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: Halifax Paving, Inc.
Principal Business Address: 817 Hull Road
Ormond Beach, Florida 32173
Contact Person: Joseph L. Durrance, Vice President
Phone Number: (386) 676-0200

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

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

Amount: \$ _____

**City Project Number: Pavement Management Program Services
Seminole County Piggyback**

Description of Work: Pavement Management Program Services

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

Legal Description: Locations within 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.

Halifax Paving, Inc.

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, **Halifax Paving, 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 _____ **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 Piggyback Agreement, having an effective date of _____, entered into by and between the Principal and the City, for Pavement Management Program 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 is executed and shall be deemed an original, this _____, day of _____, 202__.

Attest: HALIFAX PAVING, INC.
(Principal)

(As to Corporate Principal) Secretary By: _____
Joseph L. Durrance, Vice President

(Witness to Principal) (Corporate Seal)

(Surety)

(Witness to Surety) By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

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

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

EXHIBIT "TASK AUTHORIZATION SAMPLE"

Consisting of __ Pages

TASK AUTHORIZATION NO. [REDACTED]
Piggyback Agreement dated [REDACTED]
Between the City of Port Orange, Florida and Halifax Paving, 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 **HALIFAX PAVING, INC.**, a Florida corporation with its principal place of business at 811 Hull Road, Ormond Beach, Florida 32174 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ [REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. [REDACTED].
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

HALIFAX PAVING, INC.

Amanda L Durrance
Printed Name: AMANDA L DURRANCE

By: 
Joseph Durrance, Vice President


Printed Name: TYLER KIZTON

Date: August 9, 2023

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager

Date: _____

ATTEST:

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

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C8c) Approval of Task Authorization No. 1 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Madeline Avenue in the amount of \$451,375.73

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Madeline Avenue in the amount of \$451,375.73 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On August 14, 2023, the City entered into Piggyback Agreement CA8208 with P&S Paving, Inc. under Seminole County IFB-603616-19/BJC Pavement Management Program.

The Engineering Department is requesting approval of Task Authorization No. 1 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Madeline Avenue in the amount of \$451,375.73. This project is funded in the current Fiscal Year CIP.

The quote provided is an estimate and not the final price. Per the contract, the vendor will bill for the actual work performed.

This Task Authorization will require a Performance & Payment Bond and will need 180 days from the Notice to Proceed to complete.

MADELINE AVE PAVING



PRESENTER: Junos Reed

ATTACHMENTS:

1.	P&S Paving, Inc. Task Authorization No. 1 - Madeline Ave Paving	P&S Paving, Inc. Task Authorization No. 1 - Madeline Ave Paving.pdf
2.	P&S Paving Quote - Madeline Ave.	P&S Paving Quote - Madeline Ave..pdf
3.	Executed P& S Paving, Inc Piggyback Agreement CA8208	Executed P& S Paving, Inc Piggyback Agreement CA8208.pdf
4.	PS Paving COI	PS Paving COI.pdf

Julia Wiggins
Richard Colby
Junos Reed
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 10/31/2023
Approved - 11/1/2023
Approved - 11/7/2023
Approved - 11/9/2023
Approved - 11/28/2023
Approved - 12/1/2023
Final Approval - 12/1/2023

TASK AUTHORIZATION NO. 1
Piggyback Agreement dated August 14, 2023
Between the City of Port Orange, Florida and P&S Paving, 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 **P&S PAVING, INC.**, a Florida corporation with its principal place of business at 3701 Olson Drive, Daytona Beach, Florida 32124 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Reconstruction / Resurfacing of Madeline Avenue** as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within **180** days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$451,375.73**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this **Task Authorization No. 1.**
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:

P&S PAVING, INC.

Printed Name: _____ By: _____
Curtis Long, 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 1

EXHIBIT "1"

P & S PAVING, INC

MADELINE AVENUE

To: City of Port Orange

Date: 11/2/2023

Job Name: Madeline

Location: Port Orange

Attn: Estimating

Phone: 386-506-5751

Email: jwiggins@port-orange.org

We hereby submit estimates for: On-Site Asphalt Paving

<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
	Madeline 2" Milling	14,444.00	SY	\$ 5.56	\$ 80,308.64
	Madeline 2" FC-12.5	1589	SY	\$ 141.91	\$ 225,494.99
	Madeline Base Repair SP-12.5C	630	TN	\$ 163.50	\$ 103,005.00
	6" White Paint	7116	LF	\$ 0.40	\$ 2,846.40
	6" Yellow Paint	7375	LF	\$ 0.40	\$ 2,950.00
	Arrows Paint	26	EA	\$ 56.05	\$ 1,457.30
	18" Yellow Paint	282	LF	\$ 2.00	\$ 564.00
	6" White Skip Paint	2781	LF	\$ 0.40	\$ 1,112.40
	12" White Paint	280	LF	\$ 0.40	\$ 112.00
	24" White Paint	200	LF	\$ 4.80	\$ 960.00
	Mobilization	1	LS	\$ 20,940.00	\$ 20,940.00
	Maintenance of Traffic	7	EA	\$ 1,500.00	\$ 10,500.00
				Madeline Total	\$ 450,250.73
	P&P Bond Estimate				\$ 1,125.00

Notes:

- **
1. All permits and permit fees by others.
 2. Q&C and testing of asphalt is included. All subgrade testing beneath asphalt by others.
 3. All engineering and fees by others.
 4. Leveling required to correct drainage patterns, if required, will be extra.
 5. Asphalt yield based on 110 lbs per inch SY. Overrun due to irregular subgrade, base, or asphalt used for cross-slope correction to be billed additionally.
 6. All water to be provided by owner.
 7. All bonds are excluded.
 8. All sub-base work, including but not limited to grading and proof rolling, is excluded.
 9. P&S Paving's ability to attain acceptable in-place density on the asphalt pavement is directly dependent on the condition and density of the sub-grade / sub-base, which will be placed and compacted by others.
 10. All work other than the items specifically listed in the above quotation is excluded.
 11. This proposal, word for word, in its entirety shall be included in and become the governing part of any executed contractual agreement when issued. We reserve the right to review and decline acceptance of any terms or conditions modified by Owner/Prime Contractor.
 12. This proposal cannot be broken up. All items to be included within our contract.
 13. Above pricing is unit priced. Final payment to be according to actual quantities of work completed.
 14. Any retainage withheld from P&S Paving must be paid within 30 days from the last day of work performed by P&S Paving regardless of the date the Prime Contractor is to be paid.
 15. Bond is not included.
 16. This price is based on a mutually agreed upon schedule.
 17. P&S anticipates parking equipment in the right of way after every shift.
 18. Prices are valid for the original contract duration. Any work performed beyond the original contract duration, escalations may apply.
 19. Pricing based on Seminole County Contract IFB-603616-19/BJC, Second Amendment, dated June 2, 2023.

This Proposal may be withdrawn by us if not accepted within Thirty (15) days.

Submitted by: Erik Jensen
Date: 11/2/2023

**** ALL TERMS AND CONDITIONS SHALL BE IN ACCORDANCE WITH EXECUTED SEMINOLE COUNTY INTENT FOR BID 603616-19/BJC TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES, AND AS AMENDED.**

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: P & S Paving, Inc.
Principal Business Address: 3701 Olson Drive
Daytona Beach, Florida 32174
Contact Person: Curtis Long, Vice President
Phone Number: (386) 258-9313

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: \$451,375.73

City Project Number: Pavement Management Program Services

Description of Work: Pavement Management Program Services

Project Location: Various locations on Madeline Avenue within the City of Port, Volusia County, Florida

Legal Description: Various locations on Madeline Avenue 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.

P & S Paving, Inc.

**Pavement Management Program Services
Task Authorization No. 1**

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, **P & S Paving, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FOUR HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED SEVENTY-FIVE AND 73/100 DOLLARS (\$451,375.73)**, 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 Task Authorization No. 1 to Piggyback Agreement, having an effective date of August 14, 2023, entered into by and between the Principal and the City, for Pavement Management Program 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 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2023.

Attest:

P & S PAVING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: Curtis Long, Vice President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

To: **City of Port Orange**

Date: 11/2/2023

Job Name: Madeline

Location: Port Orange

Attn: **Estimating**

Phone: 386-506-5751

Email: jwiggins@port-orange.org

We hereby submit estimates for: On-Site Asphalt Paving

<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
	Madeline 2" Milling	14,444.00	SY	\$ 5.56	\$ 80,308.64
	Madeline 2" FC-12.5	1589	SY	\$ 141.91	\$ 225,494.99
	Madeline Base Repair SP-12.5C	630	TN	\$ 163.50	\$ 103,005.00
	6" White Paint	7116	LF	\$ 0.40	\$ 2,846.40
	6" Yellow Paint	7375	LF	\$ 0.40	\$ 2,950.00
	Arrows Paint	26	EA	\$ 56.05	\$ 1,457.30
	18" Yellow Paint	282	LF	\$ 2.00	\$ 564.00
	6" White Skip Paint	2781	LF	\$ 0.40	\$ 1,112.40
	12" White Paint	280	LF	\$ 0.40	\$ 112.00
	24" White Paint	200	LF	\$ 4.80	\$ 960.00
	Mobilization	1	LS	\$ 20,940.00	\$ 20,940.00
	Maintenance of Traffic	7	EA	\$ 1,500.00	\$ 10,500.00
				Madeline Total	\$ 450,250.73
	P&P Bond Estimate				\$ 1,125.00

Notes:

1. All permits and permit fees by others.
2. QC and testing of asphalt is included. All subgrade testing beneath asphalt by others.
3. All engineering and fees by others.
4. Leveling required to correct drainage patterns, if required, will be extra.
5. Asphalt yield based on 110 lbs per inch SY. Overrun due to irregular subgrade, base, or asphalt used for cross slope correction to be billed additionally.
6. All water to be provided by owner.
7. All bonds are excluded.
8. All sub-base work, including but not limited to grading and proof rolling, is excluded.
9. P&S Paving's ability to attain acceptable in-place density on the asphalt pavement is directly dependent on the condition and density of the sub-grade / sub-base, which will be placed and compacted by others.
10. All work other than the items specifically listed in the above quotation is excluded.
11. This proposal, word for word, in its entirety shall be included in and become the governing part of any executed contractual agreement when issued. We reserve the right to review and decline acceptance of any terms or conditions modified by Owner/Prime Contractor.
12. This proposal cannot be broken up. All items to be included within our contract.
13. Above pricing is unit priced. Final payment to be according to actual quantities of work completed.
14. Any retainage withheld from P&S Paving must be paid within 30 days from the last day of work performed by P&S Paving regardless of the date the Prime Contractor is to be paid.
15. Bond is not included.
16. This price is based on a mutually agreed upon schedule.
17. P&S anticipates parking equipment in the right of way after every shift.
18. Prices are valid for the original contract duration. Any work performed beyond the original contract duration, escalations may apply.
19. Pricing based on Seminole County Contract IFB-603616-19/BJC, Second Amendment, dated June 2, 2023.

This Proposal may be withdrawn by us
if not accepted within Thirty (15) days.

Submitted by: Erik Jensen
Date: 11/2/2023



CITY OF PORT ORANGE PIGGYBACK AGREEMENT for Goods and Services

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
National Joint Powers Alliance ("NJPA")
☒ Seminole County
☐ Other _____

Department:	Engineering Department
Base Contract BID/RFP/RFSQ Number:	Seminole County Intent for Bid 603616-19/BJC Term Contract for Pavement Management Program Services
Alternate Source Contract Number: (Used for State Contracts)	
Contractor Name:	P&S Paving, Inc.
Contractor's Authorized Dealer:	Click here to enter text.
Delivery/Installation/Product/Service Location:	☒ City of Port Orange
Description:	Pavement Management Program Services
Contract Initial Term/Term: (check appropriate term and enter dates)	Base Contract: ☒ From: January 15, 2020 for a period of 3 years. Base Contract renewed the first renewal option for a period from January 15, 2023 through January 14, 2024. COPO: ☒ The effective date of this Agreement shall commence on the date last signed by the Parties and shall continue until January 14, 2024.
Contract Renewal Term: (No. of Renewals and Term for each renewal)	Base Contract: Provides for two (2) successive periods not to exceed one (1) year each. City of Port Orange: Last renewal of the Base Contract from January 15, 2024 to January 14, 2025, contingent upon Seminole County Base Contract renewal, subject to approval of Parties, City Manager approval, and budget appropriation.
Authorization of Services: (check one)	☐ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget
Payment and Performance Bond (Indicate if required)	☒ Yes ☐ No Payment and Performance Bond is required for projects over \$200,000.00
Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "Contract History, Definitions & Terms" ☒ Exhibit "Pricing" as provided in Seminole County Amendment No 2 ☒ Exhibit "Bond Sample" ☒ Exhibit "Task Authorization Sample" ☐ Exhibit "Other"
Contract Administrator:	Junos Reed, Construction and Engineering Manager <i>Engineering Director</i>
Contractor's Authorized Agent Name Printed ¹ :	Curtis Long, Vice President

For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

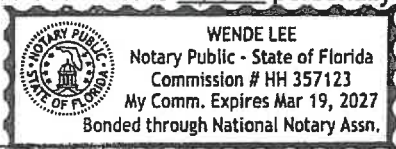
Contractor's Complete Contact Information: P&S Paving, Inc.	Principal Address: 3701 Olson Drive Daytona Beach, Florida 32124	Telephone: (386) 258-7911 E-Mail: wlee@pandspavinginc.com
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Signature: Contractor's Authorized Agent ¹ :		Date: 08-10-23
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Contractor Notary Acknowledgment Block: Seal/Stamp

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 10th day of August, 2023, by Curtis Long, as Vice President of P&S Paving, Inc., a Florida corporation. He is X personally known or _____ produced _____ as identification.




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

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.

Department Head Name, Title Printed:	Junos Reed, Construction and Engineering Manager <u>Director</u>
--------------------------------------	---

Signature: Department Head		Date: 8/14/2023
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Signature: Wayne Clark, City Manager		Date: 8/14/2023
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Attest: Robin L. Fenwick, MMC, City Clerk		Date: 8/14/2023
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ⁱ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.



Exhibit "Contract History, Definitions & Terms"

Contract History

P&S Paving, Inc. ("Contractor") entered into a contract with the Seminole County, Term Contract for Pavement Management Program Services (IFB-603616-19/JBC) ("Base Contract"), for Pavement Management Program Services, pursuant to Intent for Bid 603616-JBC ("IFB-603616019/JBC"), Addendum 1, Addendum 2, and Addendum 3, executed/awarded by the Seminole County Commissioner. The Base Contract has an effective term commencing on January 15, 2020 and continuing for a period of 3 years, which may be renewed for two (2) successive periods not to exceed one (1) year each. The Base Contract was renewed utilizing the first renewal option, for a term commencing on January 15, 2023 through January 14, 2024, per Purchasing Letter dated October 17, 2022 advising the item was approved by the Seminole County Board of County Commissioners. On June 10, 2022 the Base Contract was amended to revise the scope of services and fee structure, deleting Exhibit "A" of the Base Contract, replacing with the new scope of services and fee structure attached to the First Amendment to Term Contract For Pavement Management Program Services (IB-603616-19/JBC). On June 2, 2023 the Base Contract was amended to revise the scope of services and fee structure, deleting Exhibit "A" of the Base Contract, replacing with the new scope of services and fee structure attached to the First Amendment to Term Contract For Pavement Management Program Services (IB-603616-19/JBC).

Contract documents may be obtained from the City Clerk.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **Public Records Compliance.** Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.
 - (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

5. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

EXHIBIT “PRICING”

Seminole County Executed Amendment No. 2

Consisting of 19 Pages

**SECOND AMENDMENT TO TERM CONTRACT
FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)**

THIS SECOND AMENDMENT is made and entered into this 2nd day of June, 2023, and is to that certain Agreement made and entered into on the 15th day of January, 2020, as amended on June 10, 2022, between P & S PAVING, INC., whose address is 3701 Olson Drive, Daytona Beach, Florida 32124, in this Amendment referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 15, 2020, as amended on June 10, 2022, to provide Pavement Management Program services in Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and Fee Structure, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services and Fee Structure attached to this Second Amendment as Exhibit A.



2. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

P & S PAVING, INC.

Diana L. West
DIANA L. WEST, Secretary

By: Curtis Long
CURTIS LONG, Vice-President

Date: May 19, 2023

(CORPORATE SEAL)

SEMINOLE COUNTY, FLORIDA

Witness

Print Name:

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date:

6/7/2023

Witness

Print Name:

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Approved as to form and
legal sufficiency.

County Attorney

GLK/lpk

5/3/23

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-603616 2am (P&S).docx

Attachment:

Exhibit A – Scope of Services and Fee Structure

Second Amendment to IFB-603616-19/BJC

Page 2 of 2.



EXHIBIT A Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

IFB-603616-19/BJC – Pavement Management Program



GROUP II – Sand and Seal**Prime and Tack Coats for Base Courses**

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt**Milling Existing Asphalt Pavement (Contractor)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the



property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo.
(Section 327).

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford.
(Section 327).

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. (Section 327).

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's.
(Section 102).

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each:

IFB-603616-19/BJC – Pavement Management Program



Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. (Section 102 & 710).

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.

Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

IFB-603616-19/BJC – Pavement Management Program



It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) \$500.00 for each day for minor streets/roads.

Payment for LD is set at a rate of (-) \$1000.00 for each day for major roads.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. (Section 101).

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. (Section 102).

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. (Section 102).

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. (Section 102).

IFB-603616-19/BJC – Pavement Management Program



Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. (Section 425).

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. (Section 525).

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. (Section 320; 334 & 337).

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

IFB-603616-19/BJC – Pavement Management Program



GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials.
(Section 120).

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment.
(Section 120):

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials.
(Section 121).

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by (Section 160).

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. (Section 285).

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. (Section 570).

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

IFB-603616-19/BJC – Pavement Management Program



Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

IFB-603616-19/BJC – Pavement Management Program



**Part 4
Price Submittal**

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: P&S Paving, Inc.
 Mailing Address: 3701 Olsen Drive
 Street Address: 3701 Olsen Drive
 City/State/Zip: Daytona Beach, Florida 32124
 Phone Number: (386) 258-7911 FAX Number: (386) 258-9313
 E-Mail Address: jmurray@pandspaving.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>26,466,940.30</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>67,190.00</u>
Group III - Milling	Subtotal: \$	<u>757,020.00</u>
Group IV - Striping	Subtotal: \$	<u>59,813.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>134,651.42</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>359,620.00</u>
Group VII - Earthwork	Subtotal: \$	<u>1,106,804.00</u>
TOTAL BID:	\$	<u>28,952,038.72</u>

Performance/Payment/Material-Workmanship Bonds Costs: 1% of contract value.
 (Do not include in Unit Costs)



IFB-603616-19BJC - Pavement Management Program Services
Road Construction Products & Related Materials



Group I: Asphalt Concrete and Friction Course In-place

Pay Item No.	Item Description	0-40 Tons/Job	0-60 Tons/Job	81-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	4001-20000 Tons/Job	20001-40000 Tons/Job	Over 40000 Tons/Job	Sum of Extended Costs
334-1-13	Superpave Asphalt Concrete Traffic Level B	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,000 Tons Total \$ 108,337.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 310,337.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 910,337.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 2,710,337.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 9,110,337.00 Estimated 100,000 Tons	\$ 1,479,483.50
334-1-13	Superpave Asphalt Concrete Traffic Level C	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,000 Tons Total \$ 108,337.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 310,337.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 910,337.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 2,710,337.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 9,110,337.00 Estimated 100,000 Tons	\$ 3,341,397.00
334-1-22	Superpave Asphalt Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,000 Tons Total \$ 108,337.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 310,337.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 910,337.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 2,710,337.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 9,110,337.00 Estimated 100,000 Tons	\$ 1,772,907.50
334-1-23	Superpave Asphalt Concrete Traffic Level C (PG 76-22)	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,000 Tons Total \$ 108,337.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 310,337.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 910,337.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 2,710,337.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 9,110,337.00 Estimated 100,000 Tons	\$ 4,730,997.00
334-1-27	Superpave Asphalt Concrete Traffic Level C High Polymer	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,000 Tons Total \$ 108,337.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 310,337.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 910,337.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 2,710,337.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 9,110,337.00 Estimated 100,000 Tons	\$ 2,116,891.00
337-1-42	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 1,168,844.00 Estimated 400 Tons	Estimated 1,000 Tons Total \$ 2,948,844.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 8,848,844.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 29,488,844.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 88,488,844.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 294,888,844.00 Estimated 100,000 Tons	\$ 2,384,301.00
337-1-43	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 1,168,844.00 Estimated 400 Tons	Estimated 1,000 Tons Total \$ 2,948,844.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 8,848,844.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 29,488,844.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 88,488,844.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 294,888,844.00 Estimated 100,000 Tons	\$ 4,546,803.00
337-1-44	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 1,168,844.00 Estimated 400 Tons	Estimated 1,000 Tons Total \$ 2,948,844.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 8,848,844.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 29,488,844.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 88,488,844.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 294,888,844.00 Estimated 100,000 Tons	\$ 1,854,381.50
337-1-45	Asphalt Concrete Friction Course PC-12.5 High Polymer	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 1,168,844.00 Estimated 400 Tons	Estimated 1,000 Tons Total \$ 2,948,844.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 8,848,844.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 29,488,844.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 88,488,844.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 294,888,844.00 Estimated 100,000 Tons	\$ 2,127,839.40
337-1-46	Asphalt Concrete Friction Course PC-12.5 High Polymer	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 1,168,844.00 Estimated 400 Tons	Estimated 1,000 Tons Total \$ 2,948,844.00 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 8,848,844.00 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 29,488,844.00 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 88,488,844.00 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 294,888,844.00 Estimated 100,000 Tons	\$ 2,060,793.40
338-1	Macadam Asphalt Pavement	Estimated 50 Tons Total \$ 184,080.00 Estimated 50 Tons	Estimated 50 Tons Total \$ 237,770.00 Estimated 50 Tons	Estimated 200 Tons Total \$ 740,742.24 Estimated 200 Tons	Estimated 1,000 Tons Total \$ 3,703,703.70 Estimated 1,000 Tons	Estimated 3,000 Tons Total \$ 11,111,111.11 Estimated 3,000 Tons	Estimated 10,000 Tons Total \$ 37,037,037.03 Estimated 10,000 Tons	Estimated 30,000 Tons Total \$ 111,111,111.11 Estimated 30,000 Tons	Estimated 100,000 Tons Total \$ 370,370,370.37 Estimated 100,000 Tons	\$ 52,707.00
Total For Group I										\$ 26,468,840.30

Company Name: P&S





Amendment 2

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal In-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
2-1	Prime and Sand (Section 918)	Estimated 500 SY \$ 2.03 /SY Total: \$ 1,015.83	Estimated 500 SY \$ 2.44 /SY Total: \$ 1,220.00	Estimated 1500 SY \$ 0.88 /SY Total: \$ 1,015.83	Estimated 1500 SY \$ 0.81 /SY Total: \$ 1,215.00	Estimated 2500 SY \$ 0.62 /SY Total: \$ 1,551.96	Estimated 2500 SY \$ 0.74 /SY Total: \$ 1,850.00	Estimated 3500 SY \$ 0.62 /SY Total: \$ 2,172.75	Estimated 3500 SY \$ 0.74 /SY Total: \$ 2,590.00	\$ 6,875.00
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY \$ 14.90 /SY Total: \$ 7,449.42	Estimated 500 SY \$ 17.88 /SY Total: \$ 8,940.00	Estimated 1500 SY \$ 6.21 /SY Total: \$ 9,311.78	Estimated 1500 SY \$ 7.45 /SY Total: \$ 11,175.00	Estimated 2500 SY \$ 6.59 /SY Total: \$ 13,967.68	Estimated 2500 SY \$ 6.70 /SY Total: \$ 16,750.00	Estimated 3500 SY \$ 5.59 /SY Total: \$ 19,554.73	Estimated 3500 SY \$ 6.70 /SY Total: \$ 23,450.00	\$ 60,315.00
TOTAL FOR GROUP II										\$ 67,190.00

Company Name: P&S

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IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement In-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pymt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 7.28 /SY Inch Total: \$ 7,280.12	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,740.00	Estimated 2,000 SY \$ 3.88 /SY Inch Total: \$ 7,765.46	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 8,320.00	Estimated 6,000 SY \$ 2.91 /SY Inch Total: \$ 23,296.37	Estimated 8,000 SY \$ 3.49 /SY Inch Total: \$ 27,920.00	Estimated 30,000 SY \$ 2.31 /SY Inch Total: \$ 69,415.05	Estimated 30,000 SY \$ 2.78 /SY Inch Total: \$ 83,400.00	\$ 129,380.00
327-70-B	Milling Existing Asphalt Pymt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL 32771	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 3,000 SY \$ 4.66 /SY Inch Total: \$ 13,984.59	Estimated 3,000 SY \$ 5.59 /SY Inch Total: \$ 16,770.00	Estimated 10,000 SY \$ 3.50 /SY Inch Total: \$ 34,989.70	Estimated 10,000 SY \$ 4.20 /SY Inch Total: \$ 42,000.00	Estimated 40,000 SY \$ 2.91 /SY Inch Total: \$ 116,481.64	Estimated 40,000 SY \$ 3.49 /SY Inch Total: \$ 139,600.00	\$ 208,850.00
327-70-C	Milling Existing Asphalt Pymt. (Oviedo Yard) Milled Material delivered to: 1820 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY \$ 7.74 /SY Inch Total: \$ 7,740.00	Estimated 1,000 SY \$ 9.29 /SY Inch Total: \$ 9,290.00	Estimated 4,000 SY \$ 4.13 /SY Inch Total: \$ 16,520.00	Estimated 4,000 SY \$ 4.96 /SY Inch Total: \$ 19,840.00	Estimated 12,000 SY \$ 3.10 /SY Inch Total: \$ 37,200.00	Estimated 12,000 SY \$ 3.72 /SY Inch Total: \$ 44,640.00	Estimated 50,000 SY \$ 2.58 /SY Inch Total: \$ 129,000.00	Estimated 50,000 SY \$ 3.10 /SY Inch Total: \$ 155,000.00	\$ 228,770.00
327-70-D	Milling Existing Asphalt Pymt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL 32773	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 9,323.06	Estimated 2,000 SY \$ 5.59 /SY Inch Total: \$ 11,180.00	Estimated 6,000 SY \$ 3.50 /SY Inch Total: \$ 20,993.82	Estimated 8,000 SY \$ 4.20 /SY Inch Total: \$ 25,200.00	Estimated 20,000 SY \$ 2.91 /SY Inch Total: \$ 58,240.92	Estimated 20,000 SY \$ 3.49 /SY Inch Total: \$ 69,800.00	\$ 116,660.00
327-70-E	Milling Existing Asphalt Pymt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 9,323.06	Estimated 2,000 SY \$ 5.59 /SY Inch Total: \$ 11,180.00	Estimated 4,000 SY \$ 3.50 /SY Inch Total: \$ 13,995.88	Estimated 4,000 SY \$ 4.20 /SY Inch Total: \$ 16,800.00	Estimated 10,000 SY \$ 2.91 /SY Inch Total: \$ 29,120.46	Estimated 10,000 SY \$ 3.49 /SY Inch Total: \$ 34,900.00	\$ 73,360.00
TOTAL FOR GROUP III										\$ 757,020.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Unit Cost +20%	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 6.67	\$ 8.01	\$ 13,346.40
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 2.00	\$ 2.40	\$ 2,001.96
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 2.00	\$ 2.40	\$ 2,001.96
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.33	\$ 0.40	\$ 6,673.20
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 0.33	\$ 0.40	\$ 1,334.64
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 4.00	\$ 4.80	\$ 8,007.84
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.33	\$ 0.40	\$ 10,009.80
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 1.67	\$ 2.00	\$ 3,336.60
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 94.54	\$ 113.44	\$ 1,890.74
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 133.48	\$ 160.16	\$ 2,669.28
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 46.71	\$ 56.05	\$ 2,335.62
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 6.01	\$ 7.21	\$ 60.06
TOTAL FOR GROUP IV						\$ 59,813.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Quantity +20%	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00.	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item In Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Do Not Include this Item In Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item In Bid Total.
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response \$3,336.60	Estimated 1 EA per Response \$4,003.92	\$ 4,003.92
102-1	Maintenance of Traffic. Includes all Labor, Equipment and Materials. (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /ED	Estimated 30 ED \$ 1,500.00 /ED	\$ 45,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR \$83.42	Estimated 100 HR \$100.10	\$ 10,010.00
102-99	Portable Changeable Message Sign	Estimated 1,000 ED \$33.37	Estimated 1,000 ED \$40.04	\$ 40,040.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 6.67 /SY	Estimated 800 SY \$8.00	\$ 6,400.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 166.83 /EA	Estimated 25 EA \$200.20	\$ 5,005.00
425-7	Manhole Ring Adjustment	Estimated 25 EA \$ 260.25 /EA	Estimated 25 EA \$300.30	\$ 7,507.50
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 27.81 /LF	Estimated 500 LF \$33.37	\$ 16,685.00
TOTAL FOR GROUP V				\$ 134,651.42

Company Name: P&S

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IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Plant +20%	FOB Job Site	FOB Job Site +20%	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 72.29 /Ton Total: \$ 72,293.00	Estimated 1000 Tons \$ 86.75 /Ton Total: \$ 86,750.00	Estimated 200 Tons \$ 97.87 /Ton Total: \$ 19,574.72	Estimated 200 Tons \$ 117.45 /Ton Total: \$ 23,490.00	\$ 110,240.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 74.52 /Ton Total: \$ 74,517.40	Estimated 1000 Tons \$ 89.42 /Ton Total: \$ 89,420.00	Estimated 200 Tons \$ 103.43 /Ton Total: \$ 20,686.92	Estimated 200 Tons \$ 124.12 /Ton Total: \$ 24,824.00	\$ 114,244.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 90.09 /Ton Total: \$ 18,017.64	Estimated 200 Tons \$ 108.11 /Ton Total: \$ 21,622.00	Estimated 200 Tons \$ 114.56 /Ton Total: \$ 22,911.32	Estimated 200 Tons \$ 137.47 /Ton Total: \$ 27,494.00	\$ 49,116.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 92.31 /Ton Total: \$ 18,462.52	Estimated 200 Tons \$ 110.78 /Ton Total: \$ 22,156.00	Estimated 200 Tons \$ 114.56 /Ton Total: \$ 22,911.32	Estimated 200 Tons \$ 137.47 /Ton Total: \$ 27,494.00	\$ 49,650.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 23.91 /Ton Total: \$ 11,956.15	Estimated 500 Tons \$ 28.69 /Ton Total: \$ 14,345.00	Estimated 500 Tons \$ 28.69 /Ton Total: \$ 13,346.40	Estimated 500 Tons \$ 32.03 /Ton Total: \$ 16,015.00	\$ 30,360.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 5.00 /Gal Total: \$ 5,004.90	Estimated 1000 Gallons \$ 6.01 /Ton Total: \$ 6,010.00			\$ 6,010.00
TOTAL FOR GROUP VI						\$ 359,620.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Pay Item No.	Description	0-50 CY/Job	0-50 CY/Job +20%	51-100 CY/Job	51-100 CY/Job +20%	101-500 CY/Job	101-500 CY/Job +20%	Over 500 CY/Job	Over 500 CY/Job +20%	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 146.73 /CY Total: \$ 7,336.65	Estimated 50 CY \$ 176.06 /CY Total: \$ 8,804.00	Estimated 100 CY \$ 73.37 /CY Total: \$ 7,336.65	Estimated 100 CY \$ 88.04 /CY Total: \$ 8,804.00	Estimated 500 CY \$ 14.67 /CY Total: \$ 7,336.65	Estimated 500 CY \$ 17.61 /CY Total: \$ 8,805.00	Estimated 500 CY \$ 9.20 /CY Total: \$ 7,359.12	Estimated 500 CY \$ 11.04 /CY Total: \$ 8,832.00	\$ 35,245.00
120-8	Embankment	Estimated 50 CY \$ 79.01 /SY Total: \$ 3,950.45	Estimated 50 CY \$ 94.81 /CY Total: \$ 4,740.50	Estimated 100 CY \$ 39.50 /SY Total: \$ 3,950.45	Estimated 100 CY \$ 47.41 /CY Total: \$ 4,741.00	Estimated 500 CY \$ 18.06 /SY Total: \$ 9,029.80	Estimated 500 CY \$ 21.87 /CY Total: \$ 10,835.00	Estimated 500 CY \$ 12.42 /SY Total: \$ 9,932.56	Estimated 500 CY \$ 14.90 /CY Total: \$ 11,920.00	\$ 32,236.50
121-70	Flowable Fill	Estimated 50 CY \$ 396.05 /CY Total: \$ 19,782.25	Estimated 50 CY \$ 474.05 /CY Total: \$ 23,702.50	Estimated 100 CY \$ 396.05 /CY Total: \$ 39,504.50	Estimated 100 CY \$ 474.05 /CY Total: \$ 47,405.00	Estimated 500 CY \$ 396.05 /CY Total: \$ 19,782.25	Estimated 500 CY \$ 474.05 /CY Total: \$ 23,702.50	Estimated 500 CY \$ 396.05 /CY Total: \$ 39,504.50	Estimated 500 CY \$ 474.05 /CY Total: \$ 47,405.00	\$ 71,107.50
160-4	12" Type B Stabilization LBR 40	Estimated 500 SY \$ 10.72 /SY Total: \$ 5,361.33	Estimated 500 SY \$ 12.87 /CY Total: \$ 6,435.00	Estimated 2000 SY \$ 8.18 /SY Total: \$ 16,366.15	Estimated 2000 SY \$ 9.82 /CY Total: \$ 19,640.00	Estimated 3000 SY \$ 5.64 /SY Total: \$ 16,930.50	Estimated 3000 SY \$ 6.77 /CY Total: \$ 20,310.00	Estimated 4000 SY \$ 4.80 /SY Total: \$ 19,187.80	Estimated 4000 SY \$ 5.76 /CY Total: \$ 23,040.00	\$ 69,425.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 16.93 /SY Total: \$ 8,465.25	Estimated 500 SY \$ 20.32 /CY Total: \$ 10,180.00	Estimated 1000 SY \$ 14.48 /SY Total: \$ 14,458.65	Estimated 1000 SY \$ 17.35 /CY Total: \$ 17,350.00	Estimated 1500 SY \$ 13.33 /SY Total: \$ 19,994.92	Estimated 1500 SY \$ 16.00 /CY Total: \$ 24,000.00	Estimated 2000 SY \$ 12.22 /SY Total: \$ 24,447.84	Estimated 2000 SY \$ 14.67 /CY Total: \$ 29,340.00	\$ 80,850.00
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 33.86 /SY Total: \$ 16,930.50	Estimated 500 SY \$ 40.63 /CY Total: \$ 20,315.00	Estimated 1000 SY \$ 28.22 /SY Total: \$ 28,217.50	Estimated 1000 SY \$ 33.86 /CY Total: \$ 33,860.00	Estimated 1500 SY \$ 18.49 /SY Total: \$ 27,732.16	Estimated 1500 SY \$ 22.19 /CY Total: \$ 33,285.00	Estimated 2000 SY \$ 17.36 /SY Total: \$ 34,718.81	Estimated 2000 SY \$ 20.83 /CY Total: \$ 41,660.00	\$ 129,120.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 40.00 /SY Total: \$ 20,000.00	Estimated 500 SY \$ 48.00 /CY Total: \$ 24,000.00	Estimated 1000 SY \$ 30.00 /SY Total: \$ 30,000.00	Estimated 1000 SY \$ 36.00 /CY Total: \$ 36,000.00	Estimated 1500 SY \$ 22.01 /SY Total: \$ 33,015.00	Estimated 1500 SY \$ 26.41 /CY Total: \$ 39,615.00	Estimated 2000 SY \$ 21.01 /SY Total: \$ 42,020.00	Estimated 2000 SY \$ 25.21 /CY Total: \$ 50,420.00	\$ 150,035.00
285-709-B	Base Group 09 (8" Type B-12.5)	Estimated 500 SY \$ 79.01 /SY Total: \$ 39,504.50	Estimated 500 SY \$ 94.81 /CY Total: \$ 47,405.00	Estimated 1000 SY \$ 56.44 /SY Total: \$ 112,870.00	Estimated 1000 SY \$ 67.72 /CY Total: \$ 135,440.00	Estimated 1500 SY \$ 34.31 /SY Total: \$ 102,937.44	Estimated 1500 SY \$ 41.17 /CY Total: \$ 123,510.00	Estimated 2000 SY \$ 33.18 /SY Total: \$ 132,735.12	Estimated 2000 SY \$ 39.82 /CY Total: \$ 159,280.00	\$ 465,635.00
570-1-2	Performance Turf, Sod	Estimated 500 SY \$ 9.03 /SY Total: \$ 4,514.80	Estimated 500 SY \$ 10.84 /CY Total: \$ 5,420.00	Estimated 1000 SY \$ 6.77 /SY Total: \$ 6,772.20	Estimated 1000 SY \$ 8.13 /CY Total: \$ 8,130.00	Estimated 1500 SY \$ 5.64 /SY Total: \$ 8,465.25	Estimated 1500 SY \$ 6.77 /CY Total: \$ 10,155.00	Estimated 2000 SY \$ 4.61 /SY Total: \$ 9,029.80	Estimated 2000 SY \$ 5.42 /CY Total: \$ 10,840.00	\$ 34,545.00
577-70	Shoulder Rework	Estimated 500 SY \$ 15.80 /SY Total: \$ 7,900.80	Estimated 500 SY \$ 18.96 /CY Total: \$ 9,480.00	Estimated 1000 SY \$ 6.77 /SY Total: \$ 6,772.20	Estimated 1000 SY \$ 8.13 /CY Total: \$ 8,130.00	Estimated 1500 SY \$ 5.64 /SY Total: \$ 8,465.25	Estimated 1500 SY \$ 6.77 /CY Total: \$ 10,155.00	Estimated 2000 SY \$ 4.61 /SY Total: \$ 9,029.80	Estimated 2000 SY \$ 5.42 /CY Total: \$ 10,840.00	\$ 38,605.00
TOTAL FOR GROUP VII										\$ 1,106,804.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 26,466,940.30
Group II	Sand and Seal in-place	\$ 67,190.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 757,020.00
Group IV	Temporary Pavement Marking in-place	\$ 59,813.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	\$ 134,651.42
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 359,620.00
Group VII	Earthwork	\$ 1,106,804.00
TOTAL GROUP I THRU VII		\$ 28,952,038.72

Company Name: P&S

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EXHIBIT "BOND SAMPLE"

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: P&S Paving, Inc.
Principal Business Address: 3701 Olson Drive
Daytona Beach, Florida 32124
Contact Person: Curtis Long, Vice President
Phone Number: (386) 258-7911

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$ _____

**City Project Number: Pavement Management Program Services
Seminole County Piggyback**

Description of Work: Pavement Management Program Services

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

Legal Description: Locations within 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.

P&S Paving, Inc.

Pavement Management Program 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, **P&S Paving, 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 _____ 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 Piggyback Agreement, having an effective date of _____, entered into by and between the Principal and the City, for Pavement Management Program 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 is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

P&S PAVING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Curtis Long, Vice President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

EXHIBIT "TASK AUTHORIZATION SAMPLE"

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Piggyback Agreement dated [REDACTED]
Between the City of Port Orange, Florida and P&S Paving, 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 **P&S PAVING, INC.**, a Florida corporation with its principal place of business at 3701 Olson Drive, Daytona Beach, Florida 32124 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ [REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. [REDACTED].
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

P&S PAVING, INC.

By: _____
Printed Name: _____ Curtis Long, Vice President

Date: _____
Printed Name: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager

Date: _____

ATTEST:

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

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2023

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

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (386) 239-5742 E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: Great American Assurance Company INSURER C: The Charter Oak Fire Insurance Company INSURER D: Westchester Surplus Lines Insurance Company INSURER E: Travelers Excess and Surplus Lines Company INSURER F:	NAIC # 25658 16691 25615 10172 29696
INSURED P&S PAVING INC. 3701 OLSON DRIVE DAYTONA BEACH FL 32124		

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			VTC2K-9T259756-IND-23	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			VTC2K-CAP-9T259768-IND-23	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			TUE 5070068 00	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB-5W448764-23-25-K	05/15/2023	05/15/2024	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION LIABILITY			G73551390 002	05/15/2023	05/15/2024	Each Pollution Condition \$2,000,000 General Aggregate \$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

CONTRACT IFB 603616 19 BJC

CITY OF PORT ORANGE ITS OFFICIALS, OFFICERS AND EMPLOYEES 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 1000 CITY CENTER CIRCLE PORT ORANGE FL 32119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED P&S PAVING 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**OTHER POLICIES:**

INLAND MARINE-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #630 6W809025-EFFECTIVE 5/15/23 TO 5/15/24-EQUIPMENT LEASED/RENTED \$500,000 LIMIT

CURRENT BLANKET POLICY FORMS:**GENERAL LIABILITY:**

- 1) CG D6 04 0219 - BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (ONGOING & COMPLETED OPERATIONS)
- 2) CGT100 0219 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MGR OR LESSOR OF PREMISES; PRIMARY NON-CONTRIBUTORY)
- 3) CG D3 16 0219 - XTEND ENDORSEMENT FOR CONTRACTORS (WAIVER OF SUBROGATION)
- 4) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY

- 1) CA T4 74 08 17 - ADDITIONAL INSURED - BLANKET - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE
- 2) CA F2 19 0321 - BUSINESS AUTO EXTENSION ENDORSEMENT - FLORIDA (WAIVER OF SUBROGATION)
- 3) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

EXCESS LIABILITY**FOLLOW-FORM COVERAGE**

THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND EMPLOYERS LIABILITY.

WORKERS COMPENSATION

- 1) WC 00 03 13 - WAIVER OF OUR RIGHT TO RECOVER
- 2) WC 99 06 R3 - NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS (30 DAY NOTICE OF CANCELLATION)

POLLUTION LIABILITY

- 1) ENV-3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS
- 2) ENV-3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS -COMPLETED OPERATIONS HAZARD
- 3) ENV-3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 4) ENV-3253 1218 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C8d) Approval of Task Authorization No. 2 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Town West Blvd. in the amount of \$1,510,873.70 and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed \$50,000.00

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 2 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Town West Blvd. in the amount of \$1,510,873.70 and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed \$50,000.00; and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On August 14, 2023, the City entered into Piggyback Agreement CA8208 with P&S Paving under Seminole County IFB-603616-19/BJC Pavement Management Program.

The Engineering Department is requesting approval of Task Authorization No. 2 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Town West Blvd. in the amount of \$1,510,873.70 and requesting authorization of an allowance for unforeseen conditions (contingency) in an amount not to exceed \$50,000.00.

The quote provided is an estimate and not the final price. Per the contract, the vendor will bill for the actual work performed. The additional allowance request is intended to help cover any additional costs that may arise during the project. This project is part of the current Fiscal Year CIP.

This Task Authorization will require a Performance & Payment Bond and will need 180 days from the Notice to Proceed to complete.

TOWN WEST BLVD PAVING



PRESENTER: Junos Reed

ATTACHMENTS:

1.	P&S Paving, Inc. Task Authorization No. 2 - Town West Blvd Paving	P&S Paving, Inc. Task Authorization No. 2 - Town West Blvd Paving.pdf
2.	P&S Paving Quote -Town West With Bond	P&S Paving Quote -Town West With Bond.pdf
3.	Executed P& S Paving, Inc Piggyback Agreement CA8208	Executed P& S Paving, Inc Piggyback Agreement CA8208.pdf
4.	PS Paving COI	PS Paving COI.pdf

Julia Wiggins
Richard Colby
Junos Reed
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 10/31/2023
Approved - 11/1/2023
Approved - 11/7/2023
Approved - 11/17/2023
Approved - 11/28/2023
Approved - 12/1/2023
Final Approval - 12/1/2023

TASK AUTHORIZATION NO. 2
Piggyback Agreement dated August 14, 2023
Between the City of Port Orange, Florida and P&S Paving, 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 **P&S PAVING, INC.**, a Florida corporation with its principal place of business at 3701 Olson Drive, Daytona Beach, Florida 32124 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Reconstruction / Resurfacing of Town West Blvd.** and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within **180** days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$1,510,873.70**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this **Task Authorization No. 2.**
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:

P&S PAVING, INC.

Printed Name: _____ By: _____
Curtis Long, 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 2

EXHIBIT "1"

P & S PAVING, INC

TOWN WEST BLVD

To: City of Port Orange

Date: 11/2/2023

Job Name: Town West

Location: Port Orange

Attn: Estimating

Phone: 386-506-5751

Email: jwiggins@port-orange.org

We hereby submit estimates for: On-Site Asphalt Paving

<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
	Town West 4" Milling	36,000.00	SY	\$ 11.12	\$ 400,320.00
	Town West 2.5" SP-12.5	4,950.00	TN	\$ 119.19	\$ 589,990.50
	Town West 1.5" FC-12.5 76-22	2,970.00	TN	\$ 141.91	\$ 421,472.70
	6" White Stripe Paint	2,641.00	LF	\$ 0.40	\$ 1,056.40
	6" White Skip Paint	726.00	LF	\$ 0.40	\$ 290.40
	8" White Stripe Paint	1,080.00	LF	\$ 0.40	\$ 432.00
	12" White Stripe Paint	1,189.00	LF	\$ 0.40	\$ 475.60
	18" White Stripe Paint	213.00	LF	\$ 2.00	\$ 426.00
	24" White Stripe Paint	193.00	LF	\$ 4.80	\$ 926.40
	Arrows Paint	42.00	EA	\$ 56.05	\$ 2,354.10
	6" Yellow Paint	214.00	LF	\$ 0.40	\$ 85.60
	18" Yellow Paint	184.00	LF	\$ 2.00	\$ 368.00
	Mobilization	1.00	LS	\$ 70,909.00	\$ 70,909.00
	Maintenance of Traffic	12.00	EA	\$ 1,500.00	\$ 18,000.00
				Town West Total	\$ 1,507,106.70
	P&P Bond Estimate				\$ 3,767.00

~~12. All work other than the items specifically listed in the above quotation is excluded.--~~

~~13. This proposal, word for word, in its entirety shall be included in and become the governing part of any executed contractual agreement when issued. We reserve the right to review and decline acceptance of any terms or conditions modified by Owner/Prime Contractor.--~~

~~14. This proposal cannot be broken up. All items to be included within our contract.--~~

~~15. Above pricing is unit priced. Final payment to be according to actual quantities of work completed.--~~

~~16. Any retainage withheld from P&S Paving must be paid within 30 days from the last day of work performed by P&S Paving regardless of the date the Prime Contractor is to be paid.--~~

~~17. Bond is not included.--~~

~~18. This quote is based on approx. 41 days of production.--~~

~~19. This price is based on a mutually agreed upon schedule.--~~

~~20. P&S anticipates parking equipment in the right of way after every shift.--~~

~~21. Prices are valid for the original contract duration. Any work performed beyond the original contract duration, escalations may apply.--~~

This Proposal may be withdrawn by us
if not accepted within Thirty (15) days.

Submitted by: Erik Jensen
Date: 11/2/2023

**** ALL TERMS AND CONDITIONS SHALL BE IN ACCORDANCE WITH EXECUTED SEMINOLE COUNTY INTENT FOR BID 603616-19/BJC TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES, AND AS AMENDED.**

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: P & S Paving, Inc.
Principal Business Address: 3701 Olson Drive
Daytona Beach, Florida 32174
Contact Person: Curtis Long, Vice President
Phone Number: (386) 258-9313

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: \$1,510,873.70

City Project Number: Pavement Management Program Services

Description of Work: Pavement Management Program Services

Project Location: Various locations on Town West Boulevard within the City of Port, Volusia County, Florida

Legal Description: Various locations on Town West Boulevard 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.

P & S Paving, Inc.

**Pavement Management Program Services
Task Authorization No. 2 Town West Boulevard**

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, **P & S Paving, 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 **ONE MILLION FIVE HUNDRED TEN THOUSAND EIGHT HUNDRED SEVENTY-THREE AND 70/100 DOLLARS (\$1,510,873.70)**, 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 Task Authorization No. 2 to Piggyback Agreement, having an effective date of August 14, 2023, entered into by and between the Principal and the City, for Pavement Management Program 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 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2023.

Attest:

P & S PAVING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: Curtis Long, Vice President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

To: **City of Port Orange**

Date: 11/2/2023

Job Name: Town West

Location: Port Orange

Attn: **Estimating**

Phone: 386-506-5751

Email: jwiggins@port-orange.org

We hereby submit estimates for: On-Site Asphalt Paving

<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
	Town West 4" Milling	36,000.00	SY	\$ 11.12	\$ 400,320.00
	Town West 2.5" SP-12.5	4,950.00	TN	\$ 119.19	\$ 589,990.50
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	8" White Stripe Paint	1,080.00	LF	\$ 0.40	\$ 432.00
	12" White Stripe Paint	1,189.00	LF	\$ 0.40	\$ 475.60
	18" White Stripe Paint	213.00	LF	\$ 2.00	\$ 426.00
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	18" Yellow Paint	184.00	LF	\$ 2.00	\$ 368.00
	Mobilization	1.00	LS	\$ 70,909.00	\$ 70,909.00
	Maintenance of Traffic	12.00	EA	\$ 1,500.00	\$ 18,000.00
		Town West Total		\$	1,507,106.70
	P&P Bond Estimate			\$	3,767.00

12. All work other than the items specifically listed in the above quotation is excluded.

13. This proposal, word for word, in its entirety shall be included in and become the governing part of any executed contractual agreement when issued. We reserve the right to review and decline acceptance of any terms or conditions modified by Owner/Prime Contractor.

14. This proposal cannot be broken up. All items to be included within our contract.

15. Above pricing is unit priced. Final payment to be according to actual quantities of work completed.

16. Any retainage withheld from P&S Paving must be paid within 30 days from the last day of work performed by P&S Paving regardless of the date the Prime Contractor is to be paid.

17. Bond is not included.

18. This quote is based on approx. 41 days of production.

19. This price is based on a mutually agreed upon schedule.

20. P&S anticipates parking equipment in the right of way after every shift.

21. Prices are valid for the original contract duration. Any work performed beyond the original contract duration, escalations may apply.

This Proposal may be withdrawn by us
if not accepted within Thirty (15) days.

Submitted by: Erik Jensen
Date: 11/2/2023



CITY OF PORT ORANGE PIGGYBACK AGREEMENT **for Goods and Services**

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
National Joint Powers Alliance ("NJPA")
☒ Seminole County
☐ Other _____

Department:	Engineering Department
Base Contract BID/RFP/RFSQ Number:	Seminole County Intent for Bid 603616-19/BJC Term Contract for Pavement Management Program Services
Alternate Source Contract Number: (Used for State Contracts)	
Contractor Name:	P&S Paving, Inc.
Contractor's Authorized Dealer:	Click here to enter text.
Delivery/Installation/Product/Service Location:	☒ City of Port Orange
Description:	Pavement Management Program Services
Contract Initial Term/Term: (check appropriate term and enter dates)	Base Contract: ☒ From: January 15, 2020 for a period of 3 years. Base Contract renewed the first renewal option for a period from January 15, 2023 through January 14, 2024. COPO: ☒ The effective date of this Agreement shall commence on the date last signed by the Parties and shall continue until January 14, 2024.
Contract Renewal Term: (No. of Renewals and Term for each renewal)	Base Contract: Provides for two (2) successive periods not to exceed one (1) year each. City of Port Orange: Last renewal of the Base Contract from January 15, 2024 to January 14, 2025, contingent upon Seminole County Base Contract renewal, subject to approval of Parties, City Manager approval, and budget appropriation.
Authorization of Services: (check one)	☐ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget
Payment and Performance Bond (Indicate if required)	☒ Yes ☐ No Payment and Performance Bond is required for projects over \$200,000.00
Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "Contract History, Definitions & Terms" ☒ Exhibit "Pricing" as provided in Seminole County Amendment No 2 ☒ Exhibit "Bond Sample" ☒ Exhibit "Task Authorization Sample" ☐ Exhibit "Other"
Contract Administrator:	Junos Reed, Construction and Engineering Manager <i>Engineering Director</i>
Contractor's Authorized Agent Name Printed ¹:	Curtis Long, Vice President

For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

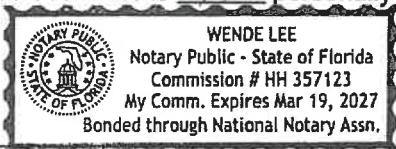
Contractor's Complete Contact Information: P&S Paving, Inc.	Principal Address: 3701 Olson Drive Daytona Beach, Florida 32124	Telephone: (386) 258-7911 E-Mail: wlee@pandspavinginc.com
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Signature: Contractor's Authorized Agent ¹ :		Date: 08-10-23
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Contractor Notary Acknowledgment Block: Seal/Stamp

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 10th day of August, 2023, by Curtis Long, as Vice President of P&S Paving, Inc., a Florida corporation. He is X personally known or _____ produced _____ as identification.




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

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.

Department Head Name, Title Printed:	Junos Reed, Construction and Engineering Manager <u>Director</u>
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Signature: Department Head		Date: 8/14/2023
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Signature: Wayne Clark, City Manager		Date: 8/14/2023
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Attest: Robin L. Fenwick, MMC, City Clerk		Date: 8/14/2023
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ⁱ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.



Exhibit "Contract History, Definitions & Terms"

Contract History

P&S Paving, Inc. ("Contractor") entered into a contract with the Seminole County, Term Contract for Pavement Management Program Services (IFB-603616-19/JBC) ("Base Contract"), for Pavement Management Program Services, pursuant to Intent for Bid 603616-JBC ("IFB-603616019/JBC"), Addendum 1, Addendum 2, and Addendum 3, executed/awarded by the Seminole County Commissioner. The Base Contract has an effective term commencing on January 15, 2020 and continuing for a period of 3 years, which may be renewed for two (2) successive periods not to exceed one (1) year each. The Base Contract was renewed utilizing the first renewal option, for a term commencing on January 15, 2023 through January 14, 2024, per Purchasing Letter dated October 17, 2022 advising the item was approved by the Seminole County Board of County Commissioners. On June 10, 2022 the Base Contract was amended to revise the scope of services and fee structure, deleting Exhibit "A" of the Base Contract, replacing with the new scope of services and fee structure attached to the First Amendment to Term Contract For Pavement Management Program Services (IB-603616-19/JBC). On June 2, 2023 the Base Contract was amended to revise the scope of services and fee structure, deleting Exhibit "A" of the Base Contract, replacing with the new scope of services and fee structure attached to the First Amendment to Term Contract For Pavement Management Program Services (IB-603616-19/JBC).

Contract documents may be obtained from the City Clerk.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **Public Records Compliance.** Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.
 - (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

5. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

EXHIBIT “PRICING”

Seminole County Executed Amendment No. 2

Consisting of 19 Pages

**SECOND AMENDMENT TO TERM CONTRACT
FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)**

THIS SECOND AMENDMENT is made and entered into this 2nd day of June, 2023, and is to that certain Agreement made and entered into on the 15th day of January, 2020, as amended on June 10, 2022, between P & S PAVING, INC., whose address is 3701 Olson Drive, Daytona Beach, Florida 32124, in this Amendment referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 15, 2020, as amended on June 10, 2022, to provide Pavement Management Program services in Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and Fee Structure, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services and Fee Structure attached to this Second Amendment as Exhibit A.



2. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

P & S PAVING, INC.

Diana L. West
DIANA L. WEST, Secretary

By: Curtis Long
CURTIS LONG, Vice-President

Date: May 19, 2023

(CORPORATE SEAL)

SEMINOLE COUNTY, FLORIDA

Leticia Figueroa
Witness

By: Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Print Name: Leticia Figueroa

6/7/2023
Date:

Louis Strain
Witness

Print Name: Louis Strain

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

GLK/lpk

5/3/23

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-603616 2am (P&S).docx

Attachment:

Exhibit A – Scope of Services and Fee Structure

Second Amendment to IFB-603616-19/BJC

Page 2 of 2.



EXHIBIT A Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

IFB-603616-19/BJC – Pavement Management Program



GROUP II – Sand and Seal**Prime and Tack Coats for Base Courses**

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt**Milling Existing Asphalt Pavement (Contractor)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the



property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo.
(Section 327).

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford.
(Section 327).

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. (Section 327).

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's.
(Section 102).

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each:

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Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

- Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
- Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

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It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) \$500.00 for each day for minor streets/roads.

Payment for LD is set at a rate of (-) \$1000.00 for each day for major roads.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. (Section 101).

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. (Section 102).

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. (Section 102).

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. (Section 102).

IFB-603616-19/BJC – Pavement Management Program



Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. (Section 425).

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. (Section 525).

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. (Section 320; 334 & 337).

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

IFB-603616-19/BJC – Pavement Management Program



GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials.
(Section 120).

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment.
(Section 120):

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials.
(Section 121).

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by (Section 160).

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. (Section 285).

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. (Section 570).

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

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Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

IFB-603616-19/BJC – Pavement Management Program



Part 4
Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: P&S Paving, Inc.
 Mailing Address: 3701 Olsen Drive
 Street Address: 3701 Olsen Drive
 City/State/Zip: Daytona Beach, Florida 32124
 Phone Number: (386) 258-7911 FAX Number: (386) 258-9313
 E-Mail Address: jmurray@pandspaving.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>26,466,940.30</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>67,190.00</u>
Group III - Milling	Subtotal: \$	<u>757,020.00</u>
Group IV - Striping	Subtotal: \$	<u>59,813.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>134,651.42</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>359,620.00</u>
Group VII - Earthwork	Subtotal: \$	<u>1,106,804.00</u>
TOTAL BID:	\$	<u>28,952,038.72</u>

Performance/Payment/Material-Workmanship Bonds Costs: 1% of contract value.
 (Do not include in Unit Costs)



IFB-603616-19BJC - Pavement Management Program Services
Road Construction Products & Related Materials



Group I: Asphalt Concrete and Friction Course In-place

Pay Item No.	Item Description	0-40 Tons/Job	0-60 Tons/Job	81-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	4001-20000 Tons/Job	20001-40000 Tons/Job	Over 40000 Tons/Job	Sum of Extended Costs
334-1-13	Superpave Asphalt Concrete Traffic Level B	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 1,479,483.50
334-1-13	Superpave Asphalt Concrete Traffic Level C	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 3,341,357.00
334-1-22	Superpave Asphalt Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 1,772,907.50
334-1-23	Superpave Asphalt Concrete Traffic Level C (PG 76-22)	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 4,730,997.00
334-1-27	Superpave Asphalt Concrete Traffic Level C High Polymer	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 2,116,891.00
337-1-42	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 2,384,301.00
337-1-43	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 4,546,803.00
337-1-44	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 1,854,381.50
337-1-45	Asphalt Concrete Friction Course PC-12.5 High Polymer	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 2,127,829.40
337-1-46	Asphalt Concrete Friction Course PC-12.5 High Polymer	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 2,060,793.40
338-1	Macadam Asphalt Pavement	Estimated 50 Tons Total \$ 282,187.00	Estimated 50 Tons Total \$ 338,817.00	Estimated 300 Tons Total \$ 1,162,377.00	Estimated 1,000 Tons Total \$ 3,108,337.00	Estimated 3,000 Tons Total \$ 9,324,337.00	Estimated 10,000 Tons Total \$ 32,468,337.00	Estimated 30,000 Tons Total \$ 97,394,337.00	Estimated 100,000 Tons Total \$ 324,683,337.00	\$ 52,707.00
Total For Group I										\$ 26,468,840.30

Company Name: P&S





Amendment 2

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal In-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
2-1	Prime and Sand (Section 918)	Estimated 500 SY \$ 2.03 /SY Total: \$ 1,015.83	Estimated 500 SY \$ 2.44 /SY Total: \$ 1,220.00	Estimated 1500 SY \$ 0.88 /SY Total: \$ 1,015.83	Estimated 1500 SY \$ 0.81 /SY Total: \$ 1,215.00	Estimated 2500 SY \$ 0.62 /SY Total: \$ 1,551.96	Estimated 2500 SY \$ 0.74 /SY Total: \$ 1,850.00	Estimated 3500 SY \$ 0.62 /SY Total: \$ 2,172.75	Estimated 3500 SY \$ 0.74 /SY Total: \$ 2,590.00	\$ 6,875.00
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY \$ 14.90 /SY Total: \$ 7,449.42	Estimated 500 SY \$ 17.88 /SY Total: \$ 8,940.00	Estimated 1500 SY \$ 6.21 /SY Total: \$ 9,311.78	Estimated 1500 SY \$ 7.45 /SY Total: \$ 11,175.00	Estimated 2500 SY \$ 6.59 /SY Total: \$ 13,967.68	Estimated 2500 SY \$ 6.70 /SY Total: \$ 16,750.00	Estimated 3500 SY \$ 5.59 /SY Total: \$ 19,554.73	Estimated 3500 SY \$ 6.70 /SY Total: \$ 23,450.00	\$ 60,315.00
TOTAL FOR GROUP II										\$ 67,190.00

Company Name: P&S

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/07/2023 12:26:04 -04:00
eCertified Id: 7BCC-65FA-AB4G

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement In-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pymt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 7.28 /SY Inch Total: \$ 7,280.12	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,740.00	Estimated 2,000 SY \$ 3.88 /SY Inch Total: \$ 7,765.46	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 8,320.00	Estimated 6,000 SY \$ 2.91 /SY Inch Total: \$ 23,296.37	Estimated 8,000 SY \$ 3.49 /SY Inch Total: \$ 27,920.00	Estimated 30,000 SY \$ 2.31 /SY Inch Total: \$ 69,415.05	Estimated 30,000 SY \$ 2.78 /SY Inch Total: \$ 83,400.00	\$ 129,380.00
327-70-B	Milling Existing Asphalt Pymt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL 32771	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 3,000 SY \$ 4.66 /SY Inch Total: \$ 13,984.59	Estimated 3,000 SY \$ 5.59 /SY Inch Total: \$ 16,770.00	Estimated 10,000 SY \$ 3.50 /SY Inch Total: \$ 34,989.70	Estimated 10,000 SY \$ 4.20 /SY Inch Total: \$ 42,000.00	Estimated 40,000 SY \$ 2.91 /SY Inch Total: \$ 116,481.64	Estimated 40,000 SY \$ 3.49 /SY Inch Total: \$ 139,600.00	\$ 208,850.00
327-70-C	Milling Existing Asphalt Pymt. (Oviedo Yard) Milled Material delivered to: 1820 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY \$ 7.74 /SY Inch Total: \$ 7,740.00	Estimated 1,000 SY \$ 9.29 /SY Inch Total: \$ 9,290.00	Estimated 4,000 SY \$ 4.13 /SY Inch Total: \$ 16,520.00	Estimated 4,000 SY \$ 4.96 /SY Inch Total: \$ 19,840.00	Estimated 12,000 SY \$ 3.10 /SY Inch Total: \$ 37,200.00	Estimated 12,000 SY \$ 3.72 /SY Inch Total: \$ 44,640.00	Estimated 50,000 SY \$ 2.58 /SY Inch Total: \$ 129,000.00	Estimated 50,000 SY \$ 3.10 /SY Inch Total: \$ 155,000.00	\$ 228,770.00
327-70-D	Milling Existing Asphalt Pymt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL 32773	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 9,323.06	Estimated 2,000 SY \$ 5.59 /SY Inch Total: \$ 11,180.00	Estimated 6,000 SY \$ 3.50 /SY Inch Total: \$ 20,993.82	Estimated 8,000 SY \$ 4.20 /SY Inch Total: \$ 25,200.00	Estimated 20,000 SY \$ 2.91 /SY Inch Total: \$ 58,240.92	Estimated 20,000 SY \$ 3.49 /SY Inch Total: \$ 69,800.00	\$ 116,660.00
327-70-E	Milling Existing Asphalt Pymt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 9,323.06	Estimated 2,000 SY \$ 5.59 /SY Inch Total: \$ 11,180.00	Estimated 4,000 SY \$ 3.50 /SY Inch Total: \$ 13,995.88	Estimated 4,000 SY \$ 4.20 /SY Inch Total: \$ 16,800.00	Estimated 10,000 SY \$ 2.91 /SY Inch Total: \$ 29,120.46	Estimated 10,000 SY \$ 3.49 /SY Inch Total: \$ 34,900.00	\$ 73,360.00
TOTAL FOR GROUP III										\$ 757,020.00

Company Name: P&S

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Seminole County, FloridaSeminole County Clerk of the Circuit Court and Comptroller
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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Unit Cost +20%	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 6.67	\$ 8.01	\$ 13,346.40
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 2.00	\$ 2.40	\$ 2,001.96
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 2.00	\$ 2.40	\$ 2,001.96
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.33	\$ 0.40	\$ 6,673.20
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 0.33	\$ 0.40	\$ 1,334.64
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 4.00	\$ 4.80	\$ 8,007.84
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.33	\$ 0.40	\$ 10,009.80
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 1.67	\$ 2.00	\$ 3,336.60
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 94.54	\$ 113.44	\$ 1,890.74
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 133.48	\$ 160.16	\$ 2,669.28
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 46.71	\$ 56.05	\$ 2,335.62
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 6.01	\$ 7.21	\$ 60.06
TOTAL FOR GROUP IV						\$ 59,813.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Quantity +20%	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00.	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item In Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Do Not Include this Item In Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item In Bid Total.
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response \$3,336.60	Estimated 1 EA per Response \$4,003.92	\$ 4,003.92
102-1	Maintenance of Traffic. Includes all Labor, Equipment and Materials. (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /ED	Estimated 30 ED \$ 1,500.00 /ED	\$ 45,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR \$83.42	Estimated 100 HR \$100.10	\$ 10,010.00
102-99	Portable Changeable Message Sign	Estimated 1,000 ED \$33.37	Estimated 1,000 ED \$40.04	\$ 40,040.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 6.67 /SY	Estimated 800 SY \$8.00	\$ 6,400.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 166.83 /EA	Estimated 25 EA \$200.20	\$ 5,005.00
425-7	Manhole Ring Adjustment	Estimated 25 EA \$ 260.25 /EA	Estimated 25 EA \$300.30	\$ 7,507.50
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 27.81 /LF	Estimated 500 LF \$33.37	\$ 16,685.00
TOTAL FOR GROUP V				\$ 134,651.42

Company Name: P&S

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IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Plant +20%	FOB Job Site	FOB Job Site +20%	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 72.29 /Ton Total: \$ 72,293.00	Estimated 1000 Tons \$ 86.75 /Ton Total: \$ 86,750.00	Estimated 200 Tons \$ 97.87 /Ton Total: \$ 19,574.72	Estimated 200 Tons \$ 117.45 /Ton Total: \$ 23,490.00	\$ 110,240.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 74.52 /Ton Total: \$ 74,517.40	Estimated 1000 Tons \$ 89.42 /Ton Total: \$ 89,420.00	Estimated 200 Tons \$ 103.43 /Ton Total: \$ 20,686.92	Estimated 200 Tons \$ 124.12 /Ton Total: \$ 24,824.00	\$ 114,244.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 90.09 /Ton Total: \$ 18,017.64	Estimated 200 Tons \$ 108.11 /Ton Total: \$ 21,622.00	Estimated 200 Tons \$ 114.56 /Ton Total: \$ 22,911.32	Estimated 200 Tons \$ 137.47 /Ton Total: \$ 27,494.00	\$ 49,116.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 92.31 /Ton Total: \$ 18,462.52	Estimated 200 Tons \$ 110.78 /Ton Total: \$ 22,156.00	Estimated 200 Tons \$ 114.56 /Ton Total: \$ 22,911.32	Estimated 200 Tons \$ 137.47 /Ton Total: \$ 27,494.00	\$ 49,650.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 23.91 /Ton Total: \$ 11,956.15	Estimated 500 Tons \$ 28.69 /Ton Total: \$ 14,345.00	Estimated 500 Tons \$ 28.69 /Ton Total: \$ 13,346.40	Estimated 500 Tons \$ 32.03 /Ton Total: \$ 16,015.00	\$ 30,360.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 5.00 /Gal Total: \$ 5,004.90	Estimated 1000 Gallons \$ 6.01 /Ton Total: \$ 6,010.00			\$ 6,010.00
TOTAL FOR GROUP VI						\$ 359,620.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Pay Item No.	Description	0-50 CY/Job	0-50 CY/Job +20%	51-100 CY/Job	51-100 CY/Job +20%	101-500 CY/Job	101-500 CY/Job +20%	Over 500 CY/Job	Over 500 CY/Job +20%	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 146.73 /CY Total: \$ 7,336.65	Estimated 50 CY \$ 176.06 /CY Total: \$ 8,804.00	Estimated 100 CY \$ 73.37 /CY Total: \$ 7,336.65	Estimated 100 CY \$ 88.04 /CY Total: \$ 8,804.00	Estimated 500 CY \$ 14.67 /CY Total: \$ 7,336.65	Estimated 500 CY \$ 17.61 /CY Total: \$ 8,805.00	Estimated 500 CY \$ 9.20 /CY Total: \$ 7,359.12	Estimated 500 CY \$ 11.04 /CY Total: \$ 8,832.00	\$ 35,245.00
120-8	Embankment	Estimated 50 CY \$ 79.01 /SY Total: \$ 3,950.45	Estimated 50 CY \$ 94.81 /CY Total: \$ 4,740.50	Estimated 100 CY \$ 39.50 /SY Total: \$ 3,950.45	Estimated 100 CY \$ 47.41 /CY Total: \$ 4,741.00	Estimated 500 CY \$ 18.06 /SY Total: \$ 9,029.80	Estimated 500 CY \$ 21.87 /CY Total: \$ 10,835.00	Estimated 500 CY \$ 12.42 /SY Total: \$ 9,932.56	Estimated 500 CY \$ 14.90 /CY Total: \$ 11,920.00	\$ 32,236.50
121-70	Flowable Fill	Estimated 50 CY \$ 396.05 /CY Total: \$ 19,782.25	Estimated 50 CY \$ 474.05 /CY Total: \$ 23,702.50	Estimated 100 CY \$ 396.05 /CY Total: \$ 39,504.50	Estimated 100 CY \$ 474.05 /CY Total: \$ 47,405.00	Estimated 500 CY \$ 396.05 /CY Total: \$ 19,782.25	Estimated 500 CY \$ 474.05 /CY Total: \$ 23,702.50	Estimated 500 CY \$ 396.05 /CY Total: \$ 39,504.50	Estimated 500 CY \$ 474.05 /CY Total: \$ 47,405.00	\$ 71,107.50
160-4	12" Type B Stabilization LBR 40	Estimated 500 SY \$ 10.72 /SY Total: \$ 5,361.33	Estimated 500 SY \$ 12.87 /CY Total: \$ 6,435.00	Estimated 2000 SY \$ 8.18 /SY Total: \$ 16,366.15	Estimated 2000 SY \$ 9.82 /CY Total: \$ 19,640.00	Estimated 3000 SY \$ 5.64 /SY Total: \$ 16,930.50	Estimated 3000 SY \$ 6.77 /CY Total: \$ 20,310.00	Estimated 4000 SY \$ 4.80 /SY Total: \$ 19,187.80	Estimated 4000 SY \$ 5.76 /CY Total: \$ 23,040.00	\$ 69,425.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 16.93 /SY Total: \$ 8,465.25	Estimated 500 SY \$ 20.32 /CY Total: \$ 10,180.00	Estimated 1000 SY \$ 14.48 /SY Total: \$ 14,458.65	Estimated 1000 SY \$ 17.35 /CY Total: \$ 17,350.00	Estimated 1500 SY \$ 13.33 /SY Total: \$ 19,994.92	Estimated 1500 SY \$ 16.00 /CY Total: \$ 24,000.00	Estimated 2000 SY \$ 12.22 /SY Total: \$ 24,447.84	Estimated 2000 SY \$ 14.67 /CY Total: \$ 29,340.00	\$ 80,850.00
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 33.86 /SY Total: \$ 16,930.50	Estimated 500 SY \$ 40.63 /CY Total: \$ 20,315.00	Estimated 1000 SY \$ 28.22 /SY Total: \$ 28,217.50	Estimated 1000 SY \$ 33.86 /CY Total: \$ 33,860.00	Estimated 1500 SY \$ 18.49 /SY Total: \$ 27,732.16	Estimated 1500 SY \$ 22.19 /CY Total: \$ 33,285.00	Estimated 2000 SY \$ 17.36 /SY Total: \$ 34,718.81	Estimated 2000 SY \$ 20.83 /CY Total: \$ 41,660.00	\$ 129,120.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 40.00 /SY Total: \$ 20,000.00	Estimated 500 SY \$ 48.00 /CY Total: \$ 24,000.00	Estimated 1000 SY \$ 30.00 /SY Total: \$ 30,000.00	Estimated 1000 SY \$ 36.00 /CY Total: \$ 36,000.00	Estimated 1500 SY \$ 22.01 /SY Total: \$ 33,015.00	Estimated 1500 SY \$ 26.41 /CY Total: \$ 39,615.00	Estimated 2000 SY \$ 21.01 /SY Total: \$ 42,020.00	Estimated 2000 SY \$ 25.21 /CY Total: \$ 50,420.00	\$ 150,035.00
285-709-B	Base Group 09 (8" Type B-12.5)	Estimated 500 SY \$ 79.01 /SY Total: \$ 39,504.50	Estimated 500 SY \$ 94.81 /CY Total: \$ 47,405.00	Estimated 2000 SY \$ 56.44 /SY Total: \$ 112,870.00	Estimated 2000 SY \$ 67.72 /CY Total: \$ 135,440.00	Estimated 3000 SY \$ 34.31 /SY Total: \$ 102,937.44	Estimated 3000 SY \$ 41.17 /CY Total: \$ 123,510.00	Estimated 4000 SY \$ 33.18 /SY Total: \$ 132,735.12	Estimated 4000 SY \$ 39.82 /CY Total: \$ 159,280.00	\$ 465,635.00
570-1-2	Performance Turf, Sod	Estimated 500 SY \$ 9.03 /SY Total: \$ 4,514.80	Estimated 500 SY \$ 10.84 /CY Total: \$ 5,420.00	Estimated 1000 SY \$ 6.77 /SY Total: \$ 6,772.20	Estimated 1000 SY \$ 8.13 /CY Total: \$ 8,130.00	Estimated 1500 SY \$ 5.64 /SY Total: \$ 8,465.25	Estimated 1500 SY \$ 6.77 /CY Total: \$ 10,155.00	Estimated 2000 SY \$ 4.61 /SY Total: \$ 9,029.80	Estimated 2000 SY \$ 5.42 /CY Total: \$ 10,840.00	\$ 34,545.00
577-70	Shoulder Rework	Estimated 500 SY \$ 15.80 /SY Total: \$ 7,900.80	Estimated 500 SY \$ 18.96 /CY Total: \$ 9,480.00	Estimated 1000 SY \$ 6.77 /SY Total: \$ 6,772.20	Estimated 1000 SY \$ 8.13 /CY Total: \$ 8,130.00	Estimated 1500 SY \$ 5.64 /SY Total: \$ 8,465.25	Estimated 1500 SY \$ 6.77 /CY Total: \$ 10,155.00	Estimated 2000 SY \$ 4.61 /SY Total: \$ 9,029.80	Estimated 2000 SY \$ 5.42 /CY Total: \$ 10,840.00	\$ 38,605.00
TOTAL FOR GROUP VII										\$ 1,106,804.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 26,466,940.30
Group II	Sand and Seal in-place	\$ 67,190.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 757,020.00
Group IV	Temporary Pavement Marking in-place	\$ 59,813.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	\$ 134,651.42
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 359,620.00
Group VII	Earthwork	\$ 1,106,804.00
TOTAL GROUP I THRU VII		\$ 28,952,038.72

Company Name: P&S

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EXHIBIT "BOND SAMPLE"

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: P&S Paving, Inc.
Principal Business Address: 3701 Olson Drive
Daytona Beach, Florida 32124
Contact Person: Curtis Long, Vice President
Phone Number: (386) 258-7911

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$ _____

**City Project Number: Pavement Management Program Services
Seminole County Piggyback**

Description of Work: Pavement Management Program Services

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

Legal Description: Locations within 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.

P&S Paving, Inc.

Pavement Management Program 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, **P&S Paving, 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 _____ 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 Piggyback Agreement, having an effective date of _____, entered into by and between the Principal and the City, for Pavement Management Program 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 is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

P&S PAVING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Curtis Long, Vice President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

EXHIBIT "TASK AUTHORIZATION SAMPLE"

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Piggyback Agreement dated [REDACTED]
Between the City of Port Orange, Florida and P&S Paving, 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 **P&S PAVING, INC.**, a Florida corporation with its principal place of business at 3701 Olson Drive, Daytona Beach, Florida 32124 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ [REDACTED]. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as **Task Authorization Exhibit "2,"** and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. [REDACTED].
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

P&S PAVING, INC.

Printed Name: _____ By: _____
Curtis Long, Vice President

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager

Date: _____

ATTEST:

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

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2023

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

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

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (386) 239-5742 E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: Great American Assurance Company INSURER C: The Charter Oak Fire Insurance Company INSURER D: Westchester Surplus Lines Insurance Company INSURER E: Travelers Excess and Surplus Lines Company INSURER F:	NAIC # 25658 16691 25615 10172 29696
INSURED P&S PAVING INC. 3701 OLSON DRIVE DAYTONA BEACH FL 32124		

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			VTC2K-9T259756-IND-23	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			VTC2K-CAP-9T259768-IND-23	05/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			TUE 5070068 00	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB-5W448764-23-25-K	05/15/2023	05/15/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION LIABILITY			G73551390 002	05/15/2023	05/15/2024	Each Pollution Condition \$2,000,000 General Aggregate \$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
CONTRACT IFB 603616 19 BJC
CITY OF PORT ORANGE ITS OFFICIALS, OFFICERS AND EMPLOYEES 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 1000 CITY CENTER CIRCLE PORT ORANGE FL 32119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED P&S PAVING 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**OTHER POLICIES:**

INLAND MARINE-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #630 6W809025-EFFECTIVE 5/15/23 TO 5/15/24-EQUIPMENT LEASED/RENTED \$500,000 LIMIT

CURRENT BLANKET POLICY FORMS:**GENERAL LIABILITY:**

- 1) CG D6 04 0219 - BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (ONGOING & COMPLETED OPERATIONS)
- 2) CGT100 0219 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MGR OR LESSOR OF PREMISES; PRIMARY NON-CONTRIBUTORY)
- 3) CG D3 16 0219 - XTEND ENDORSEMENT FOR CONTRACTORS (WAIVER OF SUBROGATION)
- 4) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY

- 1) CA T4 74 08 17 - ADDITIONAL INSURED - BLANKET - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE
- 2) CA F2 19 0321 - BUSINESS AUTO EXTENSION ENDORSEMENT - FLORIDA (WAIVER OF SUBROGATION)
- 3) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

EXCESS LIABILITY**FOLLOW-FORM COVERAGE**

THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND EMPLOYERS LIABILITY.

WORKERS COMPENSATION

- 1) WC 00 03 13 - WAIVER OF OUR RIGHT TO RECOVER
- 2) WC 99 06 R3 - NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS (30 DAY NOTICE OF CANCELLATION)

POLLUTION LIABILITY

- 1) ENV-3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS
- 2) ENV-3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS -COMPLETED OPERATIONS HAZARD
- 3) ENV-3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 4) ENV-3253 1218 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C8e) Approval of Amendment No.1 to Standard Contract for Services dated March 14, 2017, with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, Inc. (CA5252) for Biosolids Hauling and Disposal

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety
5 - Fiscal Sustainability
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Amendment No.1 to Standard Contract for Services, dated March 14, 2017, with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, Inc. for Biosolids Hauling and Management and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: On March 14, 2017, the City entered a Standard Contract for Services with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, Inc. pursuant to ITN 16-09, Biosolids Hauling and Management. The initial term of the agreement is 10 years with an initial biosolids rate of \$39.95 per wet/ton. Price adjustments to this contract are based on an annual Consumer Price Index using the United States Department of Transportation index or an annual adjustment of 2%, whichever is less. The vendor has held the initial rate of \$39.95 for over six years and is now asking for a rate adjustment due to material costs. The vendor is asking for a rate adjustment to \$65.00 per wet/ton.

City staff has contacted other cities to check current biosolids rates. Staff found that the average for biosolids hauling and disposal on the east coast of Florida is \$90 wet/ton. Staff contacted a competitor biosolids company and was quoted \$90+ per wet/ton for new contracts. Shelley's Environmental Systems provided a recently awarded contract for biosolids hauling and disposal at a price of \$90 per wet/ton for a local municipality.

Staff believes the rate adjustment Shelley's Environmental Systems is requesting is well under market conditions and would like to continue to do business with Shelley's Environmental Systems for biosolids hauling and disposal.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Shelley's Septic Tank, Inc. dba Shelley's Environmental Systems Amendment No 1	Shelley's Septic Tank, Inc. dba Shelley's Environmental Systems Amendment No 1.pdf
2.	Follow Up Letter	Follow Up Letter.pdf
3.	Price Increase Support	Price Increase Support.pdf
4.	EXECUTED SHELLEY'S SEPTIC TANK, INC. CONTRACT	EXECUTED SHELLEY'S SEPTIC TANK, INC. CONTRACT.pdf

Kelly Klausky	Created/Initiated - 11/13/2023
Chris Wall	Approved - 11/13/2023
Steve Parnell	Approved - 11/27/2023
John McKinney	Approved - 11/27/2023
Matthew Jones	Approved - 11/28/2023
Wayne Clark	Approved - 12/1/2023
Tracee Cody	Final Approval - 12/1/2023

AMENDMENT NO. 1
To Standard Contract for Services dated March 14, 2017
Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems

THIS AMENDMENT NO. 1 TO STANDARD CONTRACT FOR SERVICES ("2023 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS, Inc.** ("Contractor") a Florida corporation with its principal place of business at 6505 West Jones Avenue, Zellwood, Florida 32798. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services ("Contract") on March 14, 2017, pursuant to Invitation to Negotiate No. 16-09 ("ITN 16-09") for Biosolids Stabilization Disposal Services, with a term commencing on March 14, 2017 and continuing for a period of ten (10) years, at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of the Contract; and

WHEREAS, the Parties desire to amend the rate of \$39.95 per wet ton, to \$65.00 per wet ton; and

WHEREAS, the City of Port Orange Mayor has determined that this 2023 Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Page 1, Paragraph 2, "City Obligations" shall be deleted in its entirety and replaced with the following:

"In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$65.00 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on the current rates released by the United States Department of Transportation. The rates shall remain the same, except for adjustments provided for hereinabove, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the appropriated budget. 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 Construction. This 2023 Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2023 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2023 Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2023 Amendment on the day and year stated hereinafter.

Witnesses:

SHELLEY'S SEPTIC TANK, INC.
d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS

Printed Name: _____

By: _____
James D. Shelley, Jr., President

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

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

Shelley's Environmental Systems

P. O. Box 249 • Zellwood, Florida 32798-0249

(407) 889-8042 • Fax (407) 889-4408

November 1, 2023

City of Port Orange
Mr. Chris Wall
PO Box 291759
Port Orange, FL 32129-1759

Dear Mr. Wall,

This letter is a follow-up to my letter dated June 13, 2022 where Shelley's had informed you that due to dramatic cost increases, Shelley's was requesting a price increase for its services. Since the letter was sent, not much has changed. The US inflation rate, although not as high as it was last year, still is higher than the long term average.

I've attached copies of our most current lime invoice which shows our cost at \$322.95/ton compared to \$250.43/ton back in 2020. Also, attached is a copy of our most current fuel bill which shows diesel cost at \$4.699/gallon versus \$2.359 back in 2020.

Since the June 2022 letter, Shelley's is now quoting up to \$90.00 per ton for the same service. A copy of our agreement with the City of New Port Richey is attached for your review as well.

Shelley's wishes to remain your service provider, but in order to do so properly and profitably, we feel the price needs to remain at the current price of \$65.00 per ton.

We appreciate the relationship we have with the City of Port Orange.

Regards,



Richard F. Donohue
General Manager



MISSISSIPPI®
LIME

Discovering what's possible with calcium

MISSISSIPPI LIME COMPANY

P.O. Box 840033
Kansas City, MO 64184-0033

Phone: 800-437-5463
314-543-6300
Fax: 314-543-6570

Invoice Number: 100612

Terms: NET 15 DAYS

Date: 10/26/2023

Bill To SHELLEYS SEPTIC TANK
600983 PO BOX 249
ZELLWOOD, FL 32798-0249 US

Ship To SHELLEYS SEPTIC TANK
702454 6505 W JONES AVE
ZELLWOOD, FL 32798 US

Shipment Date	Product Number	Product Description	Quantity UOM	Unit Price	Amount
10/26/2023	530	QUICKLIME GRANULAR 1/8"X0"-BULK	25.790 TN	\$322.95	\$8,328.88
Bill of Lading: 65921-1		VIA: TRUCK	FOB: Destination	FROM: CALERA, AL	
			ALABAMA SEVERANCE TAX	\$0.10 TN	\$2.58
			FUEL SURCHARGE %	49.00	\$1,561.31
Customer PO: VERBAL RICK			Freight Terms: PREPAID		
Carrier: J&M AL		Trailer No: 211	Net Weight: 51,580.000		
Subtotal:					\$9,892.77
Total Tax :					\$0.00
Total Amount Due:					\$9,892.77

Please direct correspondence to: 3870 S. Lindbergh Blvd. Suite 200 St. Louis, MO 63127

Shelly's Order 4004

WELCOME TO
ZELLWOOD TRUCK STOP
407-814-7004
CITGO ZELLWOOD TRUCK STOP
2607 W ORANGE BLOSSOM
ZELLWOOD FL 32798

Description	Qty	Amount
DIESEL CA #08	155.456G	730.49
SELF @ 4.699/ G		
Subtotal		730.49
TOTAL		730.49
CREDIT \$		730.49

ENTRY: Swipe
CARD TYPE: CITGO BUS SELECT
AUTH TIME: 062257
ACCT NUMBER: 5257
TRANS TYPE: SALE
ODOMETER: 1
PD SEQ#: 00091
AUTH: 913700 00
Ref #: 97000220117



Signature

I HEREBY ACKNOWLEDGE RECEIPT OF THIS
INVOICE AND THE ITEM PURCHASED. I
UNDERSTAND THAT I MUST PAY IN ACCORDANCE
TO THE AGREEMENT I ENTERED INTO AT THE
TIME THE CARD WAS ISSUED, OR TO THE
TERMS OF ANY SUBSEQUENT AGREEMENT.

THANKS COME AGAIN

ST#AB123
CSH: 1

DR#1 TRAN#1015820
10/10/23 6:23:05 AM

Shelley's Environmental Systems

P. O. Box 249, Zellwood, Florida 32798-0249

Orange County (407) 889-8042

Lake County (352) 383-5775

Fax (407) 889-4408

CONTRACT **HAULING AND TREATMENT** **OF** **DOMESTIC WASTEWATER RESIDUALS**

This "CONTRACT" for Hauling, Treatment and Disposal of Domestic Wastewater Residuals ("CONTRACT") is made and entered into this 10th day of May, 2023 by and between Shelley's Septic Tanks, Inc. d/b/a/ Shelley's Environmental Systems, P.O. Box 249, Zellwood, Florida 32798-0249, hereinafter referred to as "SES" and The City of New Port Richey, FL0020931, thereafter referred to as the "GENERATOR".

WHEREAS, SES is the owner and operator of a Biosolids Treatment Facility ("BTF"), and said BTF has been approved and is operating under Florida Department of Environmental Protection ("FDEP") permits, and

Whereas, the GENERATOR owns and operates a Wastewater Treatment Facility (WWTF), located at 4730 Main Street, New Port Richey, FL, 34652, Pasco County, and has a need to treat and/or land apply residuals generated by the GENERATOR, and

Whereas, SES is responsible for maintenance and operations of an BTF in compliance with 40 CFR Part 503, Chapter 62-640, F.A.C., FDEP Permit #FLA016177, and to the full extent of all rules and regulations applicable by federal, state and local governing bodies, all of which as may be amended from time to time, and

Whereas, as a condition precedent to obtaining a valid operating permit for the BTF, FDEP requires SES to file Agricultural Use Plans whereby SES certifies that their residuals shall be applied only on sites for which an Agricultural Use Plan has been approved by the FDEP.

Now therefore, and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

1. SES will be a hauler of the GENERATOR for the duration of the agreement.

Shelley's Environmental Systems

P. O. Box 249, Zellwood, Florida 32798-0249

Orange County (407) 889-8042

Lake County (352) 383-5775

Fax (407) 889-4408

2. The following SES FDEP permit (the "SES Permit"), as may be amended from time to time, are incorporated herein and made a part hereof by reference:
 - FLA 016177 (Shelley's BTF)
3. By and through the SES Permit, SES has a total capacity of 1.572 million Gallons per day ("MGD") available for residuals treatment.
4. Nothing in this CONTRACT shall supersede or take precedence over the obligations and responsibilities of each party to operate and maintain their facilities in compliance with all applicable rules and regulations.
5. The GENERATOR hereby covenants and agrees:
 - A. To pay a fee designated in this CONTRACT for transport, treatment and/or land application (the "Residuals Fee").
 - B. That residuals will meet all chemical criteria as stated in 40 CFR part 503, 62-640, F.A.C., and any other applicable rules and regulations of federal, state or local governing bodies.
 - C. To make application (including payment of associated fees) to the FDEP for any modifications to GENERATOR's permit, that may be required with the initiation of this CONTRACT.
 - D. To save and hold harmless SES from any actions and/or penalties associated with the conditions and requirements of the GENERATOR's permit or other federal, state and local rules and regulations, except to the extent that such responsibilities are undertaken by SES as specifically stated under this CONTRACT.
 - E. Provide SES with a certified manifest of the residuals being delivered.

Furthermore, the GENERATOR warrants that the residuals delivered to SES shall not contain, hazardous, toxic, industrial or radioactive waste or prohibited substances except as permitted by applicable rules and regulation of federal, state or local governing bodies.

6. SES hereby covenants and agrees:
 - A. To maintain, monitor and operate their residuals application sites in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations.
 - B. To maintain and operate their BTF in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations.

Shelley's Environmental Systems

P. O. Box 249, Zellwood, Florida 32798-0249

Orange County (407) 889-8042

Lake County (352) 383-5775

Fax (407) 889-4408

- C. To accept all responsibility and save and hold harmless GENERATOR from any actions and/or penalties for the proper transportation, treatment and/or land application of the residuals as required by 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations, and for other actions of SES pursuant to this contract.
 - D. To provide for the hauling of the residuals from the GENERATOR, and for the transport to the residuals application site or to the BTF for acceptance, treatment and application as may be required, all pursuant to applicable federal, state and local laws, permits and/or regulations. This includes the clean up of any spills or accidents as a result of the transporting of the residuals. SES shall save and hold harmless GENERATOR for all liability arising under these activities.
 - E. To maintain a record of the total quantity of residuals land applied, to file with the FDEP a summary as required by the licensing permit issued to SES and to provide the necessary Agricultural Use Plan as required by FDEP under Chapter 62-640, F.A.C.
- 7. The quality of residuals for land application under the SES Permits, are at a minimum, Class B stabilized as defined in 40 CFR Part 503 and 62-640, F.A.C.
 - 8. SES currently and will during the term of the CONTRACT have the availability of capacity to handle the agreed upon amount of residuals transported as described herein.
 - 9. The initial term of this CONTRACT shall be for one (1) month and will automatically roll over unless either party gives written notice of cancellation by Certified Mail no less than thirty (30) days prior to the expiration date of the then current term. Agreement can be terminated by either party with thirty (30) day written notice prior to the end of term.
 - 10. In the event it should become necessary for either party to retain the services of an attorney to enforce any provision of this CONTRACT, both parties agree that the cost of any legal proceedings and reasonable attorney's fees, including any attorney fees and costs incurred as a result of any proceedings shall be paid by the party that does not prevail, or if comparative fault is found, then pursuant to the determination of the court.
 - 11. SES will invoice the GENERATOR daily for loads hauled. Payment shall be made within Forty Five (45) days of the invoice date.
 - 12. The Residuals Fee for Biosolids to be hauled and treated at SES BTF and land applied at an approved DEP designated site will be charged at the

Shelley's Environmental Systems

P. O. Box 249, Zellwood, Florida 32798-0249

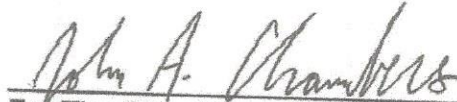
Orange County (407) 889-8042

Lake County (352) 383-5775

Fax (407) 889-4408

rate of \$90.00 per ton. Prices are subject to change upon the completion of the Initial Term of the CONTRACT and each renewal term thereafter.


Shelley's Septic Systems, Inc.
d/b/a/ Shelley's Environmental Systems
By: J. David Shelley, Jr.
Its: President


For The City of New Port Richey

CC: FDEP – Central District



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 14 day of March, 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 SHELLEY'S SEPTIC TANK, INC. d/b/a/ SHELLEY'S ENVIRONMENTAL SYSTEMS ("Contractor"), a Florida corporation whose principal address is 6505 West Jones Avenue, Zellwood, Florida 32798. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with Biosolids Stabilization and Disposal Services, as more specifically described in Invitation to Negotiate No. 16-09 ("ITN 16-09"), Addendum No. 1, Addendum No. 2 and Addendum No. 3. Copies of ITN 16-09 and all Addendums are available in the office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32127.

(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 and shall continue for a period of 10 years (the "Term").

Manner and Place: The work shall be performed as outlined in ITN 16-09, Addendum No 1, Addendum No. 2, and Addendum No 3, 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 in the form of a written Purchase Orders issued and executed by the City.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on rates released in August 2017. The rates shall remain the same, except for CPI adjustments, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Public Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 20 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.

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 that ordinarily and necessarily would be required by the City in order to perform the service.

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

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

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

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

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

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

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

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

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

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage \$1,000,000 minimum	

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

13. Modifications or Changes to this Contract

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

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

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

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

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

any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

17. 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.

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

19. 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.

20. 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.

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 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.

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems
Attention: James D. Shelley, Jr., President
6505 W. Jones Avenue
Zellwood, Florida 32798
(407) 889-8042
RDonohue@ShelleysSeptic.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.

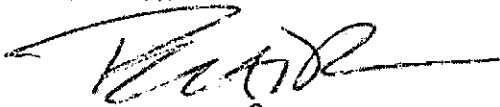
26. Contract Construction

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. No contract shall be formed between Contractor and the City until the City signs this Agreement.

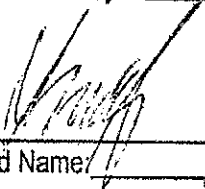
27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

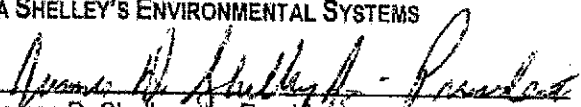


Printed Name: Richard F. Inebur



Printed Name: Martin Smveny

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS

By: 
James D. Shelley, 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: 3/13/17

STATE OF FLORIDA

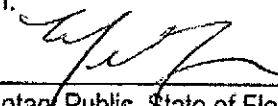
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of March, 2017, by James D. Shelley, Jr. as President of Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, a Florida corporation, and who:

(Notary: Please select one)

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




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

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

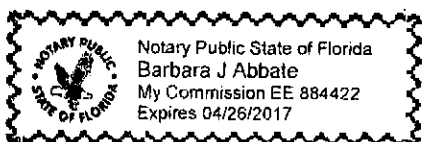
By: Donald O. Burnette
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 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.



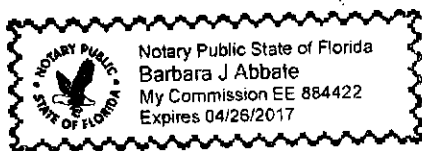
Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 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:

ATTEST:

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

Date: 3/14/17

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C8f) Approval of Amendment No. 1 to Task Authorization No. 13 with Kimley Horn and Associates, Inc. for Professional Planning Services related to the review and update of the City's Comprehensive Plan

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Amendment No. 1 to Task Authorization No. 13 with Kimley Horn and Associates, Inc., and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Task Authorization No. 13 to Kimley Horn and Associates, Inc. (Kimley Horn) for professional planning services related to the review and update of the City's Comprehensive Plan was approved on February 3, 2023. Amendment No. 1 to Task Authorization No. 13 is only to extend the completion date for updating the City's Comprehensive Plan to June 21, 2024.

At this time, Kimley Horn and city staff have completed the updates to the City's Comprehensive Plan, and the additional time requested is to complete the public hearing process and submit the Comprehensive Plan to the state for their review and approval. The request for additional time is due to a delay in reviewing the updates made to the Comprehensive Plan and associated maps made by Kimley Horn due to unforeseen city staffing issues in early 2023. The additional time requested in the amendment will not impact the City's ability to meet all required deadlines for approval of the Comprehensive Plan update.

Staff anticipates bringing the Comprehensive Plan to the Planning Commission in January 2024 and City Council in February 2024. After the public hearings have been completed, staff will transmit the Comprehensive Plan to the state, and once the state has completed its review, the Comprehensive Plan will be brought back before the City Council for adoption in late Spring 2024.

The primary purpose of the Comprehensive Plan is to provide a guide for growth and development through the City's goals, objectives, and policy guidelines that describe how land-use decisions should be made on a day-to-day basis, along with a future land-use map to show what type of land use is desirable within the City's current boundary. The Comprehensive Plan serves as a blueprint for future commercial and residential land uses, housing, and conservation, as well as cultural and recreational amenities.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Kimley-Horn & Associates, Inc. Amendment No. 1 to Task Authorization No. 13	Kimley-Horn & Associates, Inc. Amendment No. 1 to Task Authorization No. 13.pdf
2.	11172021 SCOPE AND FEE_03222021_Burman_City of Port Orange_Comp Plan Update_with signatures1	11172021 SCOPE AND FEE_03222021_Burman_City of Port Orange_Comp Plan Update_with signatures1.pdf
3.	CA5674 2020-2022 Kimley -Horn Renewal	CA5674 2020-2022 Kimley -Horn Renewal.pdf
4.	CA5674 2022-2024 Kimley -Horn Renewal	CA5674 2022-2024 Kimley -Horn Renewal.pdf
5.	CA5674 RFQ16-32 Kimley Horn Executed Agreement	CA5674 RFQ16-32 Kimley Horn Executed Agreement.pdf
6.	Kimley Horn and Associates, Inc. Task Authorization No. 13 - Comp Plan Update	Kimley Horn and Associates, Inc. Task Authorization No. 13 - Comp Plan Update.pdf
7.	Task Authorization No. 13 Kimley-Horn and Assoc. Comp Plan Update CA5674	Task Authorization No. 13 Kimley-Horn and Assoc. Comp Plan Update CA5674.pdf
8.	CIO Expires 4-1-2023	CIO Expires 4-1-2023.pdf

Tracee Cody	Created/Initiated - 11/29/2023
Tim Burman	Approved - 11/29/2023
John McKinney	Approved - 11/29/2023
Shannon Balmer	Approved - 11/30/2023
Wayne Clark	Approved - 12/1/2023
Tracee Cody	Final Approval - 12/1/2023

AMENDMENT NO. 1 TO TASK AUTHORIZATION NO. 13

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **KIMLEY-HORN & ASSOCIATES, INC.** ("Contractor") a Florida corporation with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 9th day of March 2017, the Parties entered into a Master Contract for Engineering Services ("Contract") pursuant to Request for Statement of Qualifications No. 16-32 ("RFSQ 16-32") to provide engineering services, with a three (3) year term, or until either Party provided the other Party written notice of its intent to terminate the Contract, and provides for two (2) additional two-year renewal terms, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, on the 18th day of November, the Parties renewed the first contract renewal option, for a period commencing on March 9, 2020 through March 9, 2022, via the City's Renewal Form; and

WHEREAS, on the 20th day of December 2021, the Parties renewed the second and final contract renewal option, for a period commencing on March 9, 2022 through March 9, 2024, via the City's Renewal Form; and

WHEREAS, on the 9th day of March 2022, the Parties entered into Task Authorization No. 13 which provided for professional planning services for a Comprehensive Plan Update, and as more particularly described in the Scope of Services provided in Exhibit "1"; and

WHEREAS, the Parties desire to amend Paragraph 4 of Task Authorization No. 13 for professional planning services for a Comprehensive Plan Update, from a Term ending on September 30, 2023 to June 21, 2024, which will allow for completion of the update to the City's Comprehensive Plan; and

WHEREAS, the Mayor of Port Orange has determined that the execution of this Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Paragraph 4 of Task Authorization No. 13 shall be deleted in its entirety, and shall read as follows:
Upon issuance of a written Notice to Proceed issued by the City, Contractor shall complete the services to be provided herein by June 21, 2024..
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

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

Witnesses:

Kimley-Horn & Associates, Inc.

Printed Name: _____

By: _____

Printed Name: _____

If this Agreement is signed by an individual not identified as an Officer of the company in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the company.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



March 22, 2021, Revised April 6, 2021,
Revised June 18, 2021, Revised October 5, 2021, Revised November 15, 2021

Mr. Tim Burman
Community Development Director
City of Port Orange
1000 City Center Circle,
Port Orange, FL 32129

RE: Scope of Services - Comprehensive Plan Update for City of Port Orange, FL

Dear Mr. Burman:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter scope of services (the "Scope") to the City of Port Orange ("Client") for providing professional planning services related to the review and update of the City's Comprehensive Plan.

SCOPE OF SERVICES

The project requires professional planning services for completion of the City of Port Orange's proposed amendments (collectively, "amendments"). Kimley-Horn will work with the City to define the project objectives and prepare the finalized schedule; however, is understood to be provided over the course of two (2) Fiscal Years. Services shall include the following tasks (it should be noted that these tasks are not strictly sequential and there is overlap in tasks as described in the tasks below:

TASK 1 – PROJECT KICK-OFF AND COORDINATION PROCEDURES

- A. Kimley-Horn will meet with City staff one (1) time as a Project Kick-Off and also to conduct initial field observations and secure readily available data. At this meeting, project organization and staff coordination guidelines/procedures will be established. It is understood, Kimley-Horn will facilitate a project progress call every two weeks with City staff to review the work assignments, project status, data/analysis needs, and similar, through the end of this assignment. It is assumed up to two (2) Kimley-Horn team members will participate in each progress call.
- B. Kimley-Horn will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. We will revise the strategy one (1) time based on City directed comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment. Due to COVID-19 limitations, it is understood public outreach will be a combination of in-person and virtual meetings (hybrid format). Kimley-Horn will facilitate up to two (2) outreach workshops as part of this update.

Tasks to be completed/Deliverable:

- Project Kick-Off meeting

- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP). It is understood community involvement will be led by Kimley-Horn with support from City staff.
- Bi-weekly project calls; summary review memorandum/email

TASK 2 – DATA COLLECTION

- A. Kimley-Horn will collect data for the amendments; and assess changes to the comprehensive plan since the City's last EAR update. Kimley-Horn will rely on information provided by the City / City Departments in the evaluation of the plan (including adopted master plans). Kimley-Horn will also utilize readily available data from the DEO, Florida Department of Transportation (FDOT), East Central Florida Regional Planning Council (ECFRPC), and the Office of Economic and Demographic Research; 2020 US Census Bureau data will also be utilized as may be available. It is understood, the City has prepared an assessment of the Comprehensive Plan specific to Florida Statutes and has provided that to Kimley-Horn for use in its review and assessment.

Tasks to be completed/Deliverable:

- Initial assessment matrix of the Comprehensive Plan and Growth Management Statutory changes since the last EAR.

TASK 3 – CURRENT PLAN ANALYSIS & DATA INVENTORY AND ANALYSIS (DIA)

Kimley-Horn will assess the information and data collected in the previous tasks as it relates to each of the City's comprehensive plan elements. Specifically, the following actions will occur:

- A. Review the Plan for consistency with adopted State and regional requirements, since the last EAR. We will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.
- B. Develop a draft review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff and presentation one (1) time to the Planning Commission and City Council for discussion and to receive comments; this draft matrix will serve as the basis for the future work efforts (i.e., amendments). During these meetings, Kimley-Horn will explain the project schedule and the pending (recommended) amendments and what those may contain (see Task 3.C below).
- C. As part of Task 3, Kimley-Horn will identify the City's existing land use and development totals utilizing information from the City (i.e., development review approvals, site and building permits, and similar) along with the latest information from the Property Appraiser's office and any relevant studies completed since the adoption of the last EAR. This will provide a snapshot of the current development and impacts as compared to the City's current carrying capacity per the adopted Comprehensive Development Plan/Future Land Use designations. Based on the recommended amendments from the initial assessment, our team would analyze and prepare the necessary Data Inventory and Analysis (DIAs) and Maps for

each Chapter (Element) of the Comprehensive Plan. Currently, the City has ten (10) Elements including:

1. Future Land Use
2. Transportation/Mobility
3. Housing
4. Public Facilities
5. Public School Facilities
6. Recreation and Open Space
7. Coastal Zone Management
8. Conservation
9. Intergovernmental Coordination
10. Capital Improvements

Due to the nature of the Public School Facilities Element, it is understood, information and updates of that specific element will be based on/provided by Volusia County Schools long range planning / facilities plans; no new analysis as it relates to student population, school siting or similar will be provided by Kimley-Horn.

It is understood that the Recreation and Open Space Element will also serve as the City's Parks and Recreation Master Plan. As part of this specific element/update, Kimley-Horn will facilitate up to two (2) meetings total with City staff and the City's Advisory Board in the development of recommendations and element components.

With respect to the Coastal Zone Management, Kimley-Horn will use readily available mapping and data to identify Coastal High Hazard Area (CHHA) and related areas. Kimley-Horn will propose policies that address resiliency and sea level rise in a generalized manner as part of the update. Kimley-Horn will not undertake a detailed analysis as to the impacts of sea-level rise or a post-disaster redevelopment plan as part of this assignment. If the City desires to prepare a Sea Level Rise / Resiliency Assessment and or a post-disaster redevelopment plan, Kimley-Horn can provide those as an additional service.

- D. This information further serves as the foundation for the update to the specific GOPs. During this time, Kimley-Horn would coordinate with the various City departments along with applicable County and Regional agencies to obtain the necessary information for the analysis including data from the Geographic Information System department; this digital data will be used not only for the analysis but also in the preparation of the map series. We would also prepare the baseline population projection estimates for the City using readily available information from the Office of Economic and Demographic Research and Volusia County. This analysis will also result in a physical existing conditions analysis of land uses, focal points, infrastructure, environmental features and resources, traffic patterns and bike/ped facilities.
- E. Specific to the transportation LOS and needs, conditions will be evaluated for existing, 5-year horizon, and the long-term planning horizon for the City's Comprehensive Plan. The end results

of analyzing future transportation needs will be the development of a coordinated Mobility Plan which addresses all modes of travel.

1. Existing Conditions – Kimley-Horn will use available traffic counts to identify existing LOS for roadways within the City. Kimley-Horn will also evaluate transit, bicycle, and pedestrian facilities, and identify existing LOS for each of these modes. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of existing needs for all modes.
 2. 2027 Conditions (i.e., 5-year horizon) – Kimley-Horn will use historic trends to project 2027 traffic volumes and will identify the 2027 LOS for roadways within the City. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of 2025 system needs for all modes.
 3. 2040 (or 2045 to be determined upon agreement with City staff) Conditions (i.e., long term horizon) – Kimley-Horn will use the Central Florida Regional Planning Model (CFRPM) Version 6.1, along with the consideration of historic trends, to project 2040 (2045) traffic volumes and will identify the 2040 (2045) LOS for roadways with the City. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of 2040 system needs for all modes.
 4. If needed, Kimley-Horn will update the CFRPM model to include key roads and accessibility to Traffic Analysis Zones (TAZs) within the City to more accurately represent the network within and adjacent to the City.
 5. Kimley-Horn will run the model for 2020 to check its accuracy to project current traffic volumes. Variations will be noted and considered when projecting 2040 (2045) conditions.
 6. Kimley-Horn will run the model for 2040 (2045), review results and compare to historic trends and consider model variations observed in the 2020 run, to identify projected 2040 traffic volumes.
 7. Land Use Densities and Intensities – As required by FS 163.3177(6)(b)2.e., Kimley-Horn will work with the City to identify land use densities and intensities within the City along transit routes and corridors for existing, 2027 and 2040 (2045) conditions. This information will be used to assess transit service options.
 8. Mobility Plan – Kimley-Horn will update the City's Transportation Element to include identification of improvements by mode (roadway, transit, bicycle and pedestrian/trails) to address future needs. Improvements will be identified for each planning period (2027 and 2040/2045).
- F. Revise the draft review "Matrix" of recommended GOPs for amendment including justification(s) based on the additional DIA conducted in support of the amendments. Includes review with staff and presentation one (1) time to, Planning Commission and City Council for approval; this matrix will serve as the basis for the Comprehensive Plan amendments.

- G. Kimley-Horn will prepare an existing conditions analysis which will include a preliminary review of existing City land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements.

Tasks to be completed/Deliverable:

- Prepare a (finalized) review matrix of the existing Comprehensive Plan including recommendations for amendments to the City's Plan.
- Prepare an existing conditions analysis including preliminary Data Inventory and Analysis.

TASK 4 - UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS)

- A. Based on the findings of Task 3, Kimley-Horn will update the GOPs for each of the comprehensive plan elements specific to the review matrix. It is understood Kimley-Horn will not undertake an update to the City's Water Supply Facilities Master Plan or similar utility studies as part of this assignment but will incorporate those, by reference. It is understood Kimley-Horn is assisting the City in the development of the Water Supply Facilities Master Plan and Consumptive Use Permit, under separate contract. Kimley-Horn will coordinate internally on matters that are consistent between both efforts and incorporate the findings of the Water Supply Plan into the respective comprehensive plan Element(s). Draft GOPs will be presented to City staff for review and comment. Kimley-Horn will respond to up to two rounds of revisions to the draft GOPs based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.
- B. Kimley-Horn will conduct up to two (2) progress meetings with the Planning Commission and City Council. These progress meetings will be a hands-on session intended to keep the Commission and City staff aware of the project process, outcomes, and anticipated recommendations. It is assumed up to two (2) team members will be present for the workshops.

Tasks to be completed/Deliverable:

- Preparation of draft Goals, Objectives, and Policies and Standards.
- Present at up to three (3) progress meetings including up to two (2) team members.
- Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.

**TASK 5 - LOCAL PLANNING AGENCY (LPA) HEARING AND CITY COUNCIL HEARING—
TRANSMITTAL**

- A. Kimley-Horn will present the DIAs and GOPs in cooperation with City staff to the Planning Commission one (1) time sitting as the Local Planning Agency (LPA) for review and comment at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.
- B. Following the Planning Commission hearing, Kimley-Horn will revise the Comprehensive Plan one (1) based on comments received during the Planning Commission public hearing. The revised Plan will be provided to City staff for one (1) hearing before the City Council (Transmittal

Hearing), City staff will be responsible for submitting the proposed Comprehensive Plan to DEO and the other reviewing agencies for comment.

Tasks to be completed/Deliverable:

- One presentation each to the Planning Commission and the City Council for transmittal of the draft DIA and GOPS.

TASK 6 - RESPONSE TO ORC REPORT

Kimley-Horn will assist the City to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report.

Tasks to be completed/Deliverable:

- Response to one set of comments through the ORC Report
- Revisions to the GOPs per ORC Report. Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.

TASK 7 - CITY COUNCIL HEARING – ADOPTION

Kimley-Horn will present the final DIAs and GOPs in cooperation with City staff to the City Council for review and adoption of the Comprehensive Plan amendments including revisions per the ORC at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.

Tasks to be completed/Deliverable:

- One presentation to the City Council for adoption of the amendments post ORC Report and responses.

TASK 8 - OPTIONAL TASKS:

A. Market and Economic Analysis

The assessment of development potential in the City through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development.

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the City. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the City, including major public and private investments. The tasks associated with the market study are described below.

1. Demographic Analysis – Analyze population and household trends for the City and compare these trends to Port Orange. Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, Kimley-Horn

will also review market data provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.

2. **Residential Analysis** – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the City will also be completed. New for-sale and rental housing that could be supported in the City will be forecasted for the planning period.
3. **Retail Analysis** – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the City. As available, leasing data from major retail centers will be incorporated. Kimley-Horn will forecast household expenditure potential growth by major retail category and estimate the sales capture for the City based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of “inflow” spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives. Determine the demand for additional retail services that could be supported by type during the planning period.
4. **Office and Industrial Analysis** – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the City and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the City.

B. Resiliency Master Plan

Kimley-Horn, can as an optional task, assist the City with the development of a Seal Level Rise Assessment/Master Plan as well as a Resiliency Master Plan. Depending on the nature of data/analysis available via the City and or the RPC, Kimley-Horn can provide an overall assessment of the City, inventory current infrastructure, identify resiliency hot spots, provide a “green infrastructure” feasibility assessment and identify actions/prioritize improvements. Kimley-Horn can provide a detailed scope and fee for this Optional Task upon request.

Fee and Expenses

Kimley-Horn will perform the services in TASKS 1 - 7 for the total lump sum fee below. Individual task amounts are informational only and may be modified to providing the Total Fees & Expenses is not exceeded. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	DESCRIPTION	LUMP SUM FEE
1	PROJECT KICK-OFF/DATA COLLECTION/COORDINATION (includes ongoing coordination meetings/conference calls)	\$ 7,200
2	DATA COLLECTION	\$27,500
3	CURRENT PLAN ANALYSIS/DIA	\$35,500
4	UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) (including revisions)	\$83,500
5	LPA & CITY COUNCIL HEARING (TRANSMITTAL) (including community workshops)	\$16,500

6	RESPONSE TO ORC REPORT	\$ 9,000
7	CITY COUNCIL HEARING – ADOPTION	\$ 3,800
	TOTAL FEES AND EXPENSES	\$187,000
8	OPTIONAL ITEMS (ONLY UNDERTAKEN UPON WRITTEN AUTHORIZATION BY THE CITY)	
8A	MARKET & ECONOMIC ANALYSIS	\$19,000
8B	RESILIENCY MASTER PLAN	TBD

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Kelley Klepper, AICP
Vice President/Project Manager



Jonathan Martin, P.E.
Senior Vice President/Principal

BKK\smj (G:\Marketing\Propose\City of Port Orange\10052021 SCOPE AND FEE_03222021_Burman_City of Port Orange_Comp Plan Update_with signatures.docx)

As agreed to this 3 of December 2021.

CITY OF PORT ORANGE

SIGNED: 

PRINTED NAME: Tim Burman

TITLE: Community Development Director, City of Port Orange



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. 5674

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: MARCH 9, 2020

To: MARCH 9, 2022

Attached:

☐ Updated Bond

☒ Insurance Certificate/City as additional insured - Current under existing

NO _____ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Kimley-Horn and Associates Inc.

Name of Contact Person: Jonathan A. Martin

Mailing Address: 189 South Orange Ave Orlando FL 32801

Email Contact Address: Jonathan.Martin@Kimley-horn.com

Phone: 407 8981511

Fax: - NA -

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: Gas D. Murt

Signature

Date: 10-18-19

For City Use Only:

Department completes the following:

☒ Renewal Accepted ☐ Bond attached

☒ Insurance attached **OR** ☐ Insurance waived per Agreement

Agreement Expiration: March 9, 2022

City Manager: [Signature]

Date: 11.8.19

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

Completed Form Must Be Returned to the City Clerk for Recordation



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. 5674
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Term From: March 9, 2022

To: March 9, 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: Kimley-Horn and Associates, Inc.

Name of Contact Person: Jonathan A. Martin

Mailing Address: 189 South Orange Avenue, Suite 1000, Orlando, FL 32801

Email Contact Address: Jonathan.martin@kimley-horn.com

Phone: 407-898-1511 Fax: N/A

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: Jonathan Martin **Date:** 12/15/2021

E6E99DEE398447C... **Signature**

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: March 9, 2024

Acting
City Manager: [Signature] **Date:** 12.20.21

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 MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 9 day of March, 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 **KIMLEY-HORN AND ASSOCIATES, INC.** ("Engineer"), a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 (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
☒	Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the 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.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
☒	Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 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 negligent 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 Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: (Department Head Requesting Service) 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Engineer:	Kimley-Horn and Associates, Inc. Attention: Lewis Bryant, Project Manager, Associate 1823 SE Fort King Street, Suite 200 Ocala, Florida 34474 (352) 438-3000 - Telephone lewis.bryant@kimley-horn.com 3001 Weston Parkway Cary, North Carolina 27513

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:

Kelly A. Starkey
Printed Name: KELLY A. STARKEY

Lisa Crane
Printed Name: Lisa Crane

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jonathan Martin
Jonathan Martin, Sr. 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: 2-28-17

STATE OF FLORIDA
COUNTY OF ~~MARION~~ ORANGE

The foregoing instrument was acknowledged before me this 28th day of FEBRUARY, 2017, by Jonathan Martin, Sr. Vice President of Kimley-Horn and Associates, Inc., a Florida corporation, and who:

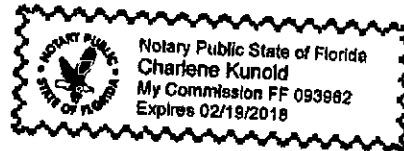
(Notary: Please select one)

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

Charlene Kunold

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

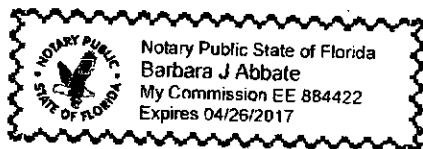
By: [Signature]
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/9/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of Mar, 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:

Frances Gosnell
Printed Name: Frances Gosnell

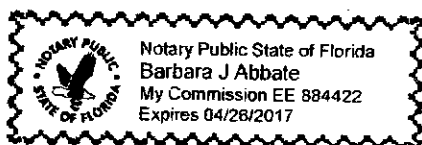
By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/9/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of Mar, 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 5674]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated ____
Between the City of Port Orange, Florida and Kimbley-Horn and Associate, 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 **KIMBERLY-HORN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("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:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____

By: _____

Jonathan Martin, Sr. 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: _____

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 5574]



**HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF PORT ORANGE RFSQ # 16-32**

The following schedule provides a maximum range of 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.

**KIMLEY-HORN AND ASSOCIATES, INC.
2016-17 BILLING RATE SCHEDULE**

<u>Category</u>	<u>Hourly Rate</u>
Clerical	\$65.00
Technician	\$65.00 – \$160.00
Professional	\$90.00 - \$165.00
Senior Professional	\$165.00 - \$230.00
Principal	\$230.00 - \$265.00

TASK AUTHORIZATION NO. 13
Master Contract for Engineering Services dated March 9, 2017
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 & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 9, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Community Development Director, Tim Burman, shall perform contract administration for this Task Authorization No. 13 and can be reached at (386) 506-5615.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide professional planning services for a Comprehensive Plan Update, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Upon issuance of a written Notice to Proceed issued by the City, Contractor shall complete the services to be provided herein by the end of the business day on September 30, 2023, the end of Fiscal Year 2023.
5. In return for the services identified above, the City agrees to compensate Contractor in an amount not to exceed \$183,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
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:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Malcolm L. Bryant, PE, 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: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Wayne Clark, City Manager

Printed Name: _____ Date: _____

Witnesses: **ATTEST:**

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

Printed Name: _____ Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 7 Pages



March 22, 2021, Revised April 6, 2021,
Revised June 18, 2021, Revised October 5, 2021,
Revised November 15, 2021, Revised January 20, 2022
Revised January 26, 2022

Mr. Tim Burman
Community Development Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Scope of Services - Comprehensive Plan Update for City of Port Orange, FL

Dear Mr. Burman:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter scope of services (the "Scope") to the City of Port Orange ("Client") for providing professional planning services related to the review and update of the City's Comprehensive Plan.

SCOPE OF SERVICES

The project requires professional planning services for completion of the City of Port Orange's proposed amendments (collectively, "amendments"). Kimley-Horn will work with the City to define the project objectives and prepare the finalized schedule; however, it is understood it may be provided over the course of two (2) Fiscal Years for the City's budgeting purposes. Services shall include the following tasks (it should be noted that these tasks are not strictly sequential and there is overlap in tasks as described in the tasks below:)

TASK 1 – PROJECT KICK-OFF AND COORDINATION PROCEDURES

- A. Kimley-Horn will meet with City staff one (1) time as a Project Kick-Off and also to conduct initial field observations and secure readily available data. At this meeting, project organization and staff coordination guidelines/procedures will be established. It is understood, Kimley-Horn will facilitate a project progress call every two weeks with City staff to review the work assignments, project status, data/analysis needs, and similar, through the end of this assignment. It is assumed up to two (2) Kimley-Horn team members will participate in each progress call.
- B. Kimley-Horn will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. We will revise the strategy one (1) time based on City directed comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment. Due to COVID-19 limitations, it is understood public outreach will be a combination of in-person and virtual meetings (hybrid format). Kimley-Horn will facilitate up to two (2) outreach workshops as part of this update.

Tasks to be completed/Deliverable:

- Project Kick-Off meeting
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP). It is understood community involvement will be led by Kimley-Horn with support from City staff.
- Bi-weekly project calls; summary review memorandum/email

TASK 2 – DATA COLLECTION

- A. Kimley-Horn will collect data for the amendments; and assess changes to the comprehensive plan since the City's last EAR update. Kimley-Horn will rely on information provided by the City / City Departments in the evaluation of the plan (including adopted master plans). Kimley-Horn will also utilize readily available data from the DEO, Florida Department of Transportation (FDOT), East Central Florida Regional Planning Council (ECFRPC), and the Office of Economic and Demographic Research; 2020 US Census Bureau data will also be utilized as may be available. It is understood, the City has prepared an assessment of the Comprehensive Plan specific to Florida Statutes and has provided that to Kimley-Horn for use in its review and assessment.

Tasks to be completed/Deliverable:

- Initial assessment matrix of the Comprehensive Plan and Growth Management Statutory changes since the last EAR.

TASK 3 – CURRENT PLAN ANALYSIS & DATA INVENTORY AND ANALYSIS (DIA)

Kimley-Horn will assess the information and data collected in the previous tasks as it relates to each of the City's comprehensive plan elements. Specifically, the following actions will occur:

- A. Review the Plan for consistency with adopted State and regional requirements, since the last EAR. We will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.
- B. Develop a draft review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff and presentation one (1) time to the Planning Commission and City Council for discussion and to receive comments; this draft matrix will serve as the basis for the future work efforts (i.e., amendments). During these meetings, Kimley-Horn will explain the project schedule and the pending (recommended) amendments and what those may contain (see Task 3.C below).
- C. As part of Task 3, Kimley-Horn will identify the City's existing land use and development totals utilizing information from the City (i.e., development review approvals, site and building permits, and similar) along with the latest information from the Property Appraiser's office and any relevant studies completed since the adoption of the last EAR. This will provide a snapshot of the current development and impacts as compared to the City's current carrying capacity per the adopted Comprehensive Development Plan/Future Land Use designations. Based on the recommended amendments from the initial assessment, our team

would analyze and prepare the necessary Data Inventory and Analysis (DIAs) and Maps for each Chapter (Element) of the Comprehensive Plan. Currently, the City has ten (10) Elements including:

1. Future Land Use
2. Transportation/Mobility
3. Housing
4. Public Facilities
5. Public School Facilities
6. Recreation and Open Space
7. Coastal Zone Management
8. Conservation
9. Intergovernmental Coordination
10. Capital Improvements

Due to the nature of the Public School Facilities Element, it is understood, information and updates of that specific element will be based on/provided by Volusia County Schools long range planning / facilities plans; no new analysis as it relates to student population, school siting or similar will be provided by Kimley-Horn.

It is understood that the Recreation and Open Space Element will also serve as the City's Parks and Recreation Master Plan. As part of this specific element/update, Kimley-Horn will facilitate up to two (2) meetings total with City staff and the City's Advisory Board in the development of recommendations and element components.

With respect to the Coastal Zone Management, Kimley-Horn will use readily available mapping and data to identify Coastal High Hazard Area (CHHA) and related areas. Kimley-Horn will propose policies that address resiliency and sea level rise in a generalized manner as part of the update. Kimley-Horn will not undertake a detailed analysis as to the impacts of sea-level rise or a post-disaster redevelopment plan as part of this assignment. If the City desires to prepare a Sea Level Rise / Resiliency Assessment and or a post-disaster redevelopment plan, Kimley-Horn can provide those as an additional service.

- D. This information further serves as the foundation for the update to the specific GOPs. During this time, Kimley-Horn would coordinate with the various City departments along with applicable County and Regional agencies to obtain the necessary information for the analysis including data from the Geographic Information System department; this digital data will be used not only for the analysis but also in the preparation of the map series. We would also prepare the baseline population projection estimates for the City using readily available information from the Office of Economic and Demographic Research and Volusia County. This analysis will also result in a physical existing conditions analysis of land uses, focal points, infrastructure, environmental features and resources, traffic patterns and bike/ped facilities.

- E. Specific to the transportation LOS and needs, conditions will be evaluated for existing, 5-year horizon, and the long-term planning horizon for the City's Comprehensive Plan. The end results of analyzing future transportation needs will be the development of a coordinated Mobility Plan which addresses all modes of travel.
1. Existing Conditions – Kimley-Horn will use available traffic counts to identify existing LOS for roadways within the City. Kimley-Horn will also evaluate transit, bicycle, and pedestrian facilities, and identify existing LOS for each of these modes. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of existing needs for all modes.
 2. 2027 Conditions (i.e., 5-year horizon) – Kimley-Horn will use historic trends to project 2027 traffic volumes and will identify the 2027 LOS for roadways within the City. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of 2025 system needs for all modes.
 3. 2040 (or 2045 to be determined upon agreement with City staff) Conditions (i.e., long term horizon) – Kimley-Horn will use the Central Florida Regional Planning Model (CFRPM) Version 6.1, along with the consideration of historic trends, to project 2040 (2045) traffic volumes and will identify the 2040 (2045) LOS for roadways with the City. Maps and tables of transportation infrastructure and operating conditions will be developed, including the identification of 2040 system needs for all modes.
 4. If needed, Kimley-Horn will update the CFRPM model to include key roads and accessibility to Traffic Analysis Zones (TAZs) within the City to more accurately represent the network within and adjacent to the City.
 5. Kimley-Horn will run the model for 2020 to check its accuracy to project current traffic volumes. Variations will be noted and considered when projecting 2040 (2045) conditions.
 6. Kimley-Horn will run the model for 2040 (2045), review results and compare to historic trends and consider model variations observed in the 2020 run, to identify projected 2040 traffic volumes.
 7. Land Use Densities and Intensities – As required by FS 163.3177(6)(b)2.e., Kimley-Horn will work with the City to identify land use densities and intensities within the City along transit routes and corridors for existing, 2027 and 2040 (2045) conditions. This information will be used to assess transit service options.
 8. Mobility Plan – Kimley-Horn will update the City's Transportation Element to include identification of improvements by mode (roadway, transit, bicycle and pedestrian/trails) to address future needs. Improvements will be identified for each planning period (2027 and 2040/2045).
- F. Revise the draft review "Matrix" of recommended GOPs for amendment including justification(s) based on the additional DIA conducted in support of the amendments. Includes review with staff and presentation one (1) time to, Planning Commission and City Council for approval; this matrix will serve as the basis for the Comprehensive Plan amendments.

- G. Kimley-Horn will prepare an existing conditions analysis which will include a preliminary review of existing City land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements.

Tasks to be completed/Deliverable:

- Prepare a (finalized) review matrix of the existing Comprehensive Plan including recommendations for amendments to the City's Plan.
- Prepare an existing conditions analysis including preliminary Data Inventory and Analysis.

TASK 4 - UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS)

- A. Based on the findings of Task 3, Kimley-Horn will update the GOPs for each of the comprehensive plan elements specific to the review matrix. It is understood Kimley-Horn will not undertake an update to the City's Water Supply Facilities Master Plan or similar utility studies as part of this assignment but will incorporate those, by reference. It is understood Kimley-Horn is assisting the City in the development of the Water Supply Facilities Master Plan and Consumptive Use Permit, under separate contract. Kimley-Horn will coordinate internally on matters that are consistent between both efforts and incorporate the findings of the Water Supply Plan into the respective comprehensive plan Element(s). Draft GOPs will be presented to City staff for review and comment. Kimley-Horn will respond to up to two rounds of revisions to the draft GOPs based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.
- B. Kimley-Horn will conduct up to two (2) progress meetings with the Planning Commission and City Council. These progress meetings will be a hands-on session intended to keep the Commission and City staff aware of the project process, outcomes, and anticipated recommendations. It is assumed up to two (2) team members will be present for the workshops.

Tasks to be completed/Deliverable:

- Preparation of draft Goals, Objectives, and Policies and Standards.
- Present at up to three (3) progress meetings including up to two (2) team members.
- Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.

**TASK 5 - LOCAL PLANNING AGENCY (LPA) HEARING AND CITY COUNCIL HEARING–
TRANSMITTAL**

- A. Kimley-Horn will present the DIAs and GOPs in cooperation with City staff to the Planning Commission one (1) time sitting as the Local Planning Agency (LPA) for review and comment at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.
- B. Following the Planning Commission hearing, Kimley-Horn will revise the Comprehensive Plan one (1) based on comments received during the Planning Commission public hearing. The revised Plan will be provided to City staff for one (1) hearing before the City Council (Transmittal

Hearing), City staff will be responsible for submitting the proposed Comprehensive Plan to DEO and the other reviewing agencies for comment.

Tasks to be completed/Deliverable:

- One presentation each to the Planning Commission and the City Council for transmittal of the draft DIA and GOPS.

TASK 6 - RESPONSE TO ORC REPORT

Kimley-Horn will assist the City to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report.

Tasks to be completed/Deliverable:

- Response to one set of comments through the ORC Report
- Revisions to the GOPs per ORC Report. Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.

TASK 7 -CITY COUNCIL HEARING – ADOPTION

Kimley-Horn will present the final DIAs and GOPs in cooperation with City staff to the City Council for review and adoption of the Comprehensive Plan amendments including revisions per the ORC at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.

Tasks to be completed/Deliverable:

- One presentation to the City Council for adoption of the amendments post ORC Report and responses.

COVID-19

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the Client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Fee and Expenses

Kimley-Horn will perform the services in TASKS 1-7 for the total lump sum fee below. Individual task amounts are informational only and may be modified to providing the Total Fees & Expenses is not exceeded. All permitting, application, and similar project fees will be paid directly by the Client.

TASK	DESCRIPTION	LUMP SUM FEE
1	PROJECT KICK-OFF/DATA COLLECTION/COORDINATION (includes ongoing coordination meetings/conference calls)	\$ 7,200
2	DATA COLLECTION	\$27,500
3	CURRENT PLAN ANALYSIS/DIA	\$35,500
4	UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) (including revisions)	\$83,500
5	LPA & CITY COUNCIL HEARING (TRANSMITTAL) (including community workshops)	\$16,500
6	RESPONSE TO ORC REPORT	\$ 9,000
7	CITY COUNCIL HEARING – ADOPTION	\$ 3,800
	TOTAL FEES AND EXPENSES	\$183,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Kelley Klepper, AICP
Vice President/Project Manager



Jonathan Martin, P.E.
Senior Vice President/Principal

BKK\smj (G:\Marketing\Proposal\City of Port Orange\AGR_01202022_SCOPE AND FEE_03222021_Burman_City of Port Orange_Comp Plan Update_with signatures with edits-BKK.docx)

As agreed to this _____ of _____ 2022.

CITY OF PORT ORANGE

SIGNED: See Task Authorization Page 3

PRINTED NAME: _____

TITLE: _____

TASK AUTHORIZATION NO. 13
Master Contract for Engineering Services dated March 9, 2017
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 & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 9, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

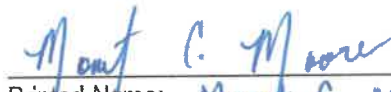
1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Community Development Director, Tim Burman, shall perform contract administration for this Task Authorization No. 13 and can be reached at (386) 506-5615.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide professional planning services for a Comprehensive Plan Update, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Upon issuance of a written Notice to Proceed issued by the City, Contractor shall complete the services to be provided herein by the end of the business day on September 30, 2023, the end of Fiscal Year 2023.
5. In return for the services identified above, the City agrees to compensate Contractor in an amount not to exceed \$183,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
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:

KIMLEY-HORN AND ASSOCIATES, INC.


Printed Name: SUSAN D. JOHNSON


Printed Name: Monet C. Moore

By: 
Malcolm L. Bryant, PE, 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: 1/27/2022

Witnesses:

CITY OF PORT ORANGE

Lorie Harris

Printed Name: Lorie Harris

By:

Wayne Clark

Wayne Clark, City Manager

Geri Petraglia

Printed Name: Geri Petraglia

Date:

3/9/2022

Witnesses:

ATTEST:

Lorie Harris

Printed Name: Lorie Harris

By:

Robin L. Fenwick

Robin L. Fenwick, MMC, City Clerk

Geri Petraglia

Printed Name: Geri Petraglia

Date:

3/9/2022



EXHIBIT "1"

Contractor's Quote

Consisting of 7 Pages



March 22, 2021, Revised April 6, 2021,
Revised June 18, 2021, Revised October 5, 2021,
Revised November 15, 2021, Revised January 20, 2022
Revised January 26, 2022

Mr. Tim Burman
Community Development Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Scope of Services - Comprehensive Plan Update for City of Port Orange, FL

Dear Mr. Burman:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter scope of services (the "Scope") to the City of Port Orange ("Client") for providing professional planning services related to the review and update of the City's Comprehensive Plan.

SCOPE OF SERVICES

The project requires professional planning services for completion of the City of Port Orange's proposed amendments (collectively, "amendments"). Kimley-Horn will work with the City to define the project objectives and prepare the finalized schedule; however, it is understood it may be provided over the course of two (2) Fiscal Years for the City's budgeting purposes. Services shall include the following tasks (it should be noted that these tasks are not strictly sequential and there is overlap in tasks as described in the tasks below:)

TASK 1 – PROJECT KICK-OFF AND COORDINATION PROCEDURES

- A. Kimley-Horn will meet with City staff one (1) time as a Project Kick-Off and also to conduct initial field observations and secure readily available data. At this meeting, project organization and staff coordination guidelines/procedures will be established. It is understood, Kimley-Horn will facilitate a project progress call every two weeks with City staff to review the work assignments, project status, data/analysis needs, and similar, through the end of this assignment. It is assumed up to two (2) Kimley-Horn team members will participate in each progress call.
- B. Kimley-Horn will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. We will revise the strategy one (1) time based on City directed comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment. Due to COVID-19 limitations, it is understood public outreach will be a combination of in-person and virtual meetings (hybrid format). Kimley-Horn will facilitate up to two (2) outreach workshops as part of this update.

Tasks to be completed/Deliverable:

- Project Kick-Off meeting
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP). It is understood community involvement will be led by Kimley-Horn with support from City staff.
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TASK 3 – CURRENT PLAN ANALYSIS & DATA INVENTORY AND ANALYSIS (DIA)

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- C. As part of Task 3, Kimley-Horn will identify the City's existing land use and development totals utilizing information from the City (i.e., development review approvals, site and building permits, and similar) along with the latest information from the Property Appraiser's office and any relevant studies completed since the adoption of the last EAR. This will provide a snapshot of the current development and impacts as compared to the City's current carrying capacity per the adopted Comprehensive Development Plan/Future Land Use designations. Based on the recommended amendments from the initial assessment, our team

would analyze and prepare the necessary Data Inventory and Analysis (DIAs) and Maps for each Chapter (Element) of the Comprehensive Plan. Currently, the City has ten (10) Elements including:

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Due to the nature of the Public School Facilities Element, it is understood, information and updates of that specific element will be based on/provided by Volusia County Schools long range planning / facilities plans; no new analysis as it relates to student population, school siting or similar will be provided by Kimley-Horn.

It is understood that the Recreation and Open Space Element will also serve as the City's Parks and Recreation Master Plan. As part of this specific element/update, Kimley-Horn will facilitate up to two (2) meetings total with City staff and the City's Advisory Board in the development of recommendations and element components.

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 6. Kimley-Horn will run the model for 2040 (2045), review results and compare to historic trends and consider model variations observed in the 2020 run, to identify projected 2040 traffic volumes.
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Tasks to be completed/Deliverable:

- Prepare a (finalized) review matrix of the existing Comprehensive Plan including recommendations for amendments to the City's Plan.
- Prepare an existing conditions analysis including preliminary Data Inventory and Analysis.

TASK 4 - UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS)

- A. Based on the findings of Task 3, Kimley-Horn will update the GOPs for each of the comprehensive plan elements specific to the review matrix. It is understood Kimley-Horn will not undertake an update to the City's Water Supply Facilities Master Plan or similar utility studies as part of this assignment but will incorporate those, by reference. It is understood Kimley-Horn is assisting the City in the development of the Water Supply Facilities Master Plan and Consumptive Use Permit, under separate contract. Kimley-Horn will coordinate internally on matters that are consistent between both efforts and incorporate the findings of the Water Supply Plan into the respective comprehensive plan Element(s). Draft GOPs will be presented to City staff for review and comment. Kimley-Horn will respond to up to two rounds of revisions to the draft GOPs based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.
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Tasks to be completed/Deliverable:

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- Present at up to three (3) progress meetings including up to two (2) team members.
- Compiled GOPs and DIAs including Maps / Map Series in hard copy and digital format.

**TASK 5 - LOCAL PLANNING AGENCY (LPA) HEARING AND CITY COUNCIL HEARING--
TRANSMITTAL**

- A. Kimley-Horn will present the DIAs and GOPs in cooperation with City staff to the Planning Commission one (1) time sitting as the Local Planning Agency (LPA) for review and comment at a publicly noticed hearing. The City will be responsible for providing the meeting place and meeting advertisement/public notices.
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Mr. Tim Burman, March 22, 2021, Revised April 6, 2021,
Revised June 18, 2021, Revised October 5, 2021,
Revised November 15, 2021, Revised January 20, 2022,
Revised January 26, 2022, Page 6

Hearing), City staff will be responsible for submitting the proposed Comprehensive Plan to DEO and the other reviewing agencies for comment.

Tasks to be completed/Deliverable:

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TASK 6 - RESPONSE TO ORC REPORT

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Fee and Expenses

Kimley-Horn will perform the services in TASKS 1-7 for the total lump sum fee below. Individual task amounts are informational only and may be modified to providing the Total Fees & Expenses is not exceeded. All permitting, application, and similar project fees will be paid directly by the Client.



Mr. Tim Burman, March 22, 2021, Revised April 6, 2021,
Revised June 18, 2021, Revised October 5, 2021,
Revised November 15, 2021, Revised January 20, 2022,
Revised January 26, 2022, Page 7

TASK	DESCRIPTION	LUMP SUM FEE
1	PROJECT KICK-OFF/DATA COLLECTION/COORDINATION (includes ongoing coordination meetings/conference calls)	\$ 7,200
2	DATA COLLECTION	\$27,500
3	CURRENT PLAN ANALYSIS/DIA	\$35,500
4	UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) (including revisions)	\$83,500
5	LPA & CITY COUNCIL HEARING (TRANSMITTAL) (including community workshops)	\$16,500
6	RESPONSE TO ORC REPORT	\$ 9,000
7	CITY COUNCIL HEARING – ADOPTION	\$ 3,800
	TOTAL FEES AND EXPENSES	\$183,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 45 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Kelley Klepper, AICP
Vice President/Project Manager

Jonathan Martin, P.E.
Senior Vice President/Principal

BKK\smj (G:\Marketing\Proposals\City of Port Orange\AGR_01202022_SCOPE AND FEE_03222021_Burman_City of Port Orange_Comp Plan Update_with signatures with edits-BKK.docx)

As agreed to this _____ of _____ 2022.

CITY OF PORT ORANGE

SIGNED: See Task Authorization Page 3

PRINTED NAME: _____

TITLE: _____

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 16, 2021

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC	(AT Cont'd)	CALIFORNIA	FLORIDA	(FL Cont'd)
<u>BALTIMORE CITY</u> Falk, Katherine W. Kraft, Jonathan H.	<u>VIRGINIA BEACH</u> Chambers, Jon S. Crum, Katie E. France, William D. Holland, Kimberly R. Jucksch, Rebecca R. Mackey, William F. Marscheider, Edward A. Mertig, Karl E. Miller Edward W. Moser, Emily A. Niss, Robyn M. Royal, Jack R. Votava Charles F.	<u>LOS ANGELES</u> Blume, Robert D. Fares, Jean B. Kyle, Gregory S Phaneuf, Alyssa S.	<u>BOCA-DELRAY</u> Spruce, Michael D. Webber, Jason A.	<u>SARASOTA</u> Klepper, B. Kelley Nadeau, Gary J. Pankonin, James R. Schmid, Seth E.
<u>BOSTON</u> Keegan, Katherine A.		<u>OAKLAND</u> Akwabi, Kwasi Dankberg, Adam J.	<u>FORT LAUDERDALE</u> Alam, Mudassar M. Capelli, Jill A. Falce, Christopher T. McWilliams, John J. Ratay, Gary R. Robertson, Stewart E.	<u>ST. PETERSBURG</u> Dodge, Dawn M. Walker, Jordan W.
<u>NEWPORT NEWS</u> Collins, Carroll E.		<u>ORANGE</u> Adrian, Darren J. Gillis, Brian R. Kerry, Nicole M. Matson, Jason B. Melchor, Jason J. Melvin, M. Pearse Phillips, Chad E.	<u>FORT MYERS</u> Wicks, Amy N. Bryant, M. Lewis	<u>TALLAHASSEE</u> Barr, Richard R. Stephens, Britt L.
<u>NORTHERN VIRGINIA</u> Byrd, Michael N. Carter, Erica V. Elman, Paul D. Giffin, Geoffrey D. Kauppila, John L. Koopman, Jennifer R. Lefton, Steven E. Martin, Robert J. Musson, David B. Prunty, Robert W. Sauro, Thomas J. Stevens, Ross S. Teague, M. Zach Whyte, Richard D.	<u>WHITE PLAINS</u> Canning, Thomas J. Van Hise, Kevin	<u>PLEASANTON</u> Dean, Felicia C. Durrenberger, Randal R. Mowery, Michael C. Sowers, Brian E.	<u>JACKSONVILLE</u> Brenny, Martin T. Mecca, Joseph P. Mullis, Raiford M. Roland, George E.	<u>TAMPA</u> Bulloch, Kelly B. Gilner, Scott W. Lee, Nathan Q.
<u>PHILADELPHIA</u> Harmon, Amanda R. Hughes, Paul W.		<u>RIVERSIDE</u> Cowan, Eugene D.	<u>LAKE LAND</u> Lewis, Jason A. Wilson, Mark E.	<u>VERO BEACH</u> Good, Brian A. Peed, Brooks H. Roberson, Kevin M. Thomas, Melbe S. Van Rens, Peter J.
<u>PRINCETON</u> Diggan, Tony W. Gibson, Adam T.		<u>SACRAMENTO</u> Melvin, Enda Pittalwala, Fareed S. Weir, Matthew D.	<u>MIAMI</u> Baldo, Burt L. Buchler, Aaron E. Collier, Julio A. Fernandez, Jorge L.	<u>WEST PALM BEACH</u> Barnes, R. Russell Heggen, Christopher W. Lee, Jason R. Mufleh, Marwan H. Rapp, Bryan T. Schanen, Kevin M. Schwartz, Michael F. Sumislaski, James M. Tercilla, Lindsey A. Walthall, David W.
<u>RICHMOND</u> Brewer, Brian J. Chance, Maxwell P. Hill, Corey Lickliter, Ashley C. McPeters, Brian A. Perkins, Ryan R. White, Timothy E.		<u>SAN DIEGO</u> Barlow, Matthew T. Espelet, Leonardo E. Harry, Jennifer L. Kaltsas, Joseph D. Knapton, Michael J. Landaal, Dennis J. McCormick, Matthew B. McWhorter, Samuel L. Podegracz, Anthony J.	<u>OCALA</u> Busche, Richard V. Gartner, Amber L. Losito, Gene B.	
		<u>SAN JOSE</u> Hedayat, Leyla Meyerhofer, Peter N. Venter Frederik J.	<u>ORLANDO</u> Chau, Hao T. Lenzen, Brent A. Martin, Jonathan A. Mingonet, Milton S. Thigpen, Jonathan D. Wetherell, Ryan S. White, Wayne E.	

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 16, 2021

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.
Marnell, Colleen L.
Morton, Jr., Arthur J.

CHICAGO

SUBURBAN

Antony, Dean M.
Cooper, Jason C.
Helnen, Andrew N.
Kissinger, John C.
Sjogren, Timothy
Walker, William A.
West, Craig L.

COLUMBUS

Muller, Justin M.

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Kuhnau, JoNette L.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.

MOUNTAIN

BOISE

McDougald, Brandon D.

COLORADO SPRINGS

Gunderson, Eric J.

DENVER

Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.

MESA

Burn, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Walnum, Nathan C.

PHOENIX

Connelly, Alissa J.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Leistiko, David J.
Marella, Damon J.
Mutti, Brent H.
Perillo, Adam C.
Smalkoski, Brian R.

RENO

Hildebrandt, Timothy H
O'Brien, Molly M.

SALT LAKE CITY

Crowther, Brent C.
Johnson, Zachary A.

SEATTLE

Belsick, Jody W.
Danielson, Paul B.

TUCSON

Payne, Kevin W.
Rhine, Timothy J.

SOUTHEAST

ALPHARETTA

Fanney, Angela L.
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.
Webb, Floyd C.

ATLANTA

Ergle, Kevin B.
Rushing, Michael L.

ATLANTA MIDTOWN

Bosman, Eric S.
Fink, Kenneth L.
Johnston, Sean P.
Montanye, Emmeline F.
Ross, Robert A.

CHARLESTON

Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Pattison, Paul G.
Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Beck, Chadwick W.
Lewellyn, Earl R.

MEMPHIS

Collins, James F.
Danley, Drake E.
Peregoy, Jennifer M.

NASHVILLE

Creasman, Brett R.
Dufour, Zachary J.
McMaster, Ryan L.
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.
Barber, Barry L.
Cochran, Adam P.
Cook, Richard N.
Deans, Neil T.
Keil, Ashley R.
Flanagan, Tammy L.
Kuzenski, John
Meador, Emily H.
Nuckols, Charles A.

TEXAS

AUSTIN NORTH

Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH

Hudson, Harrison M.
Mason, Sean R.

DALLAS

Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH

Arnold, Scott R.
Atkins, John R.
James, Jeffery

FRISCO

Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.
Hicks, Rebecca
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS

Ante, Louis N.
Arnold, Douglas M.

MCKINNEY

Morales, Hugo

SAN ANTONIO

Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Company (U.S.)</td> <td>19489</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Comprehensive Plan Update; Kelley Klepper. The City of Port Orange is named as an Additional Insured with respects to General Liability where required by written contract.

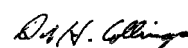
CERTIFICATE HOLDER

CANCELLATION

City of Port Orange
 1000 City Center Circle
 Port Orange, FL 32129

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

AUTHORIZED REPRESENTATIVE





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C9) Approval of the 2024 Public Hearing and Development Review Calendars

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the 2024 Development Review and Public Hearing Calendars.

SUMMARY: Planning Commission Action (11/16/23): Recommended Approval 7-0

PUBLIC HEARING CALENDAR:

The 2024 Public Hearing calendar is structured in the same format as the calendar adopted in previous years, with the only changes occurring during July, November, and December (Exhibit A). The Planning Commission meeting dates have been changed in July, November, and December as follows:

- The July 2024 Planning Commission meeting has been moved from the fourth Thursday (July 25) to the third Thursday (July 18) due to City Attorney's staff scheduling conflict;
- The November 2024 Planning Commission meeting has been moved from the fourth Thursday (November 28) to the third Thursday (November 21) due to the Thanksgiving holiday; and
- The December 2024 Planning Commission meeting has been moved from the fourth Thursday (December 26) to the second Thursday (December 12) due to the Christmas holiday.

DEVELOPMENT REVIEW CALENDAR:

The 2024 Staff Development Review Committee (SDRC) meeting calendar (Exhibit B) is structured in the same format as the calendar adopted in previous years. The project submittal dates provide applicants with an SDRC meeting date every week to have their development projects reviewed. Similar to past years, staff will have approximately two weeks to complete their review before an SDRC meeting.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	EXHIBIT A - PUBLIC HEARING CRITICAL DATES CALENDAR 2024	EXHIBIT A - PUBLIC HEARING CRITICAL DATES CALENDAR 2024.pdf
2.	EXHIBIT B - SDRC MEETING DATES AND DEADLINES 2024	SDRC MEETING DATES AND DEADLINES 2024.pdf

Penelope Cruz

Tim Burman

Wayne Clark

Tracee Cody

Created/Initiated - 11/17/2023

Approved - 11/17/2023

Approved - 12/1/2023

Final Approval - 12/1/2023

EXHIBIT A

CITY OF PORT ORANGE DEPARTMENT OF COMMUNITY DEVELOPMENT 2024 PUBLIC HEARING CALENDAR

APPLICATION DEADLINES	PLANNING COMMISSION MEETING DATES	CITY COUNCIL MEETING DATES *
DECEMBER 20, 2023	JANUARY 25, 2024	FEBRUARY 20, 2024
JANUARY 17, 2024	FEBRUARY 22, 2024	MARCH 19, 2024
FEBRUARY 21, 2024	MARCH 28, 2024	APRIL 16, 2024
MARCH 20, 2024	APRIL 25, 2024	MAY 21, 2024
APRIL 17, 2024	MAY 23, 2024	JUNE 18, 2024
MAY 22, 2024	JUNE 27, 2024	JULY 16, 2024
JUNE 12, 2024	**JULY 18, 2024	**AUGUST 21, 2024
JULY 17, 2024	AUGUST 22, 2024	SEPTEMBER 17, 2024
AUGUST 21, 2024	SEPTEMBER 26, 2024	OCTOBER 15, 2024
SEPTEMBER 18, 2024	OCTOBER 24, 2024	NOVEMBER 19, 2024
OCTOBER 16, 2024	**NOVEMBER 21, 2024	DECEMBER 10, 2024
NOVEMBER 13, 2024	**DECEMBER 12, 2024	JANUARY 21, 2025
DECEMBER 18, 2024	JANUARY 23, 2025	FEBRUARY 18, 2025

* First reading of ordinances. Second reading of ordinances is generally scheduled for the next Council meeting listed. Council dates are subject to change and may be verified through the City Clerk's office (386) 506-5563.

** These dates have been rescheduled from regular dates due to holidays or other events.

PLANNING COMMISSION – Meets at 5:30 p.m. at 1000 City Center Circle in the Council Chambers, first floor, City Hall.

CITY COUNCIL – Meets at 6:30 p.m. at 1000 City Center Circle in the Council Chambers, first floor, City Hall.

EXHIBIT B

2024 STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC) CALENDAR

APPLICATION DEADLINES (NO LATER THAN 12:00 NOON)	SDRC MEETING DATES
DECEMBER 13, 2023	JANUARY 3, 2024
DECEMBER 20, 2023	JANUARY 10, 2024
DECEMBER 27, 2023	JANUARY 17, 2024
JANUARY 3, 2024	JANUARY 24, 2024
JANUARY 10, 2024	JANUARY 31, 2024
JANUARY 17, 2024	FEBRUARY 7, 2024
JANUARY 24, 2024	FEBRUARY 14, 2024
JANUARY 31, 2024	FEBRUARY 21, 2024
FEBRUARY 7, 2024	FEBRUARY 28, 2024
FEBRUARY 14, 2024	MARCH 6, 2024
FEBRUARY 21, 2024	MARCH 13, 2024
FEBRUARY 28, 2024	MARCH 20, 2024
MARCH 6, 2024	MARCH 27, 2024
MARCH 13, 2024	APRIL 3, 2024
MARCH 20, 2024	APRIL 10, 2024
MARCH 27, 2024	APRIL 17, 2024
APRIL 3, 2024	APRIL 24, 2024
APRIL 10, 2024	MAY 1, 2024
APRIL 17, 2024	MAY 8, 2024
APRIL 24, 2024	MAY 15, 2024
MAY 1, 2024	MAY 22, 2024
MAY 8, 2024	MAY 29, 2024
MAY 15, 2024	JUNE 5, 2024
MAY 22, 2024	JUNE 12, 2024
MAY 29, 2024	JUNE 18, 2024
JUNE 5, 2024	JUNE 26, 2024
JUNE 12, 2024	JULY 3, 2024
JUNE 18, 2024	JULY 10, 2024
JUNE 26, 2024	JULY 17, 2024
JULY 3, 2024	JULY 24, 2024
JULY 10, 2024	JULY 31, 2024
JULY 17, 2024	AUGUST 7, 2024
JULY 24, 2024	AUGUST 14, 2024
July 31, 2024	AUGUST 21, 2024
AUGUST 7, 2024	AUGUST 28, 2024
AUGUST 14, 2024	SEPTEMBER 4, 2024
AUGUST 21, 2024	SEPTEMBER 11, 2024
AUGUST 28, 2024	SEPTEMBER 18, 2024
SEPTEMBER 4, 2024	SEPTEMBER 25, 2024
SEPTEMBER 11, 2024	OCTOBER 2, 2024
SEPTEMBER 18, 2024	OCTOBER 9, 2024
SEPTEMBER 25, 2024	OCTOBER 16, 2024
OCTOBER 2, 2024	OCTOBER 23, 2024
OCTOBER 9, 2024	OCTOBER 30, 2024
OCTOBER 16, 2024	NOVEMBER 6, 2024
OCTOBER 23, 2024	NOVEMBER 13, 2024
OCTOBER 30, 2024	NOVEMBER 20, 2024
NOVEMBER 6, 2024	NOVEMBER 27, 2024
NOVEMBER 13, 2024	DECEMBER 4, 2024
NOVEMBER 20, 2024	DECEMBER 11, 2024
NOVEMBER 27, 2024	DECEMBER 18, 2024
DECEMBER 4, 2024	DATE TO BE DETERMINED AT TIME OF SUBMITTAL
DECEMBER 11, 2024	DATE TO BE DETERMINED AT TIME OF SUBMITTAL
DECEMBER 18, 2024	JANUARY 8, 2025
DECEMBER 26, 2024	JANUARY 15, 2025

To schedule a pre-application conference, please contact the Planning Division in Community Development at PLANNING@PORT-ORANGE.ORG / (386) 506-5601. If applicable, Planning Commission and City Council meeting dates will be established for each project upon resolution of outstanding technical comments.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C10) Acceptance of the 2023 Annual Concurrency Management Report

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to accept the 2023 Concurrency Management Report.

SUMMARY: Each year, the city is required to prepare the Concurrency Management Report. Concurrency is the finding that public facilities and services necessary to support a proposed development are available or will be made available concurrently with the impact of a development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law. In addition to the individual concurrency reviews for current development proposals, this report, prepared annually, is intended to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. Concurrency reviews evaluate a development project's impact on the following seven public facilities and services (Transportation, Sanitary Sewer, Potable Water, Stormwater Drainage, Solid Waste, Recreation, and Public Schools). As indicated in the report, the public facilities and services subject to concurrency review are at sufficient levels for FY 2023/2024.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	2023 ANNUAL CONCURRENCY MANAGEMENT REPORT	2023 CONCURRENCY MANAGEMENT REPORT.pdf
----	--	---

Penelope Cruz
Tim Burman
Wayne Clark
Tracee Cody

Created/Initiated - 11/17/2023
Approved - 11/17/2023
Approved - 11/21/2023
Final Approval - 11/21/2023



2023

CONCURRENCY MANAGEMENT REPORT

Prepared by the
Community Development Department
November 2023

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This 2023 Concurrency Management Report was prepared by the Community Development Department, with assistance from the Finance, Parks & Recreation, Engineering, Public Utilities, and Public Works Departments and Volusia County Schools.

I. EXECUTIVE SUMMARY

Concurrency is the finding that public facilities and services necessary to support new development are available, or will be made available, by the time the impacts of development are expected to occur. As mandated by State law, all municipalities must conduct concurrency reviews on development proposals and make a finding of concurrency before any development orders or permits can be issued. Concurrency reviews evaluate a project's impact on the following seven public facilities and services:

**Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools**

The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations contained within the City's Land Development Code. The Community Development Department is responsible for regularly monitoring the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. In addition to the individual concurrency reviews for current development proposals, this report, prepared annually, is intended to meet this obligation.

From October 1, 2022, through September 30, 2023, the Community Development Department issued Development Orders that secured capacity reservations for 436,150 square feet of new non-residential space and 236 new residential units.

In review of the City's position with respect to concurrency, the public facilities and services subject to concurrency review are at sufficient levels for FY 23/24.

- **Traffic**: Traffic volumes within the city have increased on some segments and decreased on other segments over the past year. Roads on the west side of I-95 will continue to experience the most traffic growth in the future. The capacity on Williamson Boulevard north of the Pavilion and Taylor Road between Dunlawton Avenue and Clyde Morris Boulevard will need to continue to be monitored as these segments are slightly above or near the Level of Service (LOS) standard established by Volusia County. Throughout the city, roadway capacity improvements are planned or being planned for the next several years to keep pace with anticipated development.
- **Sanitary Sewer and Potable Water**: These systems continue to have the capacity to support additional growth within the city. The LOS for potable water will be monitored to ensure that the permitted groundwater withdrawal capacity per the 2023 Consumptive Use Permit, issued to the City by St. Johns River Water Management District, is not exceeded.

- Stormwater Drainage: The stormwater LOS requirement is being met for all drainage facilities constructed after the 1990's (when the city's stormwater regulations were adopted) with respect to being able to treat the runoff from the 25-year, 24-hour storm without causing flooding or polluting the receiving water bodies. The city continues to identify long-term solutions and implement drainage improvement and maintenance programs to enhance the function of the full stormwater system, including those areas developed prior to the adoption of the stormwater regulations.
- Solid Waste: Solid waste generation rates are slightly above the adopted LOS standard. There is no concurrency review for trash collection; however, the city's ability to collect and dispose of this waste is subject to concurrency review. As long as the City has sufficient financial resources to pay for private waste collection and space is available at the landfill, the City will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard. The amount of solid waste generated by individuals is not something that the city can directly control; however, the city can promote recycling programs to inform residents and businesses about the benefits of reducing the amount of waste generated.
- Recreation and Open Space: The adopted LOS is being met for all recreational facilities.
- Public Schools: This school year, the school district has returned to including capacity reserved for specific academic programs to show more accurate LOS rates. Therefore, Cypress Creek, Horizon, and Port Orange elementary schools and Spruce Creek High are projected to be near or slightly above the LOS standards. The school district has proposed a series of attendance boundary changes for the upcoming 2024-25 school year to alleviate schools that are over-utilized and maximize capacity at schools that are under-utilized outside of Port Orange.

II. OVERVIEW OF CONCURRENCY MANAGEMENT

Concurrency is the finding that public facilities and services necessary to support a proposed development are available or will be made available concurrently with the impacts of a development. All Florida municipalities are required to adopt and implement concurrency management systems in accordance with State law.

The concurrency management system for the City of Port Orange is established by policy in the city's Comprehensive Plan and administered through regulations contained within the city's Land Development Code (LDC). Local level-of-service standards (LOS) for seven types of public facilities and services have been adopted as part of the Comprehensive Plan. During the subdivision or site plan review process, the city evaluates each proposed development for its anticipated impact on these facilities and services and makes a finding of whether approval of the project would cause these facilities or services to drop below their adopted LOS.

In general, no final Development Orders or permits may be issued for development until there is a finding that all public facilities and services included in the city's Concurrency Management System have sufficient capacity to accommodate the impacts of the development or that improvements necessary to bring facilities up to their adopted LOS will be in place at the same time the impacts occur. Development Orders and permits include subdivision approval, site development plan approval, and the issuance of building permits.

Public Facilities and Services Subject to Concurrency Review

Concurrency review evaluates impacts on seven types of public facilities and services:

**Transportation
Sanitary Sewer
Potable Water
Stormwater Drainage
Solid Waste
Recreation
Public Schools**

If the city's concurrency review reveals a proposed development will generate impacts that exceed available capacity, the city must secure a financial or other legally binding commitment to ensure that improvements necessary to correct the anticipated deficiency will be in place concurrent with the impacts of the proposed development. Should the city and/or the developer be unable to provide such assurances, the project must be denied. Projects denied due to a failure to meet concurrency requirements but for which all other LDC requirements have been met can be placed on a prioritized list for approval of Development Orders once facility improvements have been made.

Concurrency Administration

The Community Development (CD) Department is responsible for coordinating all concurrency reviews by City departments. Concurrency reviews are conducted as part of the development review process for site plans and residential subdivisions. The CD Department may also conduct non-binding concurrency reviews for developments in the pre-application or conceptual plan stage.

The CD Department is also responsible for monitoring the cumulative effect of all approved Development Orders and development permits on the capacity of public facilities. The annual Concurrency Management Report is intended to meet this obligation.

From October 1, 2022, through September 30, 2023, the CD Department conducted concurrency reviews for 17 non-residential projects and 4 residential projects. During this period, Development Orders were issued (or extended), and capacity reservations were secured for a total of 436,150 square feet of new non-residential space and 236 new residential units. As of September 30, 2023, there is 1,336,468 square feet of non-residential space and 1,102 residential units that remain vested but un-built from previous years (see Exhibit 1).

Exemptions from Concurrency

Three types of development are exempt from concurrency review.

1. Vested projects with valid development orders or permits issued prior to November 1, 1990;
2. Public facilities; and
3. De minimus projects.

Development Orders for projects which meet these criteria may be issued without a finding of concurrency. However, if the proposed development will impact a public facility for which a deferral or moratorium on development has been placed, then no Development Orders may be issued until the deficiency is corrected.

Public facilities necessary to ensure the protection of the health, safety and general welfare of the citizens of Port Orange are exempt from concurrency review. This includes all public facility construction projects in the city's Capital Improvements Program required to maintain adopted LOS standards. This means that new public facilities, such as fire stations, are not reviewed to determine whether they will generate impacts that may negatively affect the City's level of service standards.

A de minimus development has very minimal impact, if any, on the city's adopted level of service standards set forth in the Comprehensive Plan. The following criteria are used to determine if a development is de minimus:

- Development of a single-family or two-family (duplexes) dwellings on a lot of record or un-platted parcels created before April 10, 1990, is deemed to be de minimus from all Concurrency reviews.
- Development with a daily trip generation rate of less than one percent of the maximum trip volume at the adopted level-of-service on an adjacent roadway and, on non-hurricane evacuation routes, would not cause the maximum volume to be

exceeded by 110 percent is deemed de minimus for purposes of assessing transportation LOS.

- Development that does not increase the number of school-age residents beyond the district-wide LOS standards established by the Volusia County School Board is deemed de minimus for purposes of assessing school levels of service.

In addition, developments in the Port Orange Town Center Transportation Concurrency Exception Area (TCEA) are exempt from the standard vehicular transportation concurrency review requirements of the LDC. The TCEA is intended to support the redevelopment objectives of the city by providing a multi-faceted strategy for maintaining acceptable overall mobility while minimizing the need for major road improvements that would potentially alter the desired character of the Town Center. Development within the TCEA is required to comply with the mobility strategies identified by the city to ensure the continued safety and efficiency of the transportation system and to mitigate the impacts of the proposed development. While there has been an increase in development within the Port Orange Town Center CRA over the past 5 years, there are no transportation concurrency issues in the area.

Vested Development

Development projects that had valid Development Orders or permits prior to the commencement of the City's concurrency regulations on November 1, 1990, are considered vested. This also includes all vacant single-family and two-family residential lots in subdivisions platted before that time. Lots and parcels that are vested for concurrency but have not yet been constructed or built out are considered reserved, meaning that the capacity has been reserved in the concurrency system to support their eventual construction.

When completed and occupied, the vested and reserved residential development will add approximately 2,634 new citizens to Port Orange¹. The current list of remaining vested development, as of September 30, 2023, is listed in Exhibit 1, along with the developments that have current Development Orders and capacity reservations.

¹ Average household size is 2.39, per the 2020 Census. Previous censuses provided average household size by housing unit type (i.e., single-family, multi-family, mobile home). As of the 2010 Census, this data is no longer provided.

EXHIBIT 1: VESTED & RESERVED DEVELOPMENT (September 30, 2023)

RESIDENTIAL DEVELOPMENT		NON-RESIDENTIAL DEVELOPMENT	
<u>SINGLE-FAMILY SUBDIVISIONS</u>	<u>NUMBER LOTS</u>	<u>DEVELOPMENT</u>	<u>SQUARE FEET</u>
Angler's Cove	4	Astro Roofing	2,100
Cambridge Acres	2	Catfish Commons Retail Building	6,404
Carter Woods	2	Christ The King Community Church	9,112
Countryside I-XII	2	Crane Lakes Depot	66,064
Golden Pond Estates	1	Del Taco	2,304
Hidden Oaks at Spruce Creek	2	Dr. Obeng Building Addition	1,230
Ken Bern	1	Dunamis Storage	111,606
Kings Landing I	22	Eastport, Lot 5 (BIK Hydraulics)	15,620
Kings Landing II	45	Eastport, Lot 9A	22,983
Kingswood I-III	1	Eastport, Lot 9B	20,000
Leila's Hammock	6	Eddin Medical Office	1,816
Madeline Commons	149	Eddin Retail	2,880
Northern Lites	3	Extra Space Storage	112,270
Oakland Park I-III	1	Halifax Health at Oakwater	29,736
Palms Del Mar	1	Halifax Health Expansion	6,979
Pheasant Run West	1	Hampton Manor	83,374
Reedy Creek Acres	1	Holiday Inn Express	51,504
Reedy Creek North	2	Miller's Ale House	7,265
The Sanctuary on Spruce Creek I-III	2	New Port, Lot 3	7,982
Sawgrass Point I-III	1	New Port, Lot 5 (O2B Kids)	11,050
Skylake II-III	1	Olsen Custom Homes	9,965
Sleepy Hollow II	1	Pavilion at Port Orange (Lot 5)	124,903
Spruce Creek Woods	1	Port Orange Field Ops Facility	28,072
Sugar Forest III	1	Port Orange Neighborhood Storage	103,314
Summertrees South I-III	2	Raydon, Phase II	66,557
Sweetwater Estates	8	Stor-It Self Storage	209,104
Syford Acres	2	Thompson Pump	162,141
Viking I-II	1	Thrive Church, Phase 2	8,425
Woodhaven I	13	Town Park PCD Property	29,600
Woodhaven II	175	Unatin Office Bldg.	8,300
Woodlake	2	Woodhaven Phase 2 Amenity Center	1,300
<u>TOTAL</u>	<u>456</u>	Woodspring Suites	12,508
<u>MOBILE HOME LOTS/SPACES</u>		<u>GRAND TOTAL</u>	<u>1,336,468</u>
Bayview	3		
Crane Lakes	8		
Halifax Estates	8		
Laurelwood I-IV	1		
Pickwick Village	2		
Spruce Creek Village	5		
Twin Gates	3		
<u>TOTAL</u>	<u>30</u>		
<u>MULTI-FAMILY/TOWNHOUSE/DUPLEX UNITS</u>			
Bella Oaks	22		
Canalview Place	20		
Coastal Oaks	4		
Hawks Mill Apartments	360		
Hidden Village	1		
Oak Cove Villas	12		
Potato Patch	1		
Southern Oaks	6		
Trailwood I	8		
Villa Nova Townhomes	77		
Woodhaven I	5		
Woodhaven II	100		
<u>TOTAL</u>	<u>616</u>		
<u>GRAND TOTAL</u>	<u>1,102</u>		

Adopted Level-of-Service Standards (LOS)

The adopted level-of-service standards (LOS) for public facilities subject to concurrency are established in the City of Port Orange's Comprehensive Plan and the Land Development Code. The standards for each facility and service are indicated in Part II of this report.

Capacity Reservations

If a concurrency review for a proposed development reveals that there is sufficient capacity to support it, a Development Order will be issued, and capacity is reserved. Capacity reservations are made based on the date of project approval by the Community Development Department or the City Council. Capacity reservations are made in conjunction with the issuance of a final Development Order. They are valid only for the specific land use(s), densities, intensities and construction and improvement schedules as contained on the Development Order and any applicable development agreements for the property. The issuance of a Development Order generally reserves public facility capacity for the project for one year.

The City Council may also reserve public facility capacity for a particular land area or specific land use, provided it is done in accordance with a specific development or redevelopment strategy identified in the Comprehensive Plan. This would include such community development objectives as providing affordable housing or diversification of the tax base.

Development Deferrals/Moratoria

If, at any time, the city's inventory of public facilities capacities indicates that a facility has dropped below its adopted LOS, then the City will cease to issue any Development Orders which would impact that facility. Such a deferral will continue until the adopted LOS is reestablished through facility improvements or other methods, or the adopted LOS as established in the Port Orange Comprehensive Plan is amended to reflect a lower, acceptable community standard. If improvements to a facility are not anticipated to keep pace with the demand brought about by new development, then the city may declare a development deferral or moratorium of specified duration and/or location.

III. CURRENT CAPACITIES AND LEVEL-OF-SERVICE

This section of the report will look at each facility subject to concurrency. First, the facility's adopted level-of-service (LOS) will be identified. Next, the current status of the facility relative to its adopted LOS will be evaluated. Lastly, the City's ability to meet the demands of new development at adopted levels-of-service during the upcoming year will be considered and a description of projected long-term improvements is provided.

TRANSPORTATION FACILITIES

Level of Service Measures

The city evaluates LOS for concurrency review purposes based on peak-hour trips for city roads and on peak-hour and daily trips for County and State roads. This allows the city to evaluate the existing and projected LOS on roadway segments so the city can target specific improvements to maintain the adopted LOS or to make improvements for specific movements, if necessary.

Adopted Level-of-Service Standards

Exhibit 2 lists the currently adopted level-of-service standards for roads in the city. The adopted LOS Standard is set by the maintaining agency for the roadway.

Exhibit 2: Adopted Roadway Level-of-Service Standards

Administrative Facility Type	Adopted LOS Standard
Florida Strategic Intermodal System (SIS)	C
State Arterials (FDOT) and non-SIS roads	D
County (Volusia County)	E
City (Port Orange)	E

Florida Strategic Intermodal System (SIS) Roadways – LOS “C”

In Port Orange, the sole Florida Strategic Intermodal System (SIS) roadway facility is I-95. The state mandates these roads be maintained at LOS “C” or better. According to the Highway Capacity Manual, LOS “C” is defined as stable flow, but the operation of individual users is significantly affected by interactions with other vehicles in the traffic stream. The ability to select and maintain a desired speed is affected by the presence of other vehicles, and changing lanes becomes more difficult.

State Arterials (Non-SIS Facility) & Designated Hurricane Evacuation Routes – LOS “D”

State-maintained principal arterials and hurricane evacuation routes are designated at LOS “D”. US 1 (Ridgewood Avenue), SR 421 (Dunlawton Avenue), SR A1A (Dunlawton Bridge) and SR 5A (Nova Road) are designated with LOS “D”. According to the Highway Capacity Manual, LOS “D” is defined as high-density yet stable flow. The ability to select a desired speed and to change lanes is severely restricted, although the driver or passenger still experiences a fair level of comfort and convenience. Small increases in traffic flow can cause operational delays at this LOS.

All City Roads and County Arterial and Collector Facilities – LOS “E”

The city’s LOS standard for city roads and the Volusia County LOS standard for county roads is LOS “E”. According to the Highway Capacity Manual, LOS “E” is defined as high-density and often unstable traffic flow. Speeds are generally reduced to a low but relatively uniform value during peak periods. The ability to change lanes is extremely difficult and is generally accomplished by forcing another vehicle to slow down to accommodate such maneuvers. Comfort and convenience are poor, and driver frustration is high. Small increases in traffic volume or other minor problems, such as a stalled, vehicle can cause traffic delays.

Design Capacity LOS and Existing Level-of-Service

The capacity of a roadway is based on roadway characteristics for urbanized areas described in Table 1 of the latest edition of the Quality Level of Service Handbook (2023) published by FDOT. The volume-to-capacity ratio or VC ratio measures the amount of traffic on a given roadway relative to the amount of traffic the roadway was designed to accommodate. The volume to Capacity Ratio compares roadway demand (vehicular volume) with roadway supply (carrying capacity). The Volume to Capacity Ratio varies from a low of 0 (free flow) to values sometimes greater than 1.0 (severely/heavily congested). Exhibit 3, “Roadway Counts, Functional Classification and LOS indicates the design capacity and adopted levels of service of various arterial and collector roadways in the City of Port Orange, existing traffic volumes, existing level-of-service, and the percentage change in traffic volumes between 2020 and 2021 for state and county roadways and between 2022 and 2023 for city roadways.

Traffic Counts and Trends

According to the latest traffic count volumes available to the city for the roads within the city, there were moderate increases on some road segments and decreases on other road segments (see Exhibit 3). The volumes indicated in Exhibit 3 are presented as average daily trips. The most recent daily traffic counts available were taken in April 2023 for city roads and in 2021 for county and state roads. There is one roadway segment along Williamson Boulevard (Willow Run Boulevard to Town West Boulevard) operating slightly above the adopted Volusia County LOS standard. All other city, county, and state roads within the city are operating below their adopted LOS standard.

State Roads (2021 Data)

There were no state-maintained roadway segments that exceeded the adopted LOS standard. Of the 14 state count stations, 3 showed a traffic volume increase, while the remaining count stations showed a decrease or no change in traffic volume. Capacity remains on these roadway segments, and staff will continue to monitor traffic volume counts in this area. Overall, there was a 6.26% increase in total trips on the state’s roads within the city from 2020 to 2021.

If the traffic counts for I-95 were removed from the traffic volume calculation for state roads, there would be a -1.46% decrease on State Roads (Ridgewood Avenue, Dunalwton Avenue, and Nova Road). There was a 30.84% increase in traffic volume on I-95 from 2020 to 2021.

County Roads (2021 Data)

There is one county-maintained roadway segment that is slightly above the adopted LOS standard; the segment is Williamson Boulevard between Willow Run Boulevard and Town West Boulevard. Of the 24 county count stations, 16 showed traffic volume increases, 6 showed traffic volume decreases, and two showed no change. Overall, there was a 4.37% increase in total trips on Volusia County roads within the city from 2020 to 2021.

City Roads (2023 Data)

There were no local maintained roadway segments that exceeded the adopted LOS standard. Of the 42 city count stations, 13 stations showed increases in traffic, 16 stations showed decreases, and 13 showed no change or did not have a past traffic county to compare to. Overall, there was a 0.19% decrease in total trips on City roadways from 2022 to 2023. In 2023, the city added 11 new traffic count stations to capture additional counts for streets that had not previously been included, such as Halifax Drive, Riverside Drive, Oak Street, and Jackson Street.

Exhibit 3: Roadway Counts, Functional Classification and LOS (Blue = State Road/count; Yellow = County Road/count; White = City Road/count)

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2020 VOLUME	2021 VOLUME	2022 VOLUME	2023 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Airport Road	Pioneer Trail-Williamson	65	2	CO	E	27,980	14,519	16,050	16,202	16,124	C	-0.48%	57.63%
Canal View Blvd.*	Nova Rd. to Spruce Creek Rd.	201	2	CO	E	17,920	1,967	2,050	1,229*	1,969	C	60.21%*	10.99%
Central Park Blvd.	Hensel Rd. to Spruce Creek Rd.	2201	2	local	E	17,920	2,644	2,449	2,822	2,548	C	-9.71%	14.22%
Charles St.	Ridgewood Ave. to FEC Railroad	301	2	local	E	17,920	1,879	1,408	1,615	1,670	C	3.41%	9.32%
Charles St.	FEC Railroad to McDonald Rd.	302	2	local	E	17,920	2,114	2,158	2,239	2,246	C	0.31%	12.53%
City Center Pkwy.	Dunlawton Ave. to City Center Cir.	2401	2	local	E	17,360	3,995	4,341	5,157	4,816	C	-6.61%	27.74%
City Center Blvd.	Clyde Morris to City Center Cir.	2402	2	local	E	17,360	3,478	3,875	4,534	4,639	C	2.32%	26.72%
City Center Dr.	Herbert St. to City Center Cir.	2403	2	local	E	17,360	1,883	2,210	2,335	2,405	C	3.00%	13.85%
Clyde Morris Blvd.	N. City Limits to Madeline Ave.	335	4	UPA	E	37,970	21,160	21,520	N/A	N/A	C	1.70%	56.68%
Clyde Morris Blvd.	Madeline Ave. to Willow Run	333	4	UPA	E	37,970	18,820	23,390	N/A	N/A	C	24.28%	61.60%
Clyde Morris Blvd.	Willow Run Blvd. to Dunlawton Ave.	332	4	UPA	E	37,970	16,850	19,360	N/A	N/A	C	14.90%	50.99%
Clyde Morris Blvd.	Dunlawton Ave. to Taylor Rd.	330	2	UMA	E	17,050	8,210	9,150	N/A	N/A	C	11.45%	53.67%
Commonwealth Blvd.	Spruce Creek Rd. to FEC Railroad	360	2	MA	E	13,640	5,260	5,510	N/A	N/A	C	4.75%	40.40%
Commonwealth Blvd.	FEC Railroad to Ridgewood Ave.	361	2	MA	E	13,640	3,850	3,830	N/A	N/A	C	-0.52%	28.08%
Coraci Blvd.	N. of Town West Blvd.	130	2	local	E	17,920	1,623	2,041	1,912	1,897	C	-0.78%	10.59%
Country Ln.	Village Trail to Smokerise Blvd.	601	2	local	E	17,920	5,273	5,394	5,535	5,577	C	0.76%	31.12%
Country Ln.	Smokerise Blvd. to Taylor Rd.	602	2	local	E	17,920	4,289	4,212	4,357	4,545	C	4.31%	31.12%

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2020 VOLUME	2021 VOLUME	2022 VOLUME	2023 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Down Under	W. of Peninsula Dr.	82	2	local	E	17,360	N/A	N/A	N/A	1,437	B	N/A	8.28%
Dunlawton Ave.	Peninsula Dr. to Ridgewood Ave.	427	4	PA	D	32,400	24,500	24,500	N/A	N/A	D	0.00%	75.62%
Dunlawton Ave.	Ridgewood to Spruce Creek Rd.	5181	4	PA	D	39,800	25,500	25,500	N/A	N/A	C	0.00%	64.07%
Dunlawton Ave.	Spruce Creek Rd. to Nova Rd.	1015	4	PA	D	39,800	32,000	32,000	N/A	N/A	C	0.00%	80.40%
Dunlawton Ave.	Nova Rd. to Clyde Morris Blvd.	1014	6	PA	D	59,900	39,000	39,000	N/A	N/A	C	0.00%	65.11%
Dunlawton Ave.	Clyde Morris Blvd. to I-95	517	6	PA	D	59,900	52,000	52,000	N/A	N/A	C	0.00%	86.81%
Halifax Dr.	S. of Dunlawton Ave.	83	2	CO	E	17,920	N/A	N/A	N/A	1,331	C	N/A	7.43%
Hensel Rd.	Taylor Rd. to Central Park Blvd.	1001	2	local	E	17,920	6,713	6,268	6,757	7,006	C	3.69%	39.10%
Herbert St.	E. of Ridgewood Ave.	901	2	CO	E	17,920	456	576	634	634	B	0.00%	3.54%
Herbert St.	Ridgewood Ave. to Lafayette St.	85	2	CO	E	17,920	N/A	N/A	N/A	4,935	C	N/A	27.54%
Herbert St.	Lafayette St. to FEC Railroad	84	2	CO	E	17,920	N/A	N/A	N/A	4,719	C	N/A	26.33%
Herbert St.	FEC Railroad to Nova Rd.	903	2	CO	E	17,920	5,714	6,403	7,050	7,467	C	5.91%	41.67%
Herbert St.	Nova Rd. to City Center Dr.	904	2	CO	E	17,920	7,173	8,159	8,385	8,694	C	3.69%	48.52%
Herbert St.	City Center Dr. to Clyde Morris	905	2	CO	E	17,360	6,710	7,129	8,183	7,919	C	-3.23%	45.62%
Hidden Lakes Dr.	S. of Willow Run Blvd.	86	2	local	E	17,920	N/A	N/A	N/A	6,975	C	N/A	38.92%
Jackson St.	S. of Madeline Ave.	1101	2	local	E	17,920	N/A	N/A	N/A	1,913	C	N/A	10.68%
McDonald Rd.	Charles St. to Madeline Ave.	1201	2	local	E	17,360	2,656	2,924	2,979	2,942	C	-1.24%	16.95%
McGinnis Ave.	W. of Williamson Blvd.	120	2	local	E	23,520	1,658	1,821	1,939	1,981	C	-1.24%	8.42%

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2020 VOLUME	2021 VOLUME	2022 VOLUME	2023 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Madeline Ave.	Sauls Rd. to Nova Rd.	1164/1301	2	MA	E	17,920	4,652	4,414	5,059	4,562	B	-9.82%	25.46%
Madeline Ave.	Nova Rd. to Clyde Morris Blvd.	1163/1303	2	MA	E	17,360	8,098	9,033	9,319	9,883	C	6.05%	56.93%
Madeline Ave.	Clyde Morris Blvd. to Town Park Dr.	1161/1304	2	MA	E	27,980	10,701	12,233	13,943	13,081	D	-6.18%	46.75%
Madeline Ave.	Town Park Dr. to Williamson Blvd.	88	4	MA	E	27,980	N/A	N/A	N/A	11,425	C	N/A	40.83%
Main Street	E of Bayshore Dr.	81	2	local	E	17,920	N/A	N/A	N/A	776	B	N/A	4.33%
Nova Rd.	Madeline Ave. to Dunlawton Ave.	1017	4	UPA	D	39,800	18,000	18,000	N/A	N/A	C	0.00%	45.23%
Nova Rd.	Dunlawton to Spruce Creek Rd.	1016	4	UPA	D	39,800	27,000	27,000	N/A	N/A	C	0.00%	67.84%
Nova Rd.	Spruce Creek Rd. to Ridgewood Av.	458	4	UPA	D	39,800	20,500	18,200	N/A	N/A	C	-11.22%	45.73%
Oak St.	E. of Railroad Tracks	89	2	local	E	17,920	N/A	N/A	N/A	3,255	B	N/A	18.16%
Pioneer Trail	Airport-Turnbull Bay Rd.	1465	2	UC	E	13,640	6,320	7,380	N/A	N/A	C	16.77%	54.11%
Reed Canal Rd.	Nova Rd-Clyde Morris Rd.	1561	2	UC	E	13,640	6,350	6,460	N/A	N/A	D	1.73%	47.36%
Ridgewood Ave.	N. City Limits to Dunlawton Ave.	213	4	UPA	D	39,800	24,000	24,000	N/A	N/A	C	0.00%	60.30%
Ridgewood Ave.	Dunlawton Ave. to Oak St.	5057	4	UPA	D	39,800	20,200	17,600	N/A	N/A	C	-12.87%	44.22%
Ridgewood Ave.	Oak St. to Nova Rd.	152	4	UPA	D	39,800	15,500	15,700	N/A	N/A	C	1.29%	39.45%
Ridgewood Ave.	Nova Rd. to S. City Limits	13	4	UPA	D	65,600	23,500	23,500	N/A	N/A	B	0.00%	35.82%
Riverside Dr.	N. of Niver St.	90	2	local	E	17,920	N/A	N/A	N/A	725	C	N/A	4.05%
Sauls St.	N. of Madeline Ave.	91	2	local	E	17,920	N/A	N/A	N/A	2,420	C	N/A	13.50%
Spruce Creek Rd.	Central Park Blvd. to Merrimac Dr.	1701	2	CO	E	17,920	5,689	5,839	6,384	6,110	B	-4.29%	34.10%

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2020 VOLUME	2021 VOLUME	2022 VOLUME	2023 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Spruce Creek Rd.	Merrimac Dr. to Taylor Rd.	1702	2	CO	E	17,920	9,476	9,773	10,938	10,739	C	-1.82%	59.93%
Spruce Creek Rd.	Taylor Rd. to Nova Rd.	1751	4	UMA	E	37,970	13,180	14,740	N/A	N/A	C	11.84%	38.82%
Spruce Creek Rd.	Nova Rd. to Commonwealth	1752	2	MA	E	13,640	7,780	8,500	N/A	N/A	D	9.25%	62.31%
Spruce Creek Rd.	Commonwealth to Dunlawton Ave.	92	2	MA	E	17,360	N/A	N/A	N/A	7,025	C	N/A	40.47%
Spruce Creek Rd.*	Dunlawton Ave. to Canal View Blvd.	1708	2	CO	E	17,360	2,541	2,535	1,519	2,493	C	64.12%	14.36%
Taylor Rd.	Hensel Rd. to Spruce Creek Road	1826	4	MA	E	37,970	14,760	14,800	N/A	N/A	C	0.27%	38.98%
Taylor Rd.	Clyde Morris Blvd. to Hensel Rd.	1824	4	MA	E	37,970	16,970	16,970	N/A	N/A	C	0.00%	44.69%
Taylor Rd.	Dunlawton Av. to Clyde Morris Blvd.	1823	2	MA	E	14,040	14,710	12,780	N/A	N/A	D	-13.12%	91.03%
Taylor Rd.	Williamson Blvd. to I-95	1814	5	UPA	E	47,560	48,950	44,340	N/A	N/A	D	-9.42%	93.23%
Taylor Rd.	Summer Trees Rd. to Williamson Blvd.	1813	4	UPA	E	37,970	17,200	18,120	N/A	N/A	C	5.35%	47.72%
Taylor Rd.	Crane Lakes Blvd. to Summer Trees Rd.	1812	2	UPA	E	17,050	15,000	14,840	N/A	N/A	C	-1.07%	87.04%
Town West Blvd.	Williamson Blvd. to Coraci Blvd.	100	2	CO	E	17,920	7,094	7,909	8,022	8,140	B	1.47%	45.47%
Town West Blvd.	Coraci Blvd. to Tomoka Farms Rd.	110	2	CO	E	17,920	3,564	3,973	4,298	4,278	B	-0.47%	23.90%
Victoria Gardens Blvd.	S. of Dunlawton Ave.	2501	2	local	E	17,360	2,732	3,255	3,342	3,327	B	-0.45%	20.89%
Victoria Gardens Blvd.	E. of Clyde Morris Blvd.	2502	2	local	E	17,360	1,794	2,232	2,391	2,324	B	-2.80%	14.59%
Village Trail	Dunlawton Ave. to Country Ln.	1901	2	local	E	17,920	7,027	6,597	7,081	6,577	B	-7.12%	41.29%
Village Trail	Country Ln. to Nova Rd.	1902	2	local	E	17,920	8,624	7,782	7,965	7,739	B	-2.84%	48.58%
Willow Run	Clyde Morris Blvd. to Hidden Lakes	2013	3	CO	E	27,980	8,851	10,243	10,480	10,385	B	-0.91%	37.12%

ROAD	LOCATION	COUNT STATION	NO. OF LANES	FUNCT. CLASS ^A	ADOPTED LOS STANDARD	ADOPTED LOS CAPACITY	2020 VOLUME	2021 VOLUME	2022 VOLUME	2023 VOLUME	EXISTING LOS	% Change ^B	VC Ratio ^C
Willow Run	Hidden Lakes Dr. to Williamson Blvd.	2010	2	CO	E	17,920	6,355	7,502	7,797	7,778	C	-0.24%	43.40%
Williamson Blvd.	N. City Limits to Madeline Ave.	1993	2	UPA	E	17,050	15,200	14,430	N/A	N/A	D	-5.07%	84.63%
Williamson Blvd.	Madeline Ave. to Willow Run Blvd.	1992	2	UPA	E	17,050	15,200	14,840	N/A	N/A	D	-2.37%	87.04%
Williamson Blvd.	Willow Run Blvd. to Town West	1991	2	UPA	E	17,050	15,880	17,140	N/A	N/A	F	7.93%	100.53%
Williamson Blvd.	Town West Blvd. to Taylor Rd.	1990	2	UPA	E	37,970	18,330	19,440	N/A	N/A	C	6.06%	51.20%
Williamson Blvd.	Taylor Rd. to Spruce Creek Bridge	66	4	UPA	E	37,970	20,920	25,040	N/A	N/A	C	19.69%	65.95%
Williamson Blvd.	Spruce Creek Bridge to Airport Rd.	65	4	UPA	D	37,970	20,130	22,550	N/A	N/A	C	12.02%	59.39%
Williamson Blvd.	Airport Rd. to Pioneer Trail	1989	4	UPA	D	37,970	5,940	6,100	N/A	N/A	C	2.69%	16.07%
Yorktowne Blvd.	North of Dunlawton Ave.	2080	2	CO	E	17,920	3,188	3,334	3,921	3,467	B	-11.58%	19.35%
I-95	Beville Rd. to Dunlawton Ave.	492	4	SIS	D	111,800	58,000	81,500	N/A	N/A	C	40.52%	72.90%
I-95	Dunlawton Ave. to SR 44	133	4	SIS	D	111,800	43,036	50,700	N/A	N/A	B	17.81%	45.35%
Total City Counts							147,330	156,210	166,270	165,960		-0.19%	
Total County Counts*							361,489	377,280				4.37%	
Total State Counts**							422,736	449,200				6.26%	
Total of All Roadways							931,555	982,690					

Notes to Exhibit 3:

A UPA = Urban Principal Arterial, MA = Minor Arterial, CO/UCO = Collector/Urban Collector (TPO and/or City Sources)

B Percent volume change is from 2020 to 2021 for the State and County and from 2022 to 2023 for the City.

C Volume to Capacity Ratio compares roadway demand (vehicular volume) with roadway supply (carrying capacity). The Volume to Capacity Ratio varies from a low of 0 (free flow) to values sometimes greater than 1.0 (severely/heavily congested)

Blue = State Facility or Counts; Data derived from Volusia County Traffic Engineering, 2021; Yellow = County Facility or Counts; Data derived from Volusia County Traffic Engineering, 2021

White = City Facility or Counts; Data derived from Traffic Engineering Data Solutions, Inc., 2023;

*Canal View Blvd. was closed during 2022 traffic counts to local traffic only.

Where no data is available the previous year count was used for the purpose of calculating total counts and percent volume change for total counts.

Sources: FDOT 2023 Quality/Level of Service Handbook; Traffic Engineering Data Solutions, Inc., 2023; and Volusia County Traffic Engineering, 2022.

Roadways Currently Not Operating Within Adopted Level-of-Service:

Based on the latest traffic count data, only the roadway segment of Williamson Boulevard between Willow Run Boulevard to Town West Boulevard (county thoroughfare road) slightly exceeds the adopted level-of-service. The city and Volusia County will continue to monitor the traffic volume on Williamson Boulevard along with several other key roadways, such as Dunlawton Avenue, Clyde Morris Boulevard, Nova Road, Taylor Road, and Madeline Avenue, and will continue to work with FDOT, Volusia County, and the River to Sea Transportation Planning Organization (R2CTPO) to identify and construct improvements to improve roadway capacity and LOS.

The future widening of Williamson Boulevard from Town West Boulevard to Beville Road is a long-term improvement that will need to be a roadway project programmed by Volusia County. By widening this segment, the capacity at the adopted Volusia County LOS standard is anticipated to increase from 17,050 daily trips to approximately 37,970 daily trips. The Williamson Boulevard widening project is included in the TPO's 2040 Long Range Transportation Plan, but it is not currently funded.

The future widening of Williamson Boulevard from Beville Road to Madeline Avenue is currently under design in FY23/24 by Volusia County. The design work will include widening the section between Beville Road and Madeline Avenue from 2 undivided lanes to 4 divided lanes, design of future widening through the I-95 crossing south of Willow Run Boulevard, and conceptual design of the stormwater systems for that section of Williamson Boulevard. Volusia County currently does not have a construction schedule at this time.

Public or Private Improvements to the System during the Past Fiscal Year (FY 22/23) and Its Impact on Capacity and LOS:

There were no roadway improvement projects completed in FY22/23.

Proportionate Fair-Share Ordinance

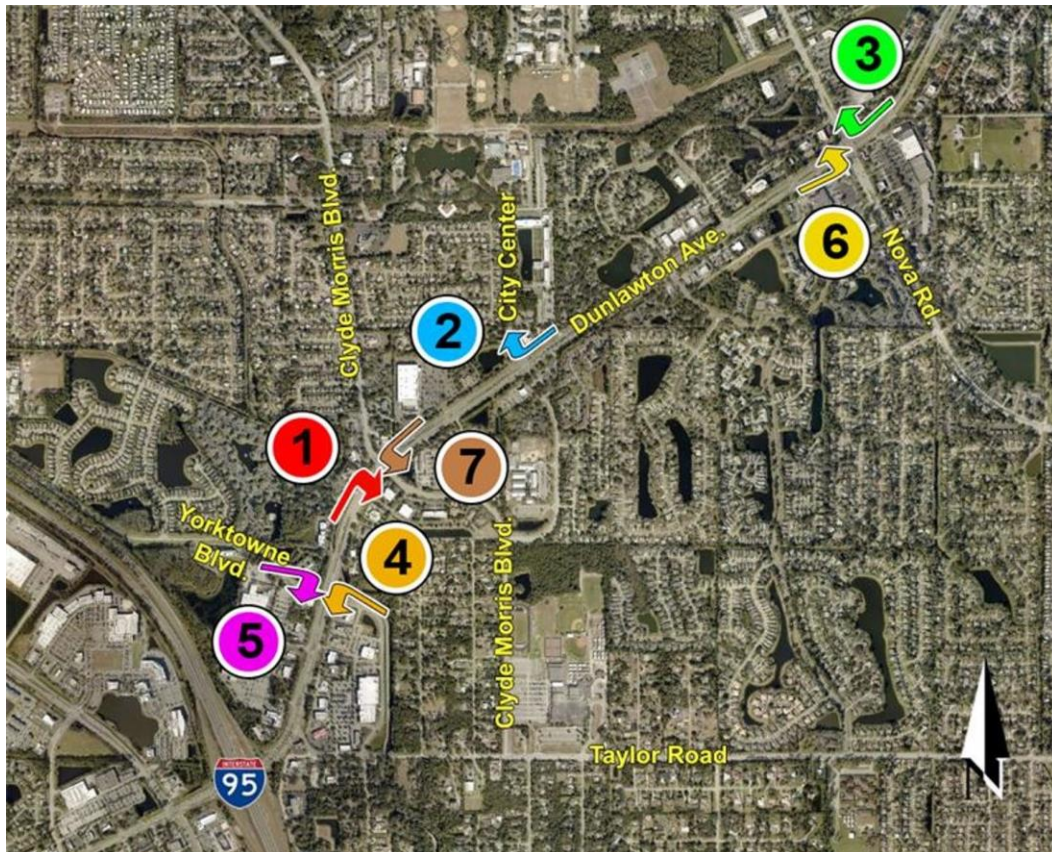
In 2006, the City Council adopted a Proportionate Fair-Share Ordinance. The city has entered into Concurrency and Fair-Share Agreements with several developers. City initiated projects funded through the fair-share process and the status of each of these projects is listed below. As of September 30, 2023, the city has received \$7,181,690 in proportionate fair-share.

1. Interstate 95/SR 421 interchange area (phase 1) – ***Project Completed***
2. Clyde Morris Blvd/Dunlawton Avenue intersection - ***Project Completed***
3. Summer Trees Road extension- ***Project Completed***
4. Devon Street/Taylor Road Intersection –***Project Completed***
5. Town West Boulevard/Williamson Boulevard signal – ***Project Completed***
6. Yorktowne Boulevard Extension – ***Partial Design Completed***

Public or Private Improvements to the System during the Current Fiscal Year (FY 23/24) and its Impact on Capacity and LOS:

Dunlawton Avenue Turn Lanes Design for the following turn lanes along Dunlawton Avenue will be completed in 2024 and construction is anticipated in 2026 The turn lanes will improve traffic flow and roadway capacity, reduce delays for turning and through vehicles and improve intersection safety.

1. Eastbound right-turn lane at Clyde Morris Boulevard for traffic heading south towards Taylor Rd.
2. Westbound right-turn lane at City Center Parkway for traffic heading into the City Center Complex.
3. Westbound right-turn lane at Nova Road for traffic heading north toward Daytona Beach.
4. Southbound right-turn lane on Yorktowne Boulevard for traffic heading south on Yorktowne Boulevard and turning toward the I-95 interchange.
5. Northbound left-turn lane on Yorktowne Boulevard for traffic heading north on Yorktowne Boulevard from Taylor Road and turning toward the I-95 interchange.
6. Northbound left-turn lane extension at Nova Road for traffic heading north toward Daytona Beach.
7. Westbound left-turn lane extension at Clyde Morris Boulevard for traffic heading south toward Taylor Road.



Location map of seven turn lane projects along the Dunlawton Avenue (SR421) corridor

Summer Trees Road and S. Williamson Boulevard Intersection Improvements

As part of the Shoppes at Summer Trees commercial development project, a second left-turn lane for Eastbound traffic from Summer Trees Road onto northbound S. Williamson Boulevard will be built. The additional turn lane will add additional storage capacity at the intersection.

Capacities Reserved for Approved but Un-built Development:

According to Exhibit 1, there are 1,102 vested but un-built residential units, which are estimated to generate 8,783 average cumulative daily trips.² Residential trips such as these are reserved on the city's roadway system upon being approved or obtaining vesting. A net total of 1,336,468 square feet of non-residential construction is also vested but un-built.

The city, along with Volusia County (maintaining agency) will continue to monitor the traffic volume on Williamson Boulevard along with several other roadways such as Taylor Road, Dunlawton Avenue, Clyde Morris Boulevard, Nova Road, and Madeline Avenue, and will continue to work with FDOT, Volusia County, and the River to Sea Transportation Planning Organization (R2CTPO) to identify and construct improvements to improve roadway capacity and LOS.

Bikeway/Pedestrian Improvements during the Past Fiscal Year:

There were no bikeway or pedestrian improvement projects completed in FY22/23.

² 9.43 trips per day for each single-family residential unit, 7.12 per mobile home 7.20 per duplex or townhouse and 6.74 per multi-family unit. Source: ITE Trip Generation Manual, 11th Edition.

SANITARY SEWER

The Port Orange Sanitary Sewer System serves the City of Port Orange, Daytona Beach Shores, Ponce Inlet (wholesale), and other unincorporated areas of East Volusia County. The Port Orange collection system contains 114 standard public pump stations (lift stations), 24 “grinder” stations, and an estimated 375 miles of pipeline. The collectors range in size from 8” to 30” and transmit flow back to the city’s treatment plant through a series of force mains and relatively deep interceptors.

Adopted Level-of-Service Standard:

Residential consumption is 160 gallons per day per Equivalent Living Unit (ELU) and Commercial consumption is 1/10 gallon per sq. ft. per day of commercial, industrial, or institutional development.

Design Capacity of the Wastewater Treatment Plant and Existing LOS:

The Florida Department of Environmental Protection (FDEP) has permitted the Wastewater Treatment Plant with a maximum capacity of 12.0 million gallons per day (MGD). According to the Public Utilities Department, the present total number of sewer connections is 26,381, and the number of permitted ELU’s connected to the system is 49,437. The Wastewater Treatment Plant currently has a committed capacity of 7.91 MGD, based on FDEP permits for development. Using the City’s LOS figure of 160 gallons per ELU, the Wastewater Treatment Plant is capable of providing service to 75,000 ELU’s. Therefore, the sanitary sewer system capacity is sufficient to serve the current committed ELU’s (see Exhibit 4).

Exhibit 4: Capacity of the Wastewater Treatment Plant

	MGD*	ELU**
Maximum Capacity	12.0	75,000
Committed Capacity	7.91	49,437
Remaining Capacity	+4.09	+25,563

*MGD - Million Gallons per Day

**ELU - The water usage equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, November 2023 and FDEP Waste Treatment Plant Permit Application.

As indicated in Exhibits 5 and 6 (see next page), wastewater generation rates have generally been increasing since FY 15/16. The increase is consistent with the increase in population. Exhibit 5 presents a summary of the actual wastewater generation throughout the entire service area since FY 13/14 and the projection through 2045. A Facility Plan for the Wastewater Treatment Plant was recently completed that included a flow projection through 2045, with the projected flow in 2045 to be at 8.50 MGD. Exhibit 6 shows a comparison between the average wastewater generation daily flow and the city’s population since 2013.

Exhibit 5: Wastewater Generation

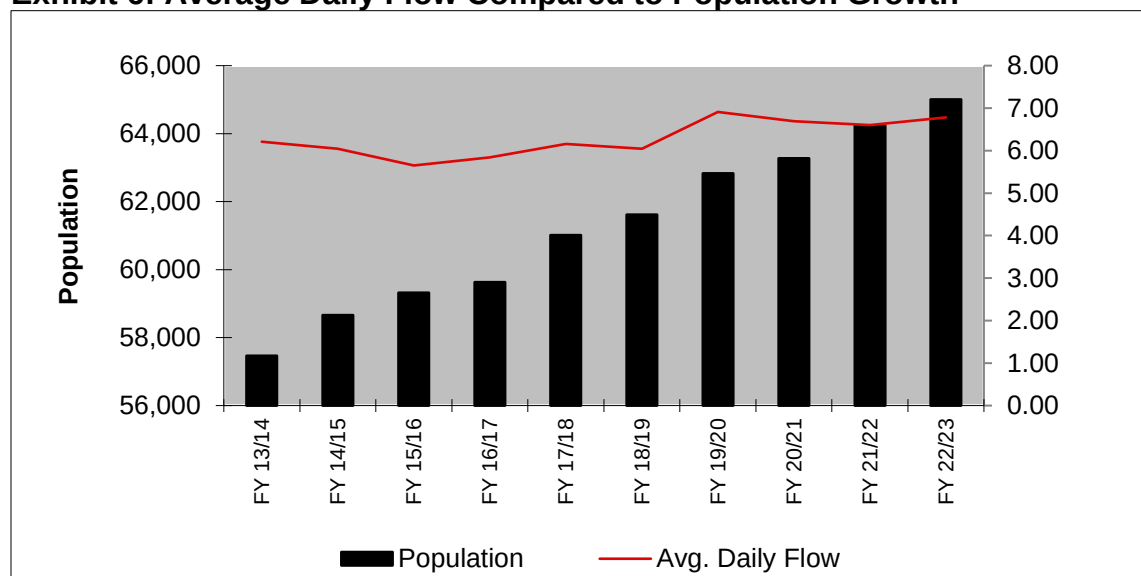
YEAR AVERAGE DAILY FLOW

FY 13/14 (actual)	6.21 MGD
FY 14/15 (actual)	6.04 MGD
FY 15/16 (actual)	5.65 MGD
FY 16/17 (actual)	5.84 MGD
FY 17/18 (actual)	6.16 MGD
FY 18/19 (actual)	6.04 MGD
FY 19/20 (actual)	6.91 MGD
FY 20/21 (actual)	6.69 MGD
FY 21/22 (actual)	6.60 MGD
FY 22/23 (actual)	6.78 MGD*
2025 (projected)	6.80 MGD
2030 (projected)	7.30 MGD
2035 (projected)	7.70 MGD
2040 (projected)	8.10 MGD
2045 (projected)	8.50 MGD

*Average Daily Flow pending final verification by DEP.

Source: Port Orange Public Utilities Department, October 2023 and DEP Waste Treatment Plant Permit Application.

Exhibit 6: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, October 2023. DEP Waste Treatment Plant Permit Application.

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

It is possible to determine the per capita demand for sanitary sewer generated by reserved and vested development, given the generation rate, the future population, and the non-residential building square footage involved. According to Exhibit 1 on Page 6, the vested and reserved capacity includes the volume needed for 1,102 residential units and 1,336,468 SF of non-residential space. Given a per capita generation rate of 160 gallons per day per ELU for residential and 1/10 gallon per square foot of gross building area for non-residential development, the vested and reserved development could increase the

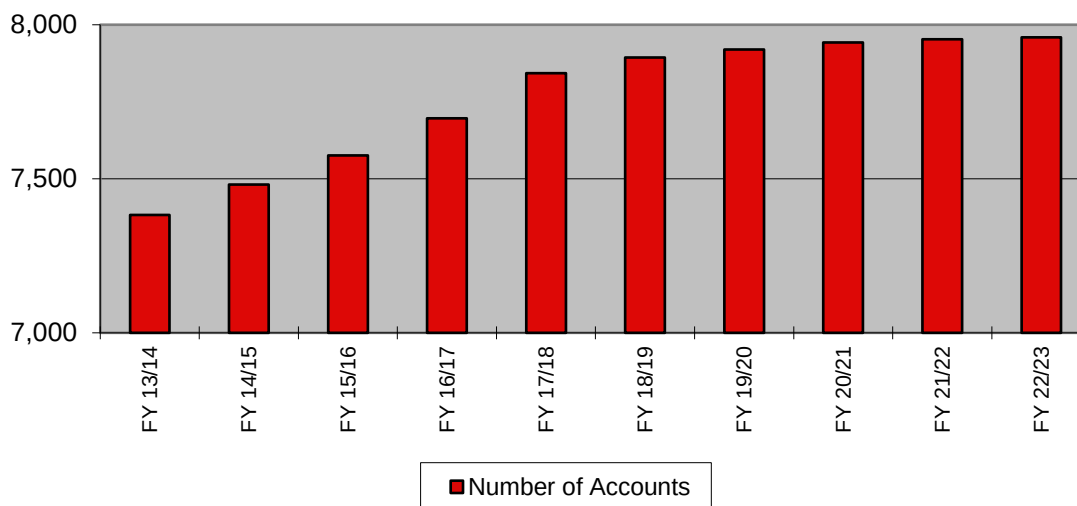
total demand by 309,967 gallons per day (0.31 MGD). According to Exhibit 5, sufficient capacity exists for the development with vested and reserved capacity (Exhibit 1, page 6). Further demand may also be generated by growth within the service area outside of the city limits and will be analyzed with each concurrency review and annually through this report.

Reclaimed Water:

Reclaimed water is derived from wastewater that has been collected and treated and is safe to be placed back into the environment. Previously, reclaimed water was discharged into the Halifax River; however, in the early 1990's, the city began to distribute reclaimed water to residents and businesses for irrigation. Therefore, the use of reclaimed water for irrigation reduces the amount of treated wastewater discharged into the Halifax River and reduces the amount of potable water used for irrigation.

The number of metered reclaimed water accounts within the city has continued to increase over the years, with the present total number of reclaimed water accounts at 7,959 (see Exhibit 7).

Exhibit 7: Number of Reclaimed Accounts



Source: City of Port Orange Finance Department, October 2023

The continued increase in reclaimed demand is due to the following factors:

- The city requirement that developers install service connections and connect to reclaimed water lines, where available.
- Potable water irrigation meters are no longer issued, except where no other source, such as a private well or stormwater pond, is available.

Public or Private Improvements to the System during the Past Fiscal Year (FY 22/23) and Impacts on Capacity and LOS:

Replacement of the lift station near Atlantic High School in conjunction with the Eden Apartments development.

Proposed Public or Private Improvements to the System in the Current Fiscal Year (FY 23/24) and its Impact on Capacity and LOS:

Lift Station Capacity Projects:

The following projects are for the continuation of capacity to maintain the current level of service for the City's sewer system:

- Replacement of the Master Lift Station at Herbert Street and Nova Road is anticipated to be complete in early 2024.
- Design for rehabilitation and improvements to the Williamson Regional Lift Station, Lowe's Lift Station and the Sugar Forest Lift Station will begin in 2024.

On-going maintenance projects that allow for LOS to be maintained:

Sewer System Rehabilitation: Reduce inflow and infiltration (I&I) by cleaning, videoing, and curing in place lining of various gravity sewer lines identified in a previous I&I study. Cured In-Place Pipe lining is a trenchless rehabilitation method used to repair existing pipelines that reduces time and restoration costs. This program is on-going through FY 23/24.

Water Reclamation Facility (WRF):

- East Master Lift Station Rehabilitation – Replace existing pumps and piping and upgrades to the electrical and controls. The project is currently under construction and scheduled for completion in late FY24.

Lift Stations/Transmission System: Convert the mechanical equipment for lift stations from the surface mounted pump systems to submersible pumps at the following locations:

- Townhomes West - Design complete and will go out for bid November 2023.

Potable Water

The Port Orange water utility currently serves the following areas: City of Port Orange, City of Daytona Beach Shores (south of Thames Avenue), Town of Ponce Inlet, Wilbur-By-The-Sea (unincorporated area), and other non-designated unincorporated areas adjacent to the city.

Adopted Level-of-Service Standard:

- (1) Consumption :
 - Residential is 180 gallons per day per ELU
 - Commercial, industrial, or institutional development is 1/10 gallon per sq. ft. per day
- (2) System Minimum Pressure: 20 pounds per square inch during fire flow
- (3) Storage Provided: 50% of peak daily flow
- (4) Well Capacity: Peak daily flow with two wells out of service
- (5) Norm. Operating Pressure: 60-70 pounds per square inch (psi)
- (6) Water Plant Capacity: Adequate for peak daily; three-year lead-time for planned expansion
- (7) High Service Pumping: Peak hour with largest pump out of service
- (8) Water Quality: Meet State/Federal drinking water standards

Design Capacity of Potable Water Treatment Facilities, Consumptive Use Permit, and Existing LOS:

The Garnsey Water Treatment Plant provides the city with a water quality supply that meets all applicable State and Federal standards. The plant was constructed in 1981 and has undergone two upgrades since that time. The plant currently has a capacity of 15.0 MGD and consists of four high-service fixed-speed pumps and two variable-speed pumps that provide adequate water supply to all portions of the service area.

There are two concurrency measures related to potable water: plant capacity and water supply capacity. Regarding plant capacity, there are presently 29,568 potable water connections, equivalent to 43,219 ELUs (Equivalent Living Unit). Based on an LOS standard of 180 gallons per ELU, the capacity currently committed is 7.80 MGD. Therefore, the Water Treatment Plant capacity is sufficient (15.0 MGD) to serve the current number of ELUs at current peak flow rates (see Exhibit 8).

Exhibit 8: Remaining Capacity at the Garnsey Water Treatment Plant

	MGD*	ELU**
Maximum Plant Capacity	15.00	83,333
Committed Capacity	7.80	43,219
Remaining Capacity	7.20	40,114

*MGD- Million Gallons Per Day

**ELU - The water usage equivalent to one single-family dwelling.

Source: Port Orange Public Utilities Department, November 2023

The second measure is water supply capacity. While the city has the technical capability to pump up to 15 million gallons per day from its wells, the 2023 Consumptive Use Permit (CUP) issued by the St. John's River Water Management District limits how much water

the City can actually pump out of the ground. The current CUP is a 20-year permit that was issued in 2023 and will expire in 2043. With the new CUP, there is no longer a maximum permitted peak day withdrawal, only an annual average. The CUP permits an annual average and average daily groundwater withdrawal of 7.33 MGD through 2043.

Exhibit 9 shows the actual average daily flow and permitted average daily flow in 2023 and the proposed permitted average daily flow allowed by the CUP in 2024. Based on this measure, the city is below the maximum water withdrawal allowed by the CUP.

Exhibit 9: Permitted and Actual Average Daily Flow

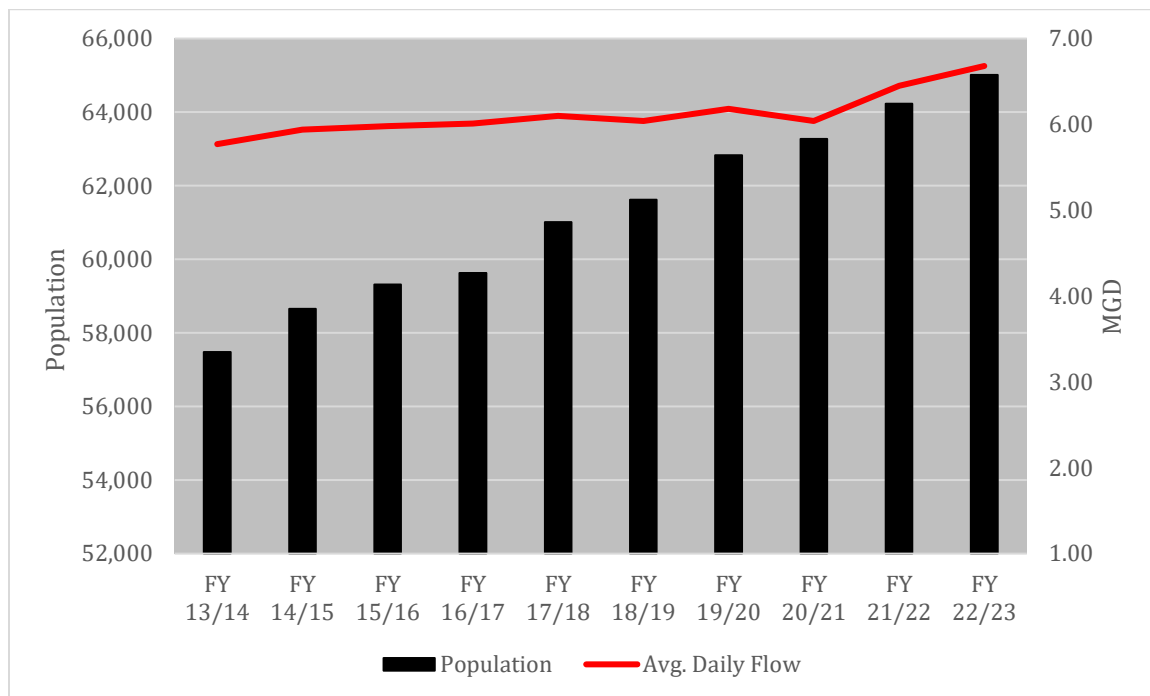
	2023	2024
Permitted Average Daily Flow	8.97 MGD	7.33 MGD
Actual Average Daily Flow	6.68 MGD	N/A

MGD- Million Gallons per Day

Source: Port Orange Public Utilities Department, November 2023

As indicated in the graph in Exhibit 10, the average daily flow has remained generally constant relative to the increase in the city's population.

Exhibit 10: Average Daily Flow Compared to Population Growth



Source: Port Orange Public Utilities Department, November 2023

Existing Potable Water Storage Capabilities:

During times of peak flow, portions of the service area, primarily on the barrier island, are subject to greatly increased water demands. Demand requirements are met by ground

storage tanks located at the north and south ends of Peninsula Avenue. When demand subsides, water is no longer pumped from the storage tanks, and they are refilled to normal operating levels. This allows the peak flow requirements to be met efficiently, so that demand at the treatment plant remains constant. The adopted LOS standard for water storage is 50% of average daily flow. With an average daily flow of 6.68 MGD in 2023, the LOS standard water storage volume would be 3.34 MGD. Present potable water storage facilities for the Port Orange system can accommodate 5.5 million gallons. Therefore, the city has sufficient surplus storage capacity to support new development.

Existing Minimum Water Pressure:

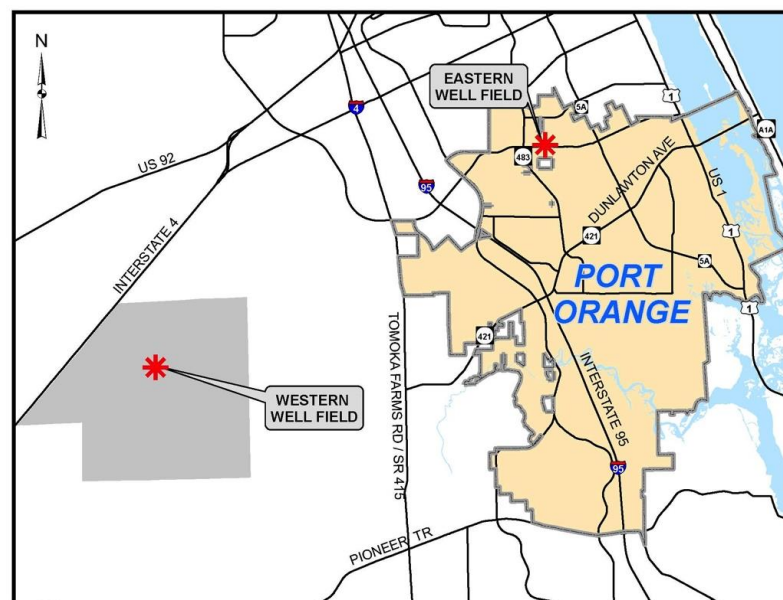
The existing water pressure fluctuates from an absolute low of 40 pounds per square inch (psi) (non-fire flow) to a high of 70 psi with the normal operating pressure being between 60 and 70 psi. The system's minimum pressure during fire flow³ is presently 20 psi, which also meets the city's adopted LOS standards. Therefore, the water pressure meets the adopted LOS.

Existing Well Capacities:

The city has two well fields; The Central Recharge Well Field and the Eastern Well Field, with a cumulative water production capacity of approximately 11.5 MGD (see Exhibit 11):

- The Central Recharge Well Field (Western Well Field) is located west of the city, south of I-4 and is the primary source of the city's potable water supply (approximately 87%). This well field contains 27 wells.
- The Eastern City Well Field is located off Clyde Morris Boulevard and contains 13 fully functioning secondary wells. These wells supply approximately 13% of the total flow.

Exhibit 11: Location Map of the City's Well Field Sites



³ Fire flow is the quantity of water measured in gallons per minute (gpm) that is needed to extinguish a fire involving a particular building, block, area or material.

Exhibit 12 shows the number of wells needed to supply the raw water peak daily flow demand in 2023. The number of wells required includes an allowance for two wells out of service, which is within the adopted LOS standard.

Exhibit 12: Raw Water Supply Wells Required for the Port Orange Service Area

Year	Peak Day Demand*	Number of Wells Required**	Wells Available	Excess (+) or Deficiency
2023	10.0 MGD	21	40	19

*Conservative estimate of peak day demand

** Average output for each well is 0.527 MGD

Source: Port Orange Public Utilities Department, November 2023

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

According to Exhibit 1, the vested and reserved capacity includes the volume needed for 1,102 residential units and 1,336,468 square feet of non-residential space. Given a consumption rate of 180 gallons per day per ELU and 1/10 gallon per square foot of gross building area for non-residential development, the vested and reserved development could increase the total demand by 332,006 gallons per day (0.33 MGD). Therefore, sufficient capacity exists for the vested development indicated in Exhibit 1. In addition, further demand may also be generated by growth within the water service area outside of the city limits.

Proposed Public Improvements to the System in the Current Fiscal Year (FY 23/24) and its Impact on Capacity and LOS:

There are no proposed Public Improvements to the Potable Water system in FY 23/24 that impact capacity and LOS. Staff will continue to maintain the existing Potable Water Facilities and infrastructure to ensure continuity of service for the residents of the city and the service area.

STORMWATER DRAINAGE

For the purpose of stormwater management, the city is divided into 13 drainage basins, with each basin divided into a number of sub-basins. The city has utilized both structural and non-structural elements to accomplish the objective of controlling the volume, rate of flow, and pollutant load of post-development runoff. Retention and detention basins are structural elements designed to remove pollutants, attenuate post-development discharge in well-drained areas, and encourage percolation and retention of discharge volume. The city is also implementing non-structural methods of flood-damage mitigation, such as increased regulation of development in flood-prone areas through participation in the National Flood Insurance Program (NFIP) Community Rating System (CRS).

Within Port Orange there are currently 569 stormwater ponds and only nine (9) of those ponds have the capability to be lowered either by pump or gates.

- 135 stormwater ponds are city-maintained
- 416 stormwater ponds are privately maintained ponds
- 9 stormwater ponds are county-maintained
- 9 stormwater ponds are FDOT-maintained

The City maintains approximately 26 miles of open ditch, 6.5 miles of major canals, 135 miles of stormwater pipe, and 4,500 drainage structures throughout the City.

Adopted Level-of-Service Standard (Quantity):

The city's adopted level-of-service (LOS) standard for stormwater management is the 25-year, 24-hour storm event. The city adopted this LOS standard in the late 1990's. Since the late 1970's, all drainage facilities must be able to detain the runoff from the 25-year, 24-hour storm without causing flooding or increasing the 25-year, 24-hour discharge rate to the receiving water bodies. Additionally, the city requires that the post-development 100-yr, 24-hour storm event peak discharge from a given piece of property does not exceed the 100-yr, 24-hour pre-development peak flow.

Adopted Level-of-Service Standard (Quality):

The city's adopted level-of-service (LOS) standard for stormwater management also includes the reduction of pollutants to a level compatible with State standards. On October 1, 2013, a Statewide Stormwater Rule went into effect which requires the removal of 80% of the dissolved contaminant Nitrogen and 95% of the dissolved contaminant Phosphorous from the first 1.25 to 1.75 inches of runoff.

Existing Level-of-Service:

The city's Land Development Code provides minimum standards for stormwater management to control runoff, preserve critical water resources, facilitate recharge of the aquifer, and prevent erosion and flooding. This is accomplished through the development review process for new developments to ensure they meet or exceed the minimum LOS standard, responding to citizen complaints, and coordinating with other jurisdictions to identify areas in need of improvements within the Port Orange system.

After a development is approved and built, the on-going maintenance of private stormwater drainage systems is the responsibility of the homeowners or property owners association. The on-going maintenance of these private stormwater drainage systems is regulated by St. Johns Water Management District (SJRWMD).

An assessment of the city's stormwater drainage system is needed to provide the necessary data to examine and create prioritized improvement and maintenance programs to enhance the function of the full stormwater system, including those areas developed prior to the adoption of the stormwater regulations.

There have been ongoing proactive maintenance activities, such as ditch clearing and pipe replacement; however, replacement of deteriorated stormwater drainage pipes has been reactive to failures.

Public or Private Improvements to the System during the Past Fiscal Year (22/23) and Impacts on Capacity and LOS:

On-going Maintenance: Staff continued to perform ongoing maintenance of the drainage system including street sweeping, removal of sediment from inlets and pipes, ditch maintenance (including mowing, large plant removal, cleaning, dredging sediment, restoration and seeding), emergency pipe replacement of aging and failed pipes, and erosion repairs.

Cured In-Place Pipe Lining: Cured In-Place Pipe lining is a trenchless rehabilitation method used to repair existing pipelines that reduces time and restoration costs. Staff performed approximately 1,900 linear feet of Cured In-Place Pipe lining throughout the city.

Proposed Public Improvements to the System in the Current Fiscal Year (FY 23/24) and Impacts on Capacity and LOS:

On-going Maintenance: Staff will continue to monitor the drainage system which will include street sweeping, removal of sediment from inlets and pipes, ditch restoration and maintenance, emergency pipe replacement, and erosion repairs. The following areas are scheduled for be improved in FY 23/24:

- Jackson Street and Oak Street Drainage Improvements: Install pipe in the open ditch on the west side of Jackson Street from Oak Street to Canal View Boulevard and the open ditch on south side of Oak Street from Jackson Street to Dunlawton Avenue. Construction is expected to begin in early winter 2024.
- Boggs Ford Road Drainage Improvements: Improve the roadway drainage along Boggs Ford Rd. for 500 feet south of Taylor Rd. by replacing undersized inlets and culvert pipes. Construction anticipated to be completed in Spring 2024.
- Design for improvements to the Cambridge Stormwater Pump Station will begin in early 2024.
- A feasibility study for the Nova Canal Regional Pump Station will begin in 2024.

City's Stormwater Master Plan Update: The city-wide Stormwater Master Plan Update project began in August 2023 and is expected to be completed by June 2025. This is necessary to ensure that level-of-service standards for stormwater drainage are maintained.

Other Stormwater Programs:

National Pollutant Discharge Elimination System (NPDES): The city is currently in the first year of the five-year permit cycle of the municipal separate storm sewer system (MS4) NPDES stormwater permit. A municipal separate storm sewer system (MS4) is a publicly owned conveyance or system of conveyances (i.e., ditches, curbs, catch basins, underground pipes, etc.) designed or used for collecting or conveying stormwater and that discharges to surface waters of the state.

Total Maximum Daily Loads (TMDL) program: This program is part of the statewide Watershed Management Program (WMP) administered by the Florida Department of Environmental Protection (FDEP). The program is based on a five-phase cycle that rotates through Florida's basins. The five phases are: Initial Basin Assessment, Coordinated Monitoring, Data Analysis and TMDL Development, Basin Management Plan Development, and Implementation of Basin Management Plan.

As part of its NPDES permit, the city is to develop a schedule of specific activities to address the State adopted and EPA approved TMDL for review and approval by FDEP. The TMDL to be reduced are fecal coliform, nutrients, and dissolved oxygen in Spruce Creek, the B-19 Canal, and Nova Canal. Coordination with watershed contributors Volusia County, New Smyrna Beach and Ponce Inlet is required. A study to determine the pollutant sources and sampling point locations is required prior to development of the Basin Managements Plan. The study to determine the City's pollutant loading contribution to Spruce Creek will begin in January 2024 and anticipated to be complete in summer 2024.

National Flood Insurance Program (NFIP) and Community Rating System (CRS): The city is one of 468 communities in the state of Florida and one of 22,000 communities nationwide that participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS). This program provides incentives for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding. The incentives are in the form of flood insurance premium discounts. FEMA recognizes Port Orange as a Class 5 CRS Community. With this designation, all property owners with flood insurance qualify to receive a 25% discount on their annual FEMA flood insurance policy premium.

In addition, the city participates in Volusia County's Multi-Jurisdictional Local Mitigation Strategy (LMS) for flood control. The LMS provides a mitigation action plan that identifies areas within the city that have drainage issues that would benefit from engineered improvements. The LMS mitigation action plan includes application to FEMA for acquisition, reconstruction, and elevation of homes in Port Orange that were flooded in 2022 and required mitigation. No infrastructure projects are on the LMS mitigation action plan at this time.

SOLID WASTE DISPOSAL

Adopted Level-of-Service (LOS) Standard:

The city's collection standard is 1,350 residential units per curbside collection crew, per day, and a solid waste weight standard of 3.21 lbs. per capita, per day for residential, and 10 lbs. per 1,000 square feet per day for non-residential development. 2,545 residential units were serviced per crew, per day in FY 22/23, which meets the collection standard.

The amount of solid waste generated by individuals is not something that the city can directly control; however, the city can promote recycling programs to inform residents about the benefits of reducing the amount of waste generated. There is no concurrency review for trash collection; however, the city's ability to collect and dispose of this waste is subject to concurrency review. As long as the city has sufficient financial resources to pay for private waste collection and room is available at the landfill, the city will have fulfilled its obligation to ensure that its waste is collected and disposed, regardless of the LOS standard.

Design Capacity of Solid Waste Disposal Facilities and Existing LOS:

The City of Port Orange is currently in a five-year contract (2021-2026) with Waste Pro to provide household solid waste, recycling, and yard waste collection services. The contract provides residents with five weekly pick-ups: two for garbage, two for yard waste and large items, and one for recyclables. The residential and commercial solid waste collected is transported to the Volusia County Tomoka Farms Road Landfill. The capacity at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050. The waste collection numbers for residential and commercial customers are shown in Exhibit 13. The 3.34 pounds per capita, of solid waste generated daily by each Port Orange resident during FY 22/23 is above the solid waste LOS standard of 3.21 pounds.

Exhibit 13: Residential and Commercial Waste Generation Figures (FY 22/23)

	Residential	Commercial ⁴	Residential and Commercial
Solid Waste	2.26 lb. per capita, per day	1.08 lb. per capita, per day	3.34 lb. per capita, per day
Recycled Items	0.11 lb. per capita, per day	0.05 lb. per capita, per day	0.16 lb. per capita, per day
Yard Waste	0.62 lb. per capita, per day	0.30 lb. per capita, per day	0.92 lb. per capita, per day
Total	2.99 lb. per capita, per day	1.43 lb. per capita, per day	4.42 lb. per capita, per day

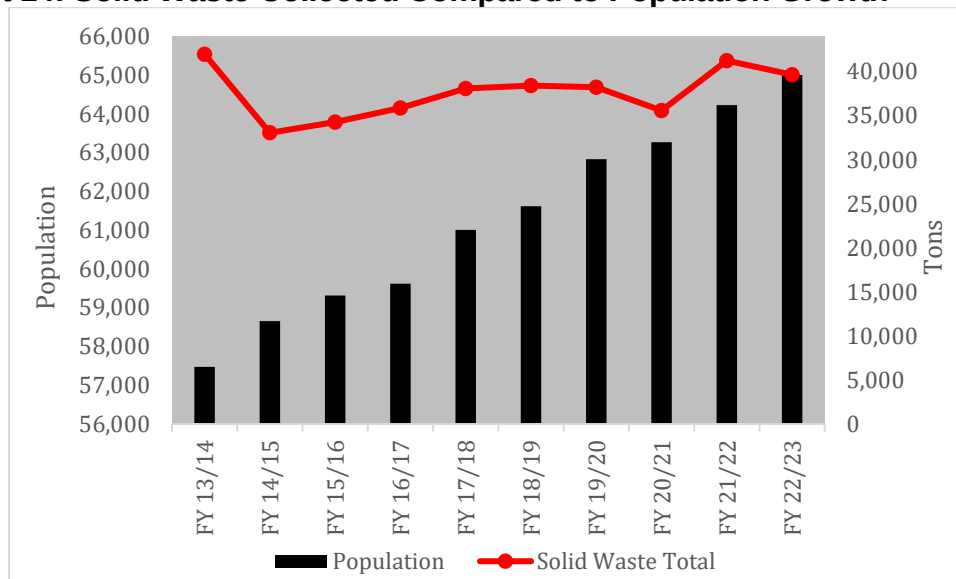
Source: Public Works Department, City of Port Orange, October 2023

There was an overall decrease in the total amount of residential and commercial waste generation back to pre-2022 rates, with decreases in solid waste and yard waste and an increase in recycling. The increase in solid waste in the previous year was likely due to clean-up of household debris after the Fall 2023 hurricanes. The amount of solid waste generation has generally increased with the increase in population. The city will need to continue to

⁴ The amount of commercial recyclable items and yard waste was determined by interpolating the proportion of residential recyclable items and yard waste to the total amount of residential waste disposed.

monitor the amount of solid waste generated and explore options to encourage waste reduction and expand recycling programs.

Exhibit 14: Solid Waste Collected Compared to Population Growth



Source: Public Works Department, City of Port Orange, October 2023

Capacities Reserved for Approved but Unbuilt Development and its Impact on Capacity and LOS:

The capacity reservations for vested and approved development identified in Exhibit 1 represent approximately 2,634 additional people and 1,336,438 square feet of non-residential development. When all residential and commercial projects noted in Exhibit 1 are built, the amount of waste is estimated to increase by approximately 3,982 tons per year. The capacity at the landfill is projected to be sufficient to accommodate waste from Volusia County until the year 2050.

Changes to Solid Waste Collection in the Current Fiscal Year (FY 23/24) and its Impact on Capacity and LOS:

There are no anticipated changes to solid waste collection in the current fiscal year.

RECREATION AND OPEN SPACE

During FY 22/23, the following project or improvement was completed to existing parks facilities that increased the capacity of the recreational facility system:

- The REC: Renovation of the existing gymnasium building into a Recreation, Education, and Cultural (REC) facility for the residents of Port Orange. The existing 20,000 square foot building containing three gym courts and offices was expanded by 10,000 square feet to include an indoor playground, game room, multi-purpose rooms and activity space, offices, and meeting spaces.

Exhibit 15. The Port Orange “REC” Facility



Adopted Level-of-Service Standards:

<u>FACILITY</u>	<u>UNIT OF MEASURE</u>
Parkland	7 acres per 1,000 persons
Ball Fields	1 field per 5,000 persons
Basketball Courts	1 court per 4,000 persons
Multipurpose Fields	1 field per 3,500 persons
Tennis Courts	1 court per 4,000 persons
Neighborhood Centers	1 facility per 15,000 persons

Existing Recreational Facilities and Levels of Service:

The existing acreage of parkland and the number of recreational facilities within the city are identified in the inventory in Exhibit 16 and the status of the recreational facility levels-of-service capacities are outlined in Exhibit 17.

Exhibit 16: Recreational Facility Table

Facility Name	Location	Acres	Ten./ Pick.	Bask	Bb./ Soft.	Multi.	Neigh C.
Regional Facilities							
Causeway Park	93 Dunlawton Avenue	30					
Cypress Head Golf Course	6231 Palm Vista Street	216.9					1
Riverwalk Park and Trail	3459 Ridgewood Avenue	10					1
Community Facilities							
Airport Road Park	6731 Airport Road	25	12	2		1	
Adult Activity Center	4790 Ridgewood Avenue	5.1	8			1	1
City Center Complex/REC	1000 City Center Circle	49		3	5	6	2
Coraci Park	5200 Coraci Boulevard	36			4	6	
Lakeside Comm. Center	1999 City Center Circle	2					1
Russell Property	6060 Deer Feed Trail	17					
Spruce Creek Rec. Area	5959 Spruce Creek Road	40	6	1	2	2	
Neighborhood Facilities							
Buschman Park	4575 Spruce Creek Road	27.5					
Creekside Middle School	6801 Airport Road	15		4		5	
Depot Park	415 Herbert Street	1					
Frederick Street Park	5210 Frederick Street	5					
Harbor Oaks	5937 Riverside Drive	0.2		1			
Ken Bern Park	850 Canal View Boulevard	5					
Larry Haines Park	5550 W Bayshore Drive	0.4					
Memorial Park	3801 Jackson Street	12.6					
Silver Sands Middle School	1300 Herbert Street	22.9	2	4	3	1	
Southwinds Park	1200 Richel Road	10				2	
Willow Run Park	1351 Schoolhouse Drive	10	2	6	2		
TOTALS		540.6	30	21	16	24	6

Ten./Pick. – Tennis Court

Bask. – Basketball Court

Bb./Soft. – Baseball/Softball Field

Multi. – Multipurpose Field (soccer, play, etc.)

Neigh C. – Neighborhood Center

Source: Park & Recreation Department, City of Port Orange, October 2023

Exhibit 17: Public Recreational Facilities Capacities and Level of Service (LOS)

FACILITY	AMOUNT REQUIRED FOR ADOPTED LOS*	CURRENT SUPPLY**	EXCESS (+) OR DEFICIENT (-) CAPACITY
Parkland (acres)	473.5 acres	540.6 acres	+67.1 acres
Baseball/Softball Fields	14 fields	16 fields	+2 fields
Basketball Courts	17 courts	21 courts	+4 courts
Multipurpose Fields	19 fields	24 fields	+5 fields
Tennis Courts	17 courts	30 courts	+ 13 courts
Neighborhood Centers	5 centers	6 centers	+1 centers

Notes:

* Estimated City Population = 65,008 based on the University of Florida Bureau of Economic and Business Research, and anticipated population increases (2,634) from vested and reserved development. Total population to be served = 67,642

** Refer to Exhibit 16, Recreation Facilities Inventory, for individual facility listings.

Source: Parks and Recreation Department and Community Development Department, October 2023

Capacities Reserved for Approved but Unbuilt Development and Its Impact on Capacity and LOS:

According to the University of Florida Bureau of Economic and Business Research (BEBR), the 2023 estimated city population is 65,008. Anticipated population increases from vested and reserved residential development is approximately 2,634, which equals a total population to be served of 67,642. As indicated in Exhibit 17, the city is not deficient in any of the recreational facility categories for the current population or additional population from vested and reserved development.

Previously, in the State of Florida, recreation concurrency was mandated statewide, requiring the establishment and maintenance of level(s) of service related to recreation to guide development and evaluate project and community needs. Since the City's last major Comprehensive Plan update in 2010, statutory changes removed the statewide mandatory concurrency requirement for recreation facilities (Florida Statutes 163.3180).

As part of an update to the city's Comprehensive Plan in 2024, staff will be recommending the LOS standard for Parks and Recreation be for only parkland acreage, at a ratio of 1 acre per 1,000 people. The change to the LOS standard will allow the city flexibility to provide for various sports and be more responsive to community needs and trends as it relates to recreational facilities.

Proposed Public and Private Improvements to Recreation Facilities in the Current Fiscal Year (FY 23/24) and its Impact on Capacity and LOS:

There are no proposed Public or Private Improvements to Recreation Facilities in FY 23/24 that impact Capacity and LOS.

Staff will continue to maintain the existing Public Recreational Facilities to ensure all facilities are available to residents of Port Orange.

SCHOOLS

Adopted Level-of-Service Standard:

The uniform, district-wide LOS standards are as follows:

- Elementary: 115% of permanent FISH⁵ capacity for the concurrency service area
- K-8: 115% of permanent FISH capacity for the concurrency service area
- Middle: 115% of permanent FISH capacity for the concurrency service area
- High: 120% of permanent FISH capacity for the concurrency service area
- Special Purpose Schools: 100% of permanent FISH capacity for each school

Public or Private Improvements to the System during the Past Fiscal Year and Its Impact on Capacity and LOS:

The school district did not have any capital (capacity-related) projects scheduled in last year's five-year work plan (SY 2022/23 – 2026/27) for schools located in Port Orange. Last year's five-year work plan included dollars programmed for several renovations at various schools throughout the district, master plans for various schools, and ten classroom additions.

Existing Facilities:

Exhibit 18 details existing public-school facilities operated by the Volusia County School Board within the City's municipal boundaries. For elementary and middle schools, the Concurrency Service Areas (CSAs) are the respective school attendance boundaries. High schools are grouped into five larger CSAs that reflect student movement between schools at this level.

The high schools located in Port Orange are part of the Halifax Planning Area CSA. All of the high schools in this CSA are shown since the LOS standard is applied to the entire CSA as a whole. The adopted LOS for the Halifax Planning Area CSA is 120%. This year Spruce Creek High School is at 131% permanent FISH capacity; however, the Halifax Planning Area CSA for high schools is below the adopted LOS of 120% with an average utilization of 114.6%. The School District anticipates the utilization to continue to balance out some across the Halifax Planning Area High Schools with the addition of academy programs that have opened at some of the other High Schools.

The elementary schools and middle schools within Port Orange currently meet the LOS standards (115% of permanent FISH capacity) except for Horizon Elementary which is at 118% this year.

In previous years, the school district calculated utilization based on a school's permanent capacity as reported in the Florida Inventory of School Houses and capacity reserved for specific academic programs such as I.B., gifted, and academic academy was not part of the level of service (LOS) assessments, despite being part of the criteria for LOS standards. For the 2023/24 school year, the school district has returned to including capacity reserved for specific academic programs along with permanent capacity to show a more accurate LOS.

⁵ **FISH – Florida Inventory of School Houses.** An official inventory report of all district-owned facilities.

Therefore, Cypress Creek, Horizon, and Port Orange elementary schools, and Spruce Creek High School are projected to be at or above the LOS standards. The school district has proposed a series of attendance boundary changes for the upcoming 2024-25 school year to relieve schools that are over-utilized and to maximize capacity at schools that are under-utilized.

Student Enrollment Trends

According to the Volusia County School District, the overall enrollment in all Volusia County schools has recovered to pre-pandemic levels. In the current 2023-24 school year, enrollment counts dropped slightly but are projected to slightly increase over the next several school years. The growth for Volusia County in school year 2024-25 is expected to reach more than 64,000 students and is anticipated to rise to more than 64,500 by the school year 2027-28.

Based on the latest projections available for Port Orange area schools from the Volusia County School District, the elementary, middle, and high schools are anticipated to experience a slight increase in enrollment over the next several school years.

Proposed Public and Private Improvements to School Facilities in the Current Fiscal Year (FY 23/24) and its Impact on Capacity and LOS:

There are no planned capacity projects in the current fiscal year for schools in Port Orange.

Exhibit 18: PORT ORANGE PUBLIC SCHOOL ENROLLEMENT & CAPACITY SUMMARY REPORT

	Prior Year			Current Year					Projected				
	2022/2023			2023/2024					2024*2025				
School	Enroll*	Cap**	Util****	Enroll*	Cap***	Util***	Reserve	Util w/ Res*****	Enroll*	Cap***	Util***	Reserve	Util w/ Res*****
Elementary (LOS = 115%)													
Cypress Creek	818	754	108%	794	712	112%	33	116.2%	788	712	111%	33	115.3%
Horizon	779	725	107%	739	627	118%	0	117.9%	778	627	124%	0	124.1%
Port Orange	366	344	106%	370	322	115%	3	115.8%	371	322	115%	3	116.1%
Spruce Creek	783	827	95%	780	731	107%	0	106.7%	833	731	114%	0	114.0%
Sugar Mill	616	623	99%	564	547	103%	49	112.1%	637	547	116%	49	125.4%
Sweetwater	699	725	96%	663	653	102%	0	101.5%	699	653	107%	0	107.0%
Total	4061	3998		3910	3592		85		4106	3592		85	
Middle (LOS = 115%)													
Creekside	1232	1182	105%	1161	1124	103%	19	105.0%	1239	1124	110%	19	111.9%
Silver Sands	1171	1131	104%	1096	1055	104%	41	107.8%	1056	1055	100%	41	104.0%
Total	2409	2313		2257	2179		60		2295	2179		60	
High (LOS = 120% for the overall Halifax Planning Area CSA)													
Atlantic	1275	1389	92%	1249	1221	102%	52	106.6%	1267	1221	104%	52	108%
Mainland	1866	2359	79%	1919	2257	85%	448	104.9%	2123	2257	94%	448	113.9%
Seabreeze	1679	1749	96%	1720	1677	103%	189	113.8%	1644	1677	98%	189	109.3%
Spruce Creek	2571	2072	124%	2591	1976	131%	37	133.0%	2562	1976	130%	37	131.5%
Total	7391	7569	97.8%	7479	7131		726	114.6%	7596	7131		726	115.7%

Notes: **Red** – over LOS standard

* Student enrollment

** Permanent FISH capacity (does not include portables)

*** Permanent Capacity with Specific Academic Programs accounted for

**** Utilization – Percentage of student enrollment to permanent student capacity

***** Utilization includes reserved capacity for proposed development

Source: Volusia County School District School Capacity Report, November 2023

IV. SUMMARY AND CONCLUSIONS

The data indicates all public facilities and services subject to concurrency review are at sufficient levels for FY 23/24. As new development and redevelopment occurs, the level of service will need to be addressed, along with the monitoring of all city facilities and services to ensure capacity is available.

Traffic volumes within the city have slightly increased on some segments and decreased on other segments over the past year. As the city continues to develop, roads on the west side of I-95 will likely experience the most traffic growth in the future. The capacity on Williamson Boulevard (north city limit to Town West Boulevard) will need to be monitored as segments of this road are near or above its LOS standards. Staff will need to continue to monitor roadways such as Dunlawton Avenue, Nova Road, Clyde Morris Boulevard, Taylor Road, and Madeline Avenue to maintain or improve roadway traffic. Roadway improvements are planned for the next several years to keep pace with anticipated development specifically along Dunlawton Avenue, Clyde Morris Boulevard, and Williamson Boulevard.

Sanitary sewer and potable water system capacity exists to support additional growth within the city. The city's 2023 Consumptive Use Permit (CUP) limits how much water can actually be withdrawn from the aquifer. As new development and redevelopment occurs, the level of service for potable water will be monitored to ensure that permitted capacity as provided for in the city's CUP is not surpassed.

The stormwater LOS requirement is being met for all drainage facilities constructed after the 1990's (when the city's stormwater regulations were adopted) with respect to being able to treat the runoff from the 25-year, 24-hour storm without causing flooding or polluting the receiving water bodies. The city continues to identify long-term solutions and implement drainage improvement and maintenance programs to enhance the function of the stormwater system including those areas developed prior to the adoption of the stormwater regulations.

Solid waste generation rates are above the adopted LOS standard. There is no concurrency review for trash collection; however, the city's ability to collect and dispose of this waste is subject to concurrency review. As long as the city has sufficient financial resources to pay for private waste collection and room is available at the landfill, the city will have fulfilled its obligation to ensure its waste is collected and disposed, regardless of the LOS standard. The amount of solid waste generated by individuals is not something the city can directly control; however, the city can promote recycling programs to inform residents and businesses about the benefits of reducing the amount of waste generated.

The adopted LOS is being met for all recreational facilities. As part of an update to the city's Comprehensive Plan in 2024, staff will be recommending the LOS standard for Parks and Recreation be for only parkland acreage. The change to the LOS standard will allow the city flexibility to provide for various sports and be more responsive to community needs and trends as it relates to recreational facilities.

This school year, the school district has returned to including capacity reserved for specific academic programs to show a more accurate LOS rates. Therefore, Cypress Creek, Horizon, and Port Orange elementary schools, and Spruce Creek High are presently projected to be near or above the LOS standards. The school district has proposed a series of attendance boundary changes for the upcoming 2024-25 school year to alleviate schools that are over-utilized and maximize capacity at schools that are under-utilized outside of Port Orange.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C11) Approval of FDOT/City of Port Orange Causeway/Down Under Lease Agreement Addendum No. 2

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life 4 - Economic Development

RECOMMENDED MOTION: Move to approve Addendum No. 2 to the Causeway Park/Down Under Lease Agreement with the Florida Department of Transportation (FDOT) and authorize the Mayor and City Clerk to execute the required documents.

SUMMARY: At their August 1, 2023, meeting, the City Council extended the Causeway Park/Down Under Lease Agreement with FDOT that allows the City to use the property located under the Dunlawton Bridge, generally known as Causeway Park area (west side of Halifax River) and the Down Under area (east side of Halifax River) until 2033. Per the lease agreement with FDOT, the City does not make any lease payments to use the property but is responsible for maintenance of the parking lot, landscaping, drainage, and enforcement of traffic and vehicle parking ordinances, statutes, and laws.

As indicated at the August 1, 2023 meeting, to extend the lease for the continued use of the entire Causeway Park/Down Under area before the lease expired on August 15, 2023, it was decided to extend the current lease for ten years (until August 15, 2033) to ensure the continued use of the Causeway Park/Down Under area and prepare an addendum in late 2023 to incorporate the Down Under Master Plan once FDOT, City Council and Port Orange Town Center CRA have accepted it. The proposed Addendum No. 2 to the Causeway Park/Down Under Lease Agreement only pertains to the Down Under area (east side of the Dunlawton Bridge) and will allow the city to make improvements to the Down Under area as outlined in the City's 2023 Down Under Master Plan. City staff, including the City Attorney's office, have worked with the Florida Department of Transportation (FDOT) on preparing Addendum No. 2 to the lease agreement to include the Down Under Master Plan.

The 2023 Down Under Master Plan identifies and prioritizes infrastructure and aesthetic improvements in the Down Under area to make it a unique destination along the Halifax River. The majority of the improvements are the land the city leases from FDOT (Down Under Master Plan Improvement Area) and include improvements to parking, drainage, aesthetics (up-lighting the bridge, murals, and landscaping), pedestrian/bike signage, fishing piers, space for special events, creating a unique gateway into the City to support current businesses and attract additional businesses (restaurants, breweries, and entertainment venues) to develop/redevelop in this area. Funding for the design

and construction of these improvements is anticipated to be a combination of City and CRA funding and grants, along with possible assistance from community partners and business owners in the Down Under area.

Over the next year, staff will seek grant funding opportunities for the parking and drainage improvements, public dock, mural, and other identified improvements. Staff will also begin to prepare Capital Improvement Projects for the FY 25 budget to establish funding for design and construction and possible amendments to the Land Development Code to encourage the development and redevelopment of private property in the area.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Lease Agreement Addendum No. 2	Lease Agreement Addendum No. 2.pdf
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Tim Burman	Created/Initiated - 11/21/2023
Tim Burman	Approved - 11/21/2023
Shannon Balmer	Approved - 11/28/2023
Wayne Clark	Approved - 12/1/2023
Tracee Cody	Final Approval - 12/1/2023

FLORIDA DEPARTMENT OF TRANSPORTATION
LEASE AGREEMENT ADDENDUM # 2

This **ADDENDUM**, 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 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 an Addendum to the Lease dated August 11, 2023 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 parties agree that paragraph 4 of the Lease requires that the **LESSEE** seek and obtain written approval prior to placing or changing any improvements or structures on the Property;

WHEREAS, the parties agree that there is a need to modify the Lease in order to incorporate any such modifications;

WHEREAS, the **LESSEE** desires to make further improvements on and to the property, conceptually described in Exhibit "B";

WHEREAS, the parties mutually agree that the improvements would enhance the aesthetic value of the property and provide additional public benefit through expanded uses;

WHEREAS, the improvements will be completed at various time intervals, contingent on available funding;

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LESSOR** approves, in concept, of the improvements that **LESSEE** will seek to complete, as described in Exhibit "B" (the "Improvements"), subject to the remaining provisions of this agreement.

- 2) Prior to construction of any element of the Improvements, the **LESSEE** shall seek final written approval from **LESSOR**. The **LESSEE** shall submit any and all necessary documentation required by the **LESSOR**, including, but not limited to, final plans, in the form of written or electronic notification. Submittals may include a single part of the Improvements or multiple parts.
- 3) The **LESSEE** shall seek and obtain any and all necessary permits or agreements required by **LESSOR** before beginning with any construction or modification of the Property.
- 4) All costs associated with the design, construction, and maintenance of any improvements to the Property shall be the sole responsibility of the **LESSEE**.
- 5) The Improvements may be constructed, subject to the foregoing provisions, at any point during the life of the Lease.
- 6) All other provisions of the Lease shall remain in full force and effect, unless otherwise amended by both parties in writing.

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

Print Name / Title

BY: _____
John Tyler, P.E.
District Five Secretary

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

Print Name / Title

Attest: _____

Print Name / Title

Legal Review:

Office of General Counsel

Print Name

SCHEDULE "A"

DESCRIPTION:

A portion of the right of way of State Road No. 421 (Dunlawton Avenue) per the Florida Department of Transportation right of way map for State Road A-1-A, Section 79180-2514, being more particularly described as follows:

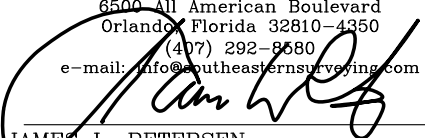
Begin at the intersection of the West right of way line of South Peninsula Drive and the Northerly right of way line of State Road No. 421 (Dunlawton Avenue) per the Florida Department of Transportation right of way map for State Road A-1-A, Section 79180-2514; thence South $11^{\circ}58'03''$ East, a distance of 156.04 feet along said West right of way line to a point on the Southerly right of way line of said State Road No. 421; thence along said Southerly right of way line the following twelve (12) courses and distances : South $62^{\circ}02'01''$ West, a distance of 764.80 feet; thence South $27^{\circ}57'59''$ East, a distance of 25.00 feet; thence South $62^{\circ}02'01''$ West, a distance of 206.48 feet; thence South $27^{\circ}56'49''$ East, a distance of 200.00 feet; thence South $62^{\circ}02'01''$ West, a distance of 801.42 feet; thence South $32^{\circ}04'05''$ West, a distance of 868.36 feet; thence North $57^{\circ}55'55''$ West, a distance of 100.00 feet; thence North $32^{\circ}04'05''$ East, a distance of 927.70 feet; thence North $27^{\circ}56'49''$ West, a distance of 34.53 feet; thence South $62^{\circ}00'57''$ West, a distance of 2592.90 feet; thence North $27^{\circ}56'49''$ West, a distance of 50.00 feet; thence South $62^{\circ}00'57''$ West, a distance of 578.07 feet; thence departing said Southerly right of way line North $27^{\circ}59'03''$ West, a distance of 200.00 feet to a point on said Northerly right of way line; thence along said Northerly right of way line the following twelve (12) courses and distances : North $62^{\circ}00'57''$ East, a distance of 578.20 feet; thence North $27^{\circ}56'49''$ West, a distance of 50.00 feet; thence North $62^{\circ}00'57''$ East, a distance of 2592.90 feet; thence North $27^{\circ}56'49''$ West, a distance of 34.53 feet; thence North $87^{\circ}57'43''$ West, a distance of

Continued on Sheet 2

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West right of way line of South Peninsula Drive per Florida Department of Transportation Right of way map for State Road A-1-A, Section 79180-2514, being South $11^{\circ}58'03''$ East, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEETS 1-3

SKETCH OF DESCRIPTION	Date: 06/29/2017 KR		Certification Number LB2108 61501001
	Job Number: 61501		Scale: 1" = 600'
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	SHEET 1 OF 3 SEE SHEET 3 FOR SKETCH		
FOR CITY OF PORT ORANGE, FLORIDA			

Description continued from Sheet 1

1177.70 feet; thence North 02°02'17" East, a distance of 100.00 feet; thence South 87°57'43" East, a distance of 1121.56 feet; thence North 62°02'01" East, a distance of 798.65 feet; thence South 27°56'49" East, a distance of 200.00 feet; thence North 62°02'01" East, a distance of 206.42 feet; thence South 27°57'59" East, a distance of 25.00 feet; thence North 62°02'01" East, a distance of 807.81 feet to the POINT OF BEGINNING.

Containing 39.89 acres, more or less.



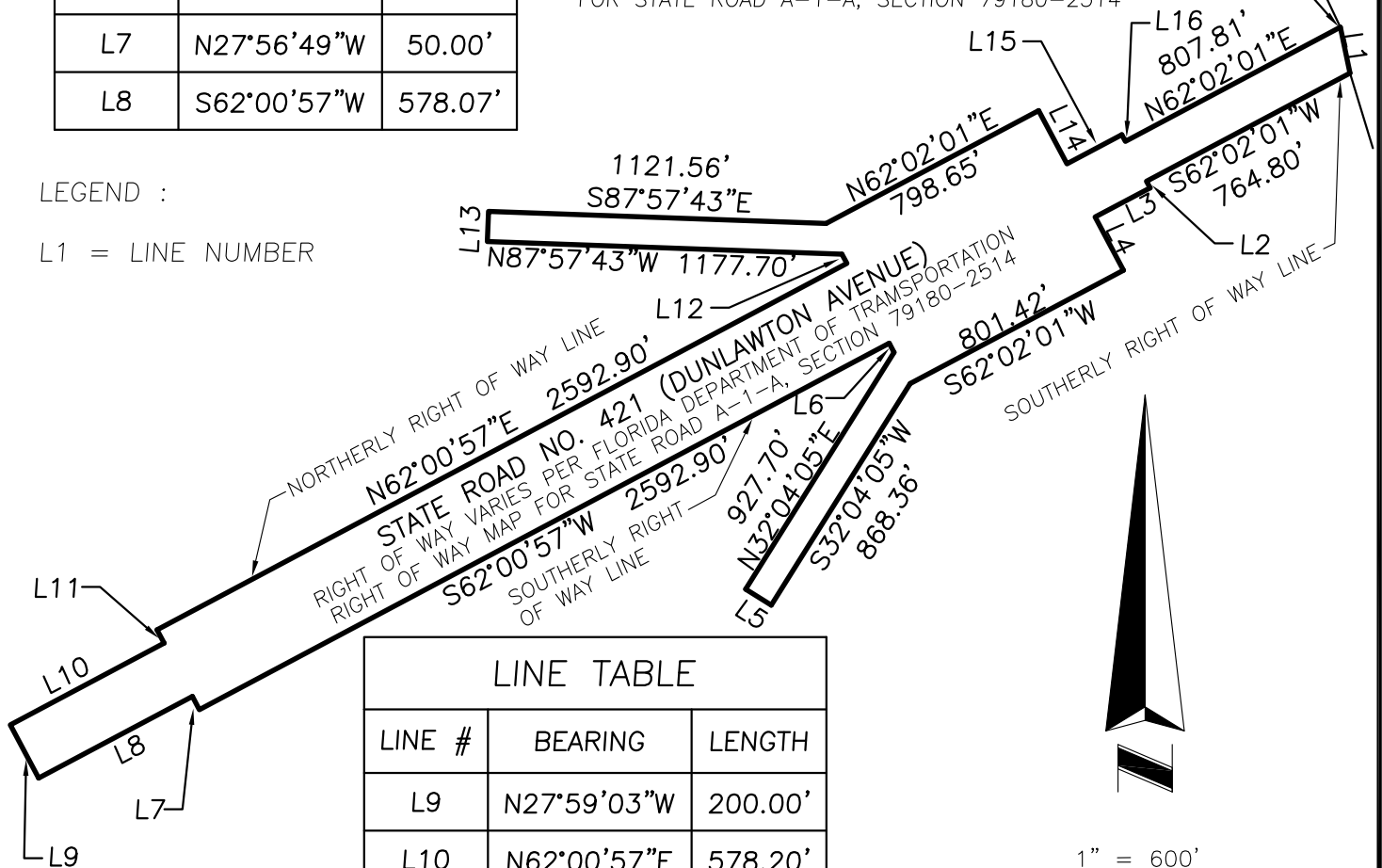
SKETCH OF DESCRIPTION

LINE TABLE

LINE #	BEARING	LENGTH
L1	S11°58'03"E	156.04'
L2	S27°57'59"E	25.00'
L3	S62°02'01"W	206.48'
L4	S27°56'49"E	200.00'
L5	N57°55'55"W	100.00'
L6	N27°56'49"W	34.53'
L7	N27°56'49"W	50.00'
L8	S62°00'57"W	578.07'

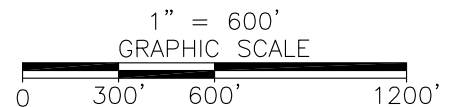
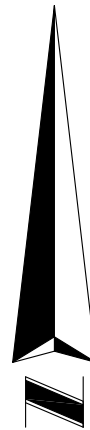
LEGEND :

L1 = LINE NUMBER



LINE TABLE

LINE #	BEARING	LENGTH
L9	N27°59'03"W	200.00'
L10	N62°00'57"E	578.20'
L11	N27°56'49"W	50.00'
L12	N27°56'49"W	34.53'
L13	N02°02'17"E	100.00'
L14	S27°56'49"E	200.00'
L15	N62°02'01"E	206.42'
L16	S27°57'59"E	25.00'



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108
e-mail: info@southeasternsurveying.com

EXHIBIT B

RESOLUTION NO. 23-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ADOPTING THE DOWN UNDER MASTER PLAN; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Port Orange, Florida, has adopted the City of Port Orange Comprehensive Plan 2010-2025 in accordance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City of Port Orange Comprehensive Plan, Future Land Use Element, Policy 5.2.3, and the Port Orange Town Center Port Orange Town Center Community Redevelopment Agency (CRA) Plan, Objective 5.2.3, both call for redevelopment, beautification of parking and pedestrian areas, improved signage, fishing piers, and creating a unique gateway into the City; and

WHEREAS, the Down Under is one of the five districts identified in the Port Orange Town Center Port Orange Town Center CRA Plan, located under the Dunlawton Avenue Bridge, west of South Peninsula Drive; and

WHEREAS, it is the desire of the community to improve the Down Under district; and

WHEREAS, City staff and business owners within the Down Under District have cooperated and worked together in the preparation and development of the Down Under Master Plan; and

WHEREAS, the main objectives of the Down Under Master Plan are to identify and improve access, parking and drainage; beautify the area; develop improved signage and waterfront access to attract residents and tourists to the district; and promote the gateway nature of the district; and

WHEREAS, the City Council desires to adopt the Down Under Master Plan;

and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Down Under Master Corridor Plan, attached hereto as **Exhibit**
“**A**”, is hereby adopted.

Section 2. This resolution shall become effective upon adoption.




MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City Clerk

Adopted on the 1st day of August, 2023.

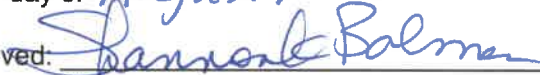
Reviewed and Approved: 
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

DOWN UNDER MASTER PLAN

5-1-23



ZEVCCOHEN
& ASSOCIATES INC

INTRODUCTION

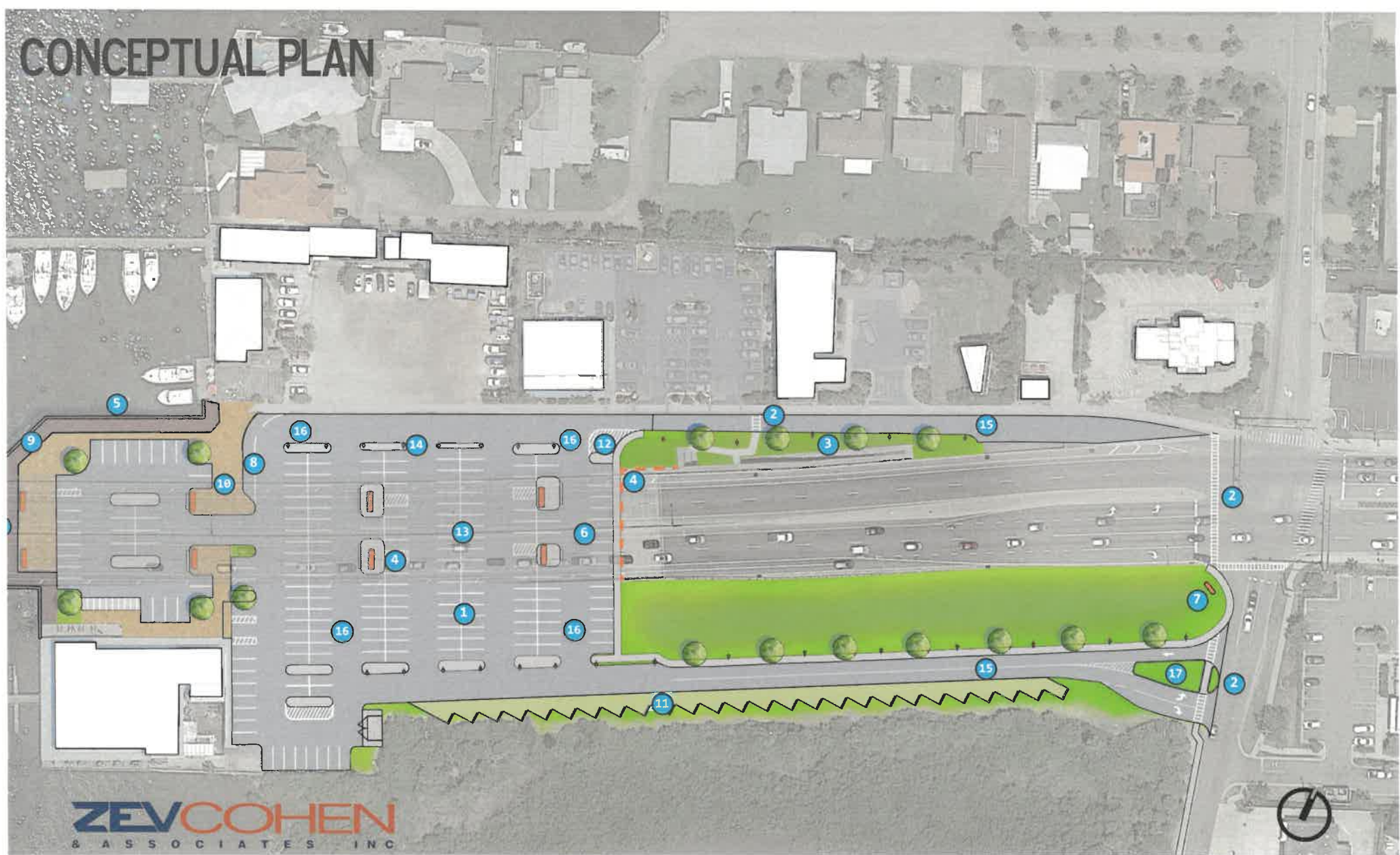
The Port Orange Town Center Community Redevelopment Plan prioritizes mixed-use development as a crucial component in creating a signature destination that showcases the city's status as a premier waterfront community. The project comprises five Special Character Districts, namely Riverwalk, Causeway, Down Under, Dunlawton Village, and Ridgewood Development, each with its own unique features and opportunities for development. These districts share a vision of revitalizing the core of Port Orange, imbuing it with historical significance, cultural richness, and public access to the waterfront. The redevelopment plan emphasizes the need to create a dynamic and lively environment that reflects the community's spirit while fostering sustainable growth. When completed, the Town Center will serve as a vibrant and active center that embodies the essence of Port Orange and its unique character.

The Down Under Revitalization project that is contemplated in the subsequent District Design guide looks to leverage the water front location and, in partnership with the businesses of the district; continue to develop a vibrant working waterfront. This unique location has developed into one of the premier entertainment destinations within the Town Center that provides residents with spectacular dining, social opportunities, and breathtaking waterfront views. The City of Port Orange, Zev Cohen & Associates, Inc., and stakeholders participated in a mini charrette in November, 2022. The ideas that were discussed during the meeting are included within the following concept plan and report.

The stakeholder meeting was preceded by the City and the Transportation Planning Organization completing a feasibility study for Peninsula Drive Sidewalk Modifications and way-finding signage for the District. The City has also completed an overall survey of the Down Under District.

We believe that this design celebrates the unique location and businesses that evolved over time to create a special destination within the city. The stakeholder input and involvement on a project of this nature creates a valuable opportunity for the City of Port Orange to participate along with the local business community in achieving the goal of revitalizing the Down Under District.

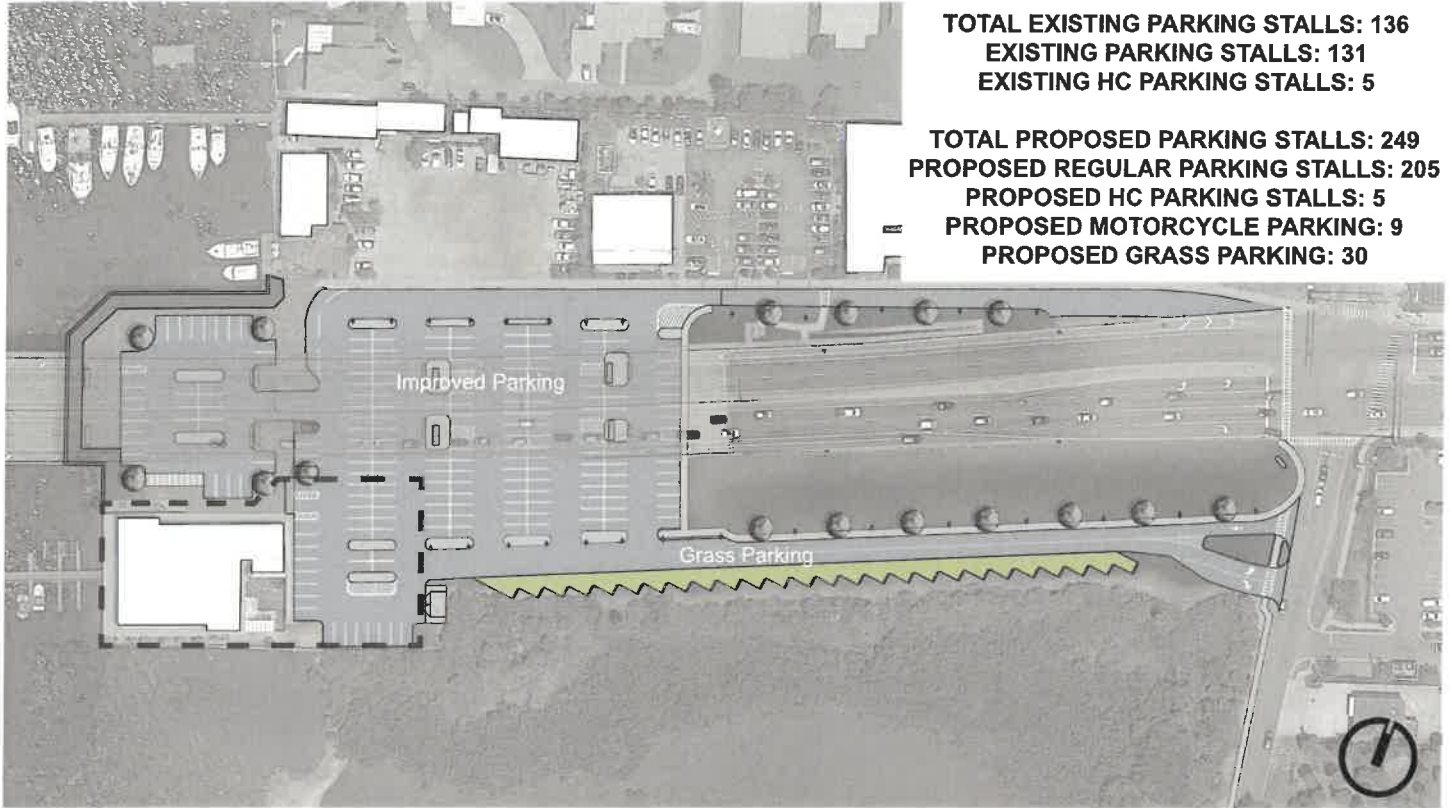
CONCEPTUAL PLAN



ZEVCCOHEN
& ASSOCIATES INC.

MAP LEGEND

- | | | |
|----------------------------------|-------------------------------------|-------------------------------------|
| 1. PARKING | 7. MULTI-TENANT GATEWAY SIGN | 13. PARKING LOT SAFETY LIGHTING |
| 2. CROSSWALK | 8. RIDESHARE/PASSENGER LOADING ZONE | 14. WIDER DRIVEWAY ACCESS |
| 3. THEME LIGHTING W/ BANNERS | 9. PIER | 15. GATEWAY FEATURE |
| 4. MURAL LOCATION W/ UP LIGHTING | 10. PEDESTRIAN PLAZA | 16. DRAINAGE IMPROVEMENTS |
| 5. WATER TAXI STOP | 11. STABILIZED GRASS PARKING | 17. TURN LANES/ENTRANCE IMPROVEMENT |
| 6. STORMWATER | 12. LOADING & FOOD DELIVERY ZONE | 18. LIVING SHORELINE STABILIZATION |



TOTAL EXISTING PARKING STALLS: 136
EXISTING PARKING STALLS: 131
EXISTING HC PARKING STALLS: 5

TOTAL PROPOSED PARKING STALLS: 249
PROPOSED REGULAR PARKING STALLS: 205
PROPOSED HC PARKING STALLS: 5
PROPOSED MOTORCYCLE PARKING: 9
PROPOSED GRASS PARKING: 30

PARKING (#1 AND #11)

The proposed redesign of public parking in the Down Under District, which currently exists through a shared parking agreement for all the businesses, aims to standardize parking spaces and drive aisles, thereby improving patron experience and creating a safer pedestrian environment. The design eliminates dead ends and provides a streamlined approach to businesses on the periphery of the lot. Additionally, the proposal seeks to create a unified design language for the grass parking spaces through the application of curb stops and the potential addition of a nautical rope barricade.

Demarcating parking spaces with curb stops creates a visual representation of the standard space, improving the overall aesthetic and organization of the lot. The nautical rope fence option further delineates parking spaces while providing protection for the nearby mangrove habitat. This habitat plays a critical role in mitigating storm

impacts on the Down Under District and neighboring communities.

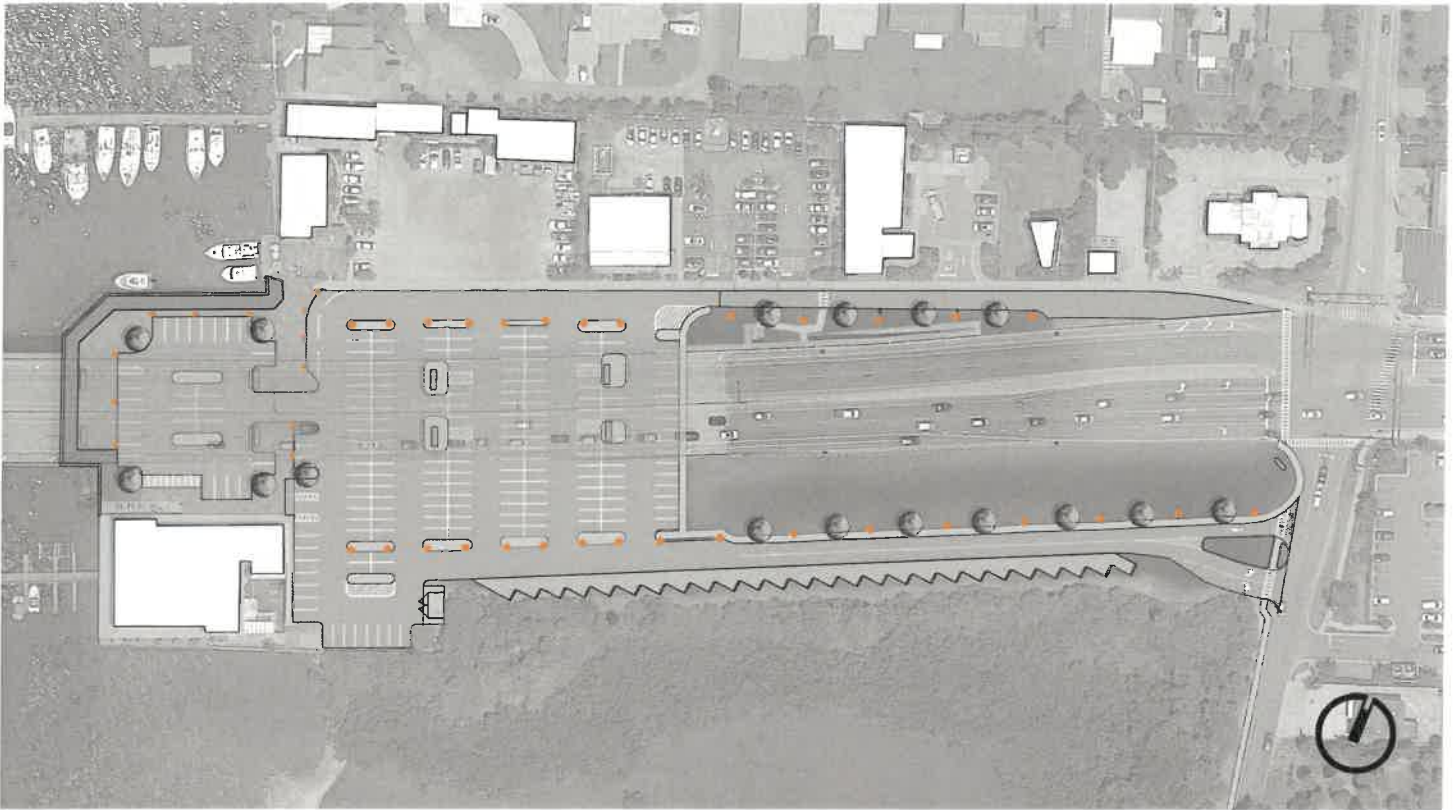
The proposed design addresses key concerns related to the parking lot's functionality, safety, and environmental impact. By standardizing parking spaces and drive aisles, patrons will be able to navigate the lot more easily and with less confusion. The elimination of dead ends will create a more efficient traffic flow and the uniform surface will add flexibility to accommodate special events. The new parking lot will need to be incorporated into the City's maintenance and repaving schedule.



THEMED PARKING BARRIER



EXISTING PARKING



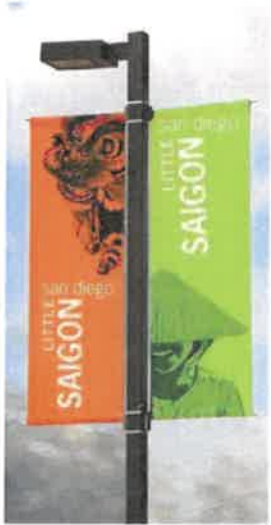
PARKING LOT SAFETY LIGHTING (#3 AND #13)

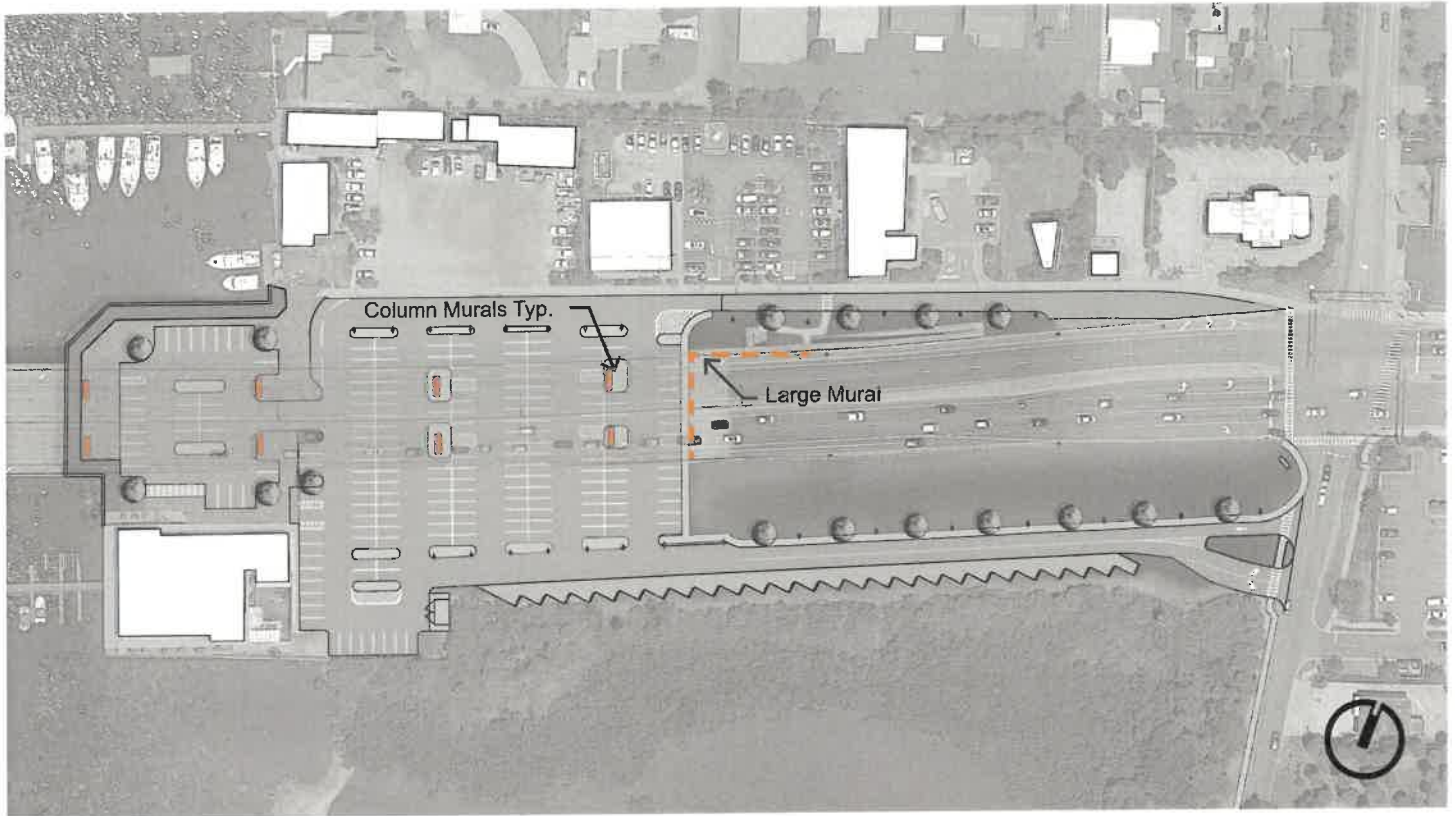
It is recommended to implement a multilayer lighting approach to enhance pedestrian safety and security in the Down Under District. The approach should include traditional pole lights and pedestrian level lighting, serving as environmental cues to direct pedestrians and designate public spaces.

A banner system can further delineate the boundaries of the district and enhance its identity, with the ability to rotate seasonally to celebrate special events and holidays. Coordinating the lighting and banner program can expand the design language of the district and create a unified approach throughout the area.

It is important to note that the proposed lighting and banner system should comply with all relevant regulations, including any Volusia County Sea Turtle Lighting regulations. Therefore, further investigation and design modifications may be necessary to ensure compliance.

Overall, a comprehensive approach combining innovative lighting design with a seasonal banner system can improve pedestrian safety, enhance the district's identity, and create a cohesive and welcoming atmosphere for all visitors.





FDOT COMPLIANT MURAL DESIGN



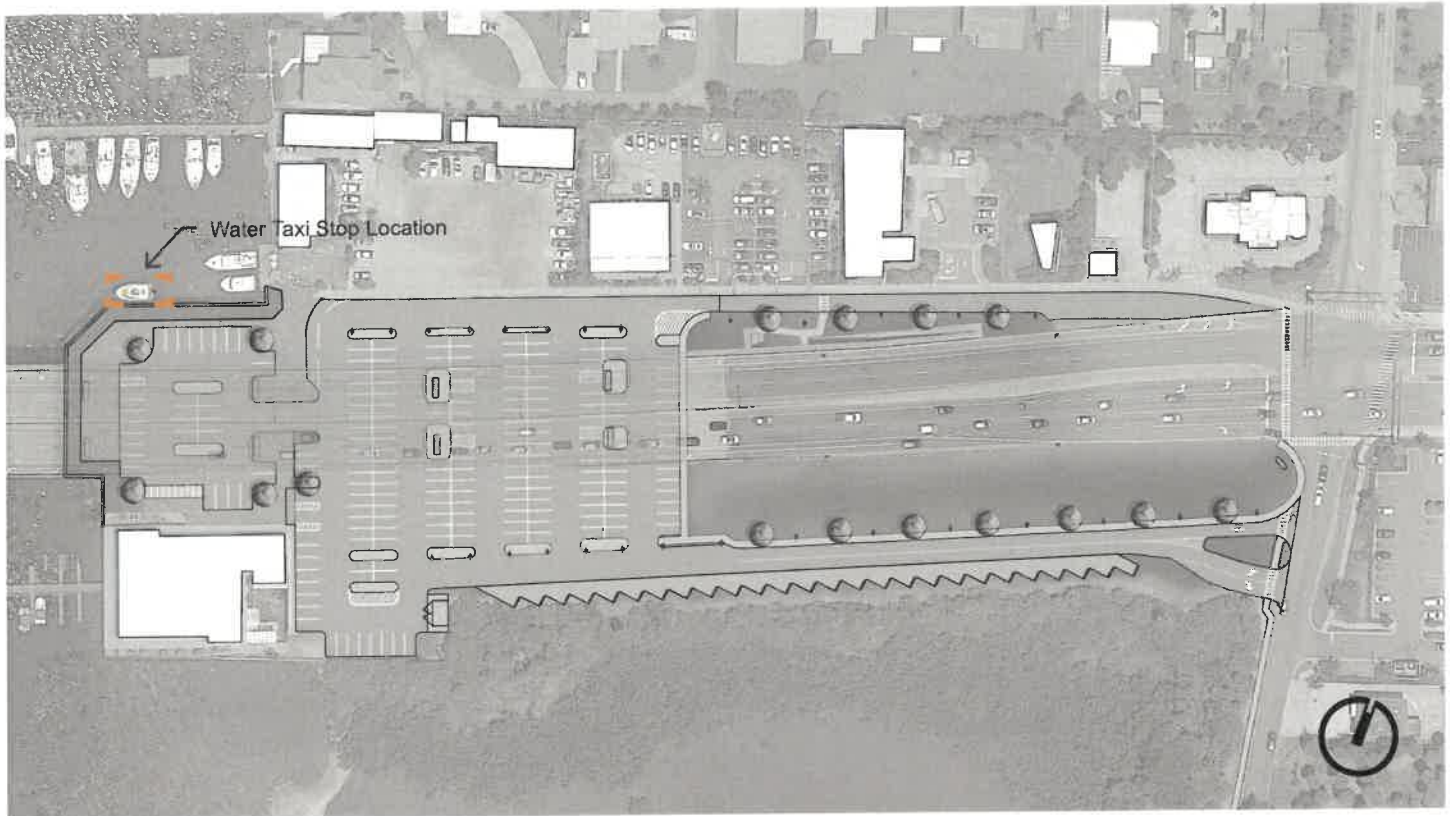
FDOT COMPLIANT MURAL DESIGN

MURAL WITH UP LIGHTING (#4)

In recent years, there has been a growing emphasis on the development of vibrant outdoor spaces. One effective design solution to enhance utilitarian infrastructure and increase foot traffic to previously neglected areas is the use of murals. This approach can significantly improve the pedestrian experience and elevate the user experience.

The proposed murals are required to comply with the 2019 FDOT agreement. FDOT permits murals that feature a historic, coastal, and/or seafood theme, and prohibits the inclusion of lettering. The final design must be reviewed and approved by FDOT prior to installation. The proposed mural designs are conceptual and meet all FDOT design standards.

During the review process, it is recommended that up lighting be considered simultaneously. This will enable designers or artists to develop a cohesive and complementary design that minimizes the cost of creating multiple visuals for both up lighting and murals, as required by FDOT. The unified approach facilitates a singular vision, presentation, and execution.



WATER TAXI STOP (#5)

As urban development continues to attract a growing number of patrons and an increase in density on both sides of the Halifax River, it is worthwhile to consider and incorporate a water taxi stop option in future design plans. The implementation of a water taxi service for the area presents a unique opportunity for numerous residents to experience the City of Port Orange from a new perspective.

To inform this decision, the prior use of a water taxi in New Smyrna Beach was studied. The service previously operated hourly and made three stops, with a pricing scheme of twelve dollars for adults, seven dollars for minors, and thirty dollars for a family. Although the service was well received, it was reliant on external funding.

To gain a better understanding of the operational costs associated with running a water taxi service, additional feasibility studies were reviewed. Additional consideration needs to be given to various operational items, such as: hours of operation, third party operational vendor, destinations, and public-private partnership.



WATER TAXI



POTENTIAL WATER TAXI STOPS



STORMWATER (#6 AND #16)

The stormwater design proposed here aims to maximize the paved parking spaces by converting the existing above-ground stormwater detention to a chamber system. To achieve this, the eastern side of the proposed parking will be elevated to accommodate the underground stormwater detention and treatment. This elevation will also improve drainage and stormwater treatment before it flows into the Halifax River.

Moreover, the depressional areas situated south of the bridge embankment can be converted into a natively vegetated rain garden. This move will showcase the expansion of green infrastructure within the City of Port Orange and highlight its significance in preserving the valuable aquatic ecosystem that has supported the Down Under District.

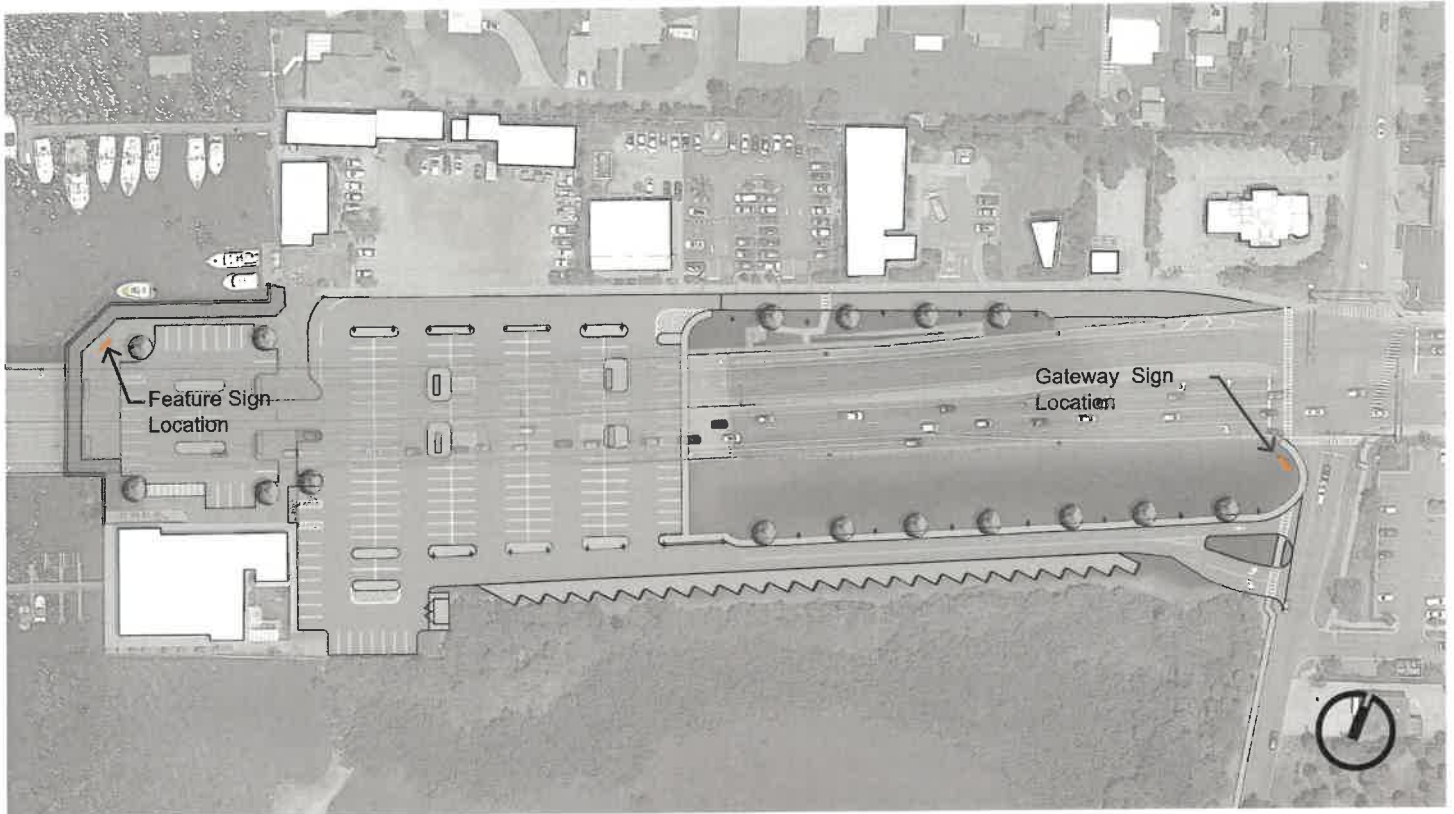
To ensure the effectiveness of the underground stormwater systems, quarterly inspections are required. If the systems fail inspection, a vacuum truck will be needed to remove sediment. As for the rain garden, it will reduce mowing requirements within the depression, but seasonal weed removal and trimming will be necessary.



RAIN GARDEN EXAMPLE



UNDERGROUND STORMWATER CHAMBERS



SIGNAGE (#7 AND #15)

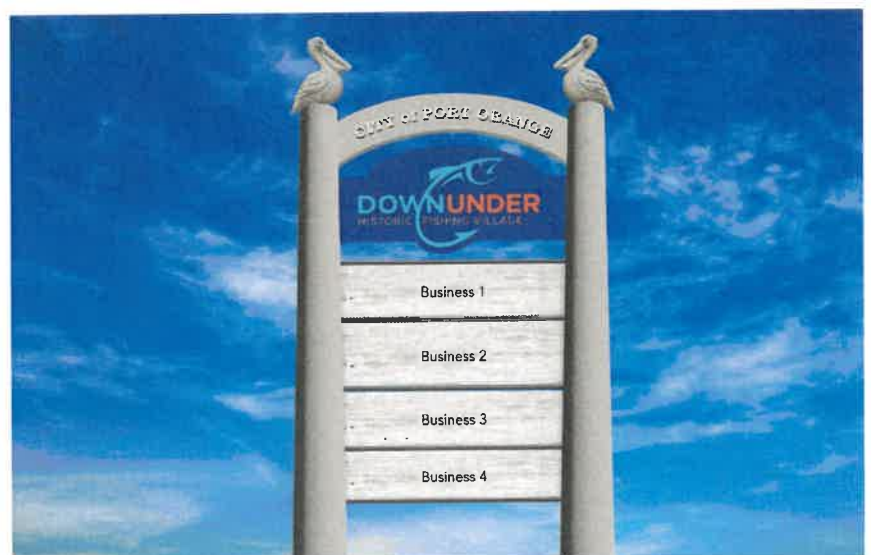
The Down Under Stakeholders have developed a gateway sign that highlights the historic context of the area. The location of the Gateway Sign clearly delineates the boundaries of the district and announces arrival.

The Gateway Sign design was developed during an earlier design discussion with district stakeholders. The design and branding reflects the history and natural relationships of the district. It will be critical to building upon these ties as additional branding is formulated.

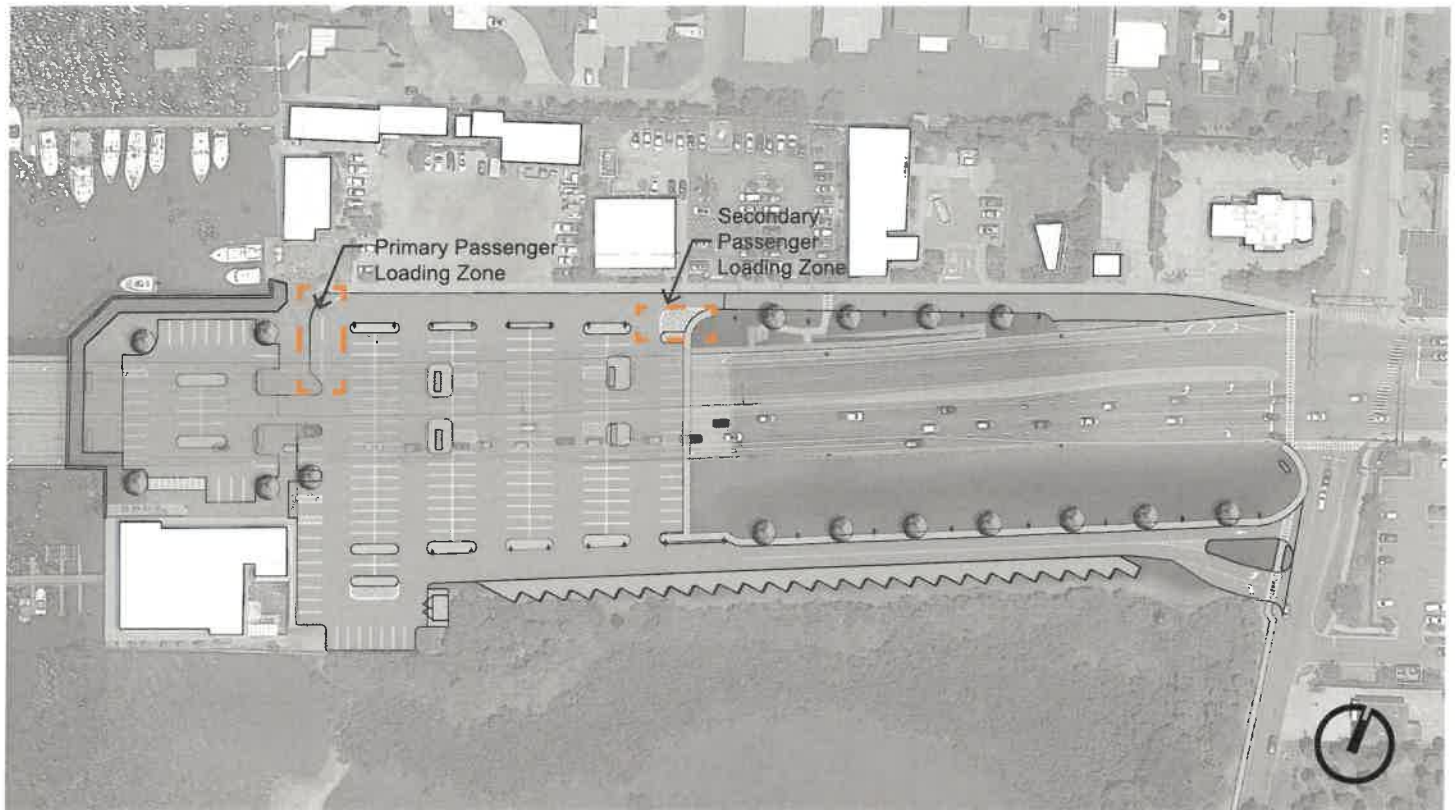
An additional sign can be developed to exist within the future pedestrian plaza that provides patrons a unique location to take a photo memorializing their experience within the district. It should be oriented in a manner that provides optimal opportunities to celebrate the working waterfront during peak evening hours.



BRANDED SIGN AND ART CONCEPT



STAKEHOLDERS PROVIDED GATEWAY SIGN DESIGN



TRADITIONAL GOLF CART TAXI



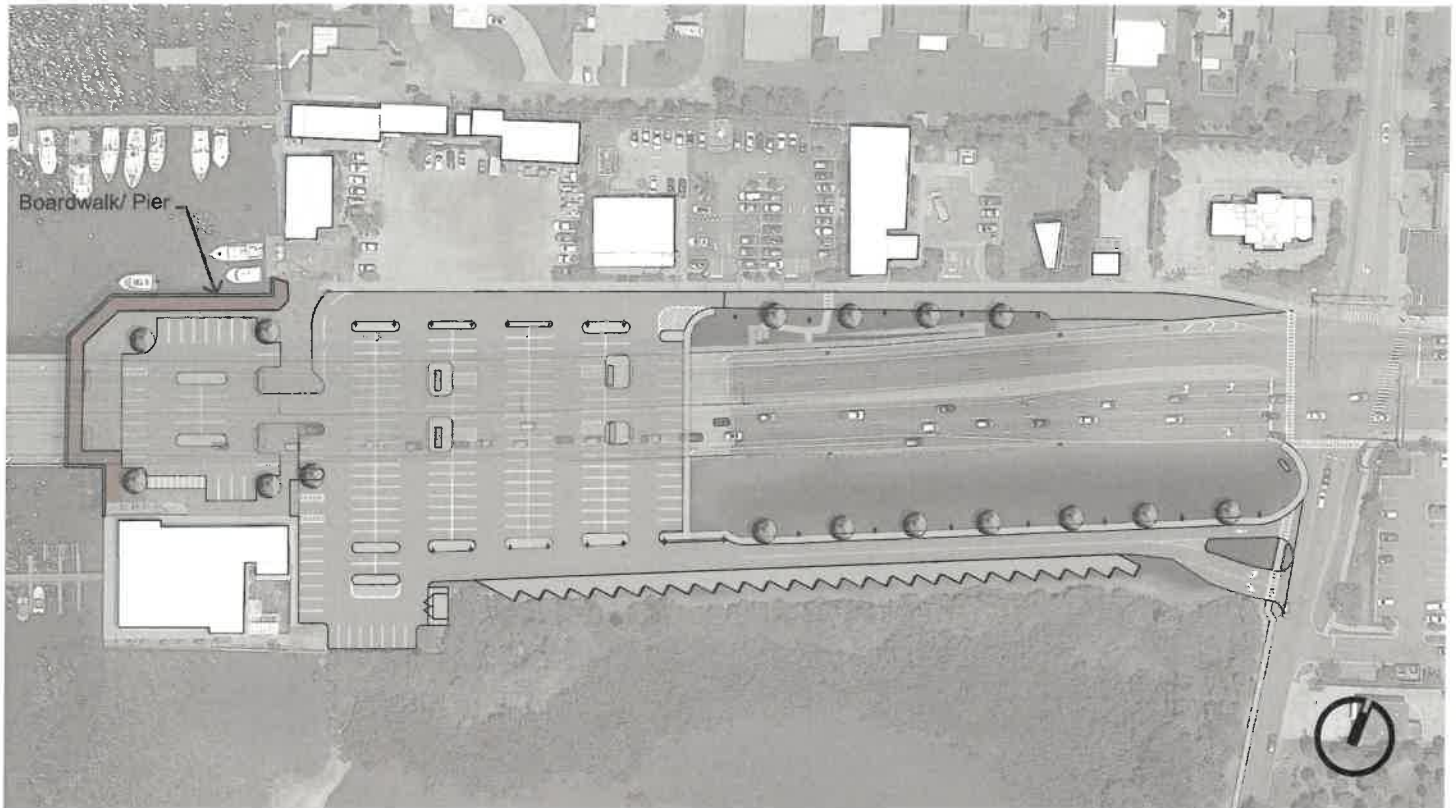
FORT LAUDERDALE MICRO MOVER

PASSENGER LOADING/GOLF CART (#8)

A recommendation by local business owners within the Down Under District was to explore the concept of a district Golf Cart taxi. This alternate mode of transportation would be utilized to gather patrons from local neighborhoods, hotels, condominiums, and public parking. If well utilized this will free additional parking spaces currently used by neighboring residents.

The Fort Lauderdale Micro Mover is currently working through a six-month trial period to gauge its viability and overall mobility impacts within the Downtown area. The Micro Mover utilizes a phone based application that allows users to alert a fleet driver who will then come and pick them up. The Micro Movers are stated by the City of Fort Lauderdale to be "a free, convenient, and sustainable mobility option to help residents and visitors get around downtown..."

If a neighborhood Golf Cart taxi is pursued, it is advised that it be coordinated with Daytona Beach Shores, and utilize the Primary Loading Zone designated above. If the Golf Cart taxi utilizes area within the FDOT lease it will need to be run as a free service for local residents and guest.



PIER (#9 AND #18)

Prior to Hurricane Matthew, the Down Under District had a fishing pier that was utilized by many local residents and guests. The pier was damaged during the hurricane and then removed due to safety concerns.

Currently the existing shore is being utilized for fishing and limits the number of residents who can utilize this location and also increases the difficulty of reaching further into the river.

The scope of the project proposes the construction of a twelve foot pier that extends into the channel and wraps around the existing vegetation that has developed along the district's edge. This protects a valuable ecological system that protects the shore as well as important habitat. Living shoreline stabilization and educational opportunities are also available. Boardwalk and new vegetation to be monitored and maintained by City of Port Orange.

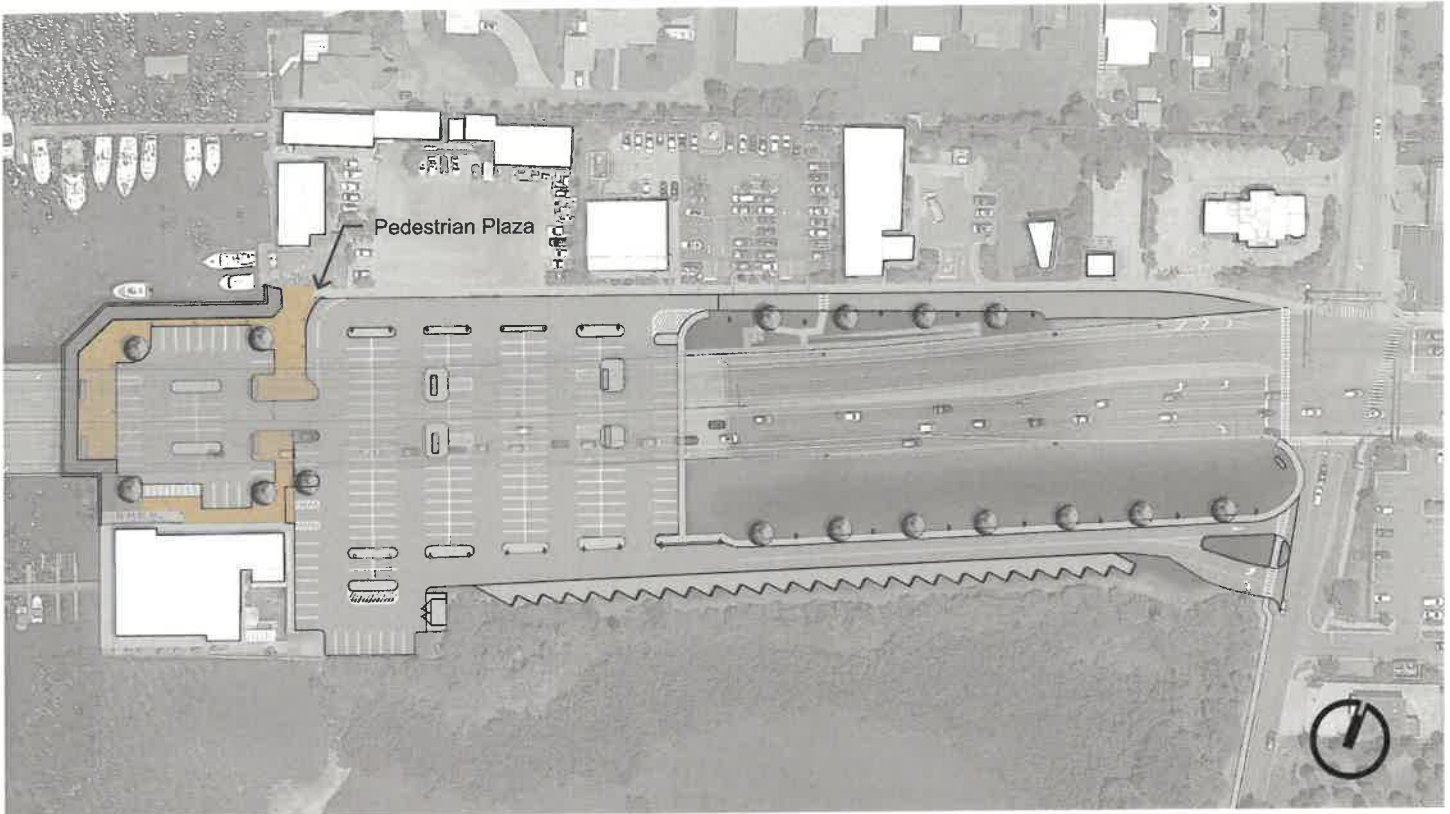
To prevent damage to City property, flow-through decking should be considered as an alternative option. This specialized decking is designed to allow storm surge and flowing water to move through the boardwalk.



12' WIDE FISHING PIER



FLOW THROUGH DECKING



PEDESTRIAN PLAZA (#10)

The Pedestrian Plaza plays the critical role of bringing the public into contact with the historic working waterfront. The pedestrian plaza should be designed around materials that celebrate the local history and work to preserve and educate visitors about the working water front and how it is intertwined and dependent upon the delicate ecological systems of the Halifax River. The balance between natural materials and durable finishes should be utilized to highlight what makes this region unique. These materials could include pavers, coquina, metal benches, concrete, and crushed shell.

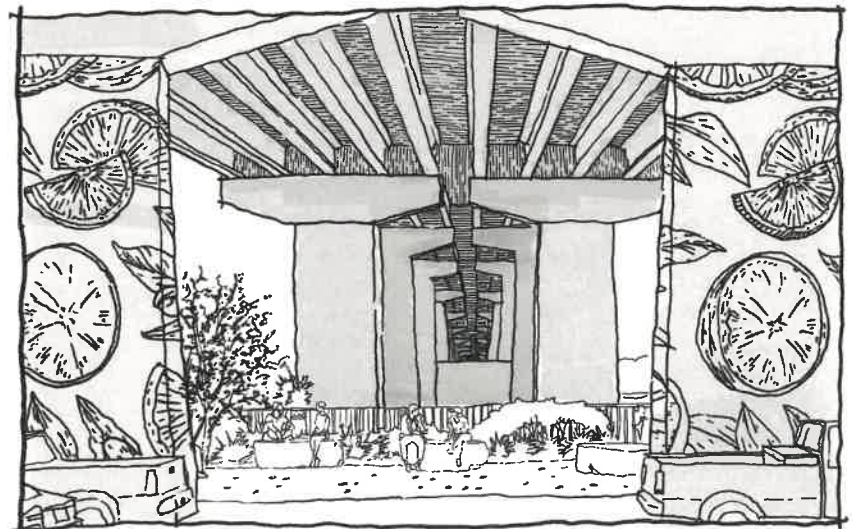
The development of this plaza provides an important social space that acts outside of the adjacent commercial spaces and allows for individuals to gather before or after meals, fish, or enjoy the waterfront. The plaza become one of the first places that guests will arrive at the waterfront and provide a flexible space for small events.



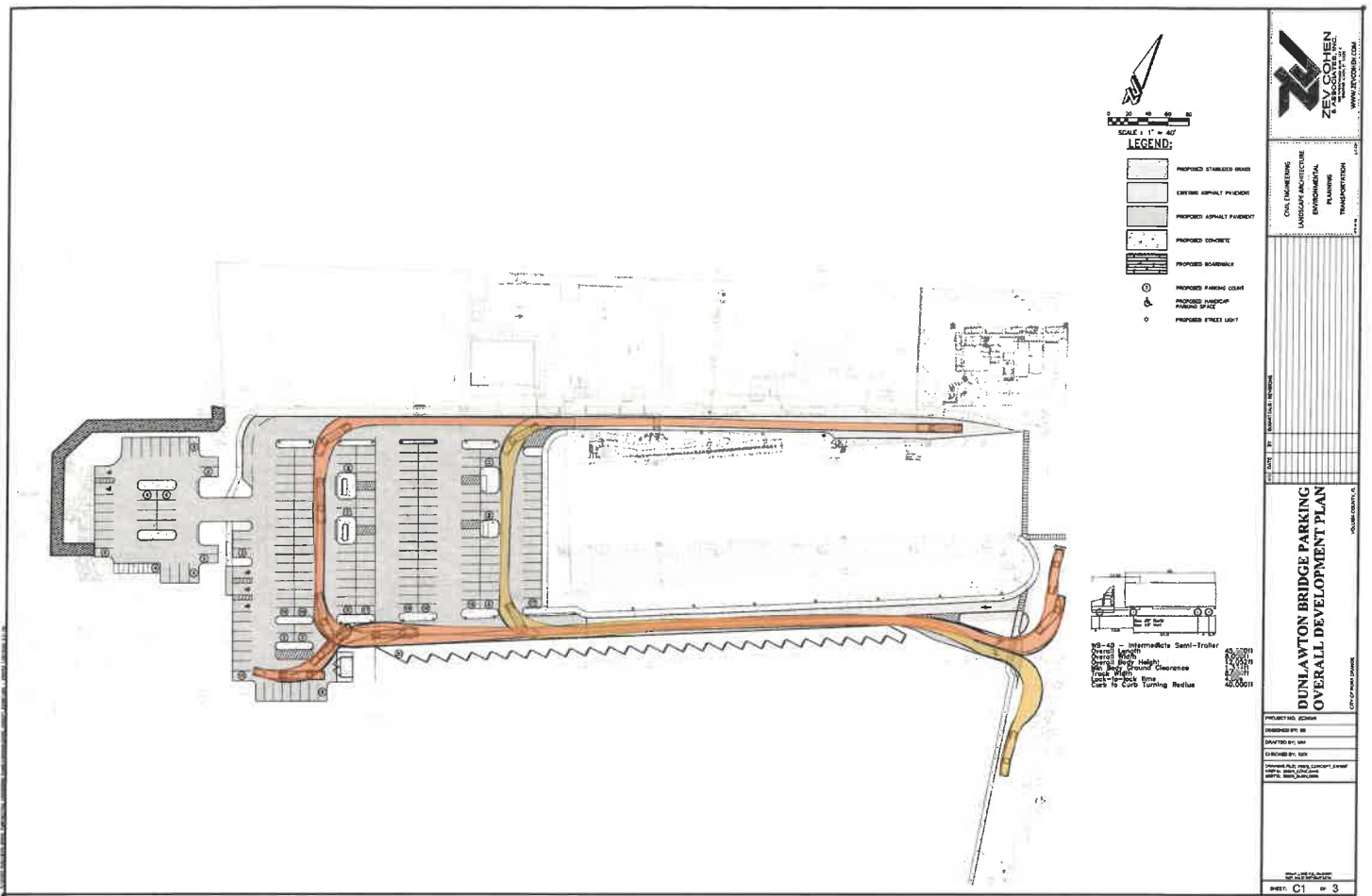
CASE STUDY



CASE STUDY

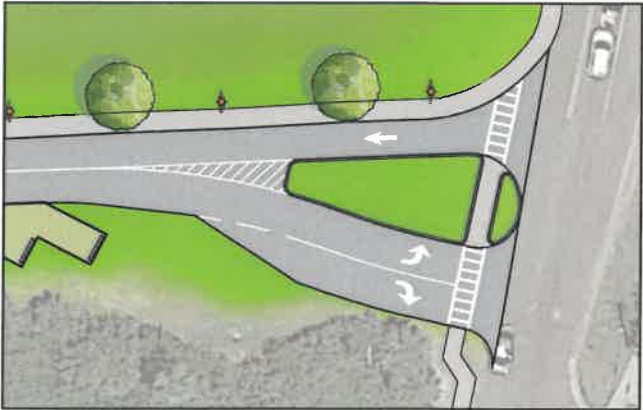


CONCEPTUAL SKETCH



TRUCK ACCESS (#12, #14, AND #17)

While meeting with district business owners, it was clear that improvements needed to be made to allow deliveries to happen without impacting large sections of parking and to improve access for delivery trucks. The streamlining of the design allows for deliveries to occur while minimizing the parking impact as well as the flow of traffic through the site. In addition, modifications are proposed to the existing site to alleviate some of the difficulties that occur when making a left turn out of the site.



ENTRANCE ENLARGEMENT

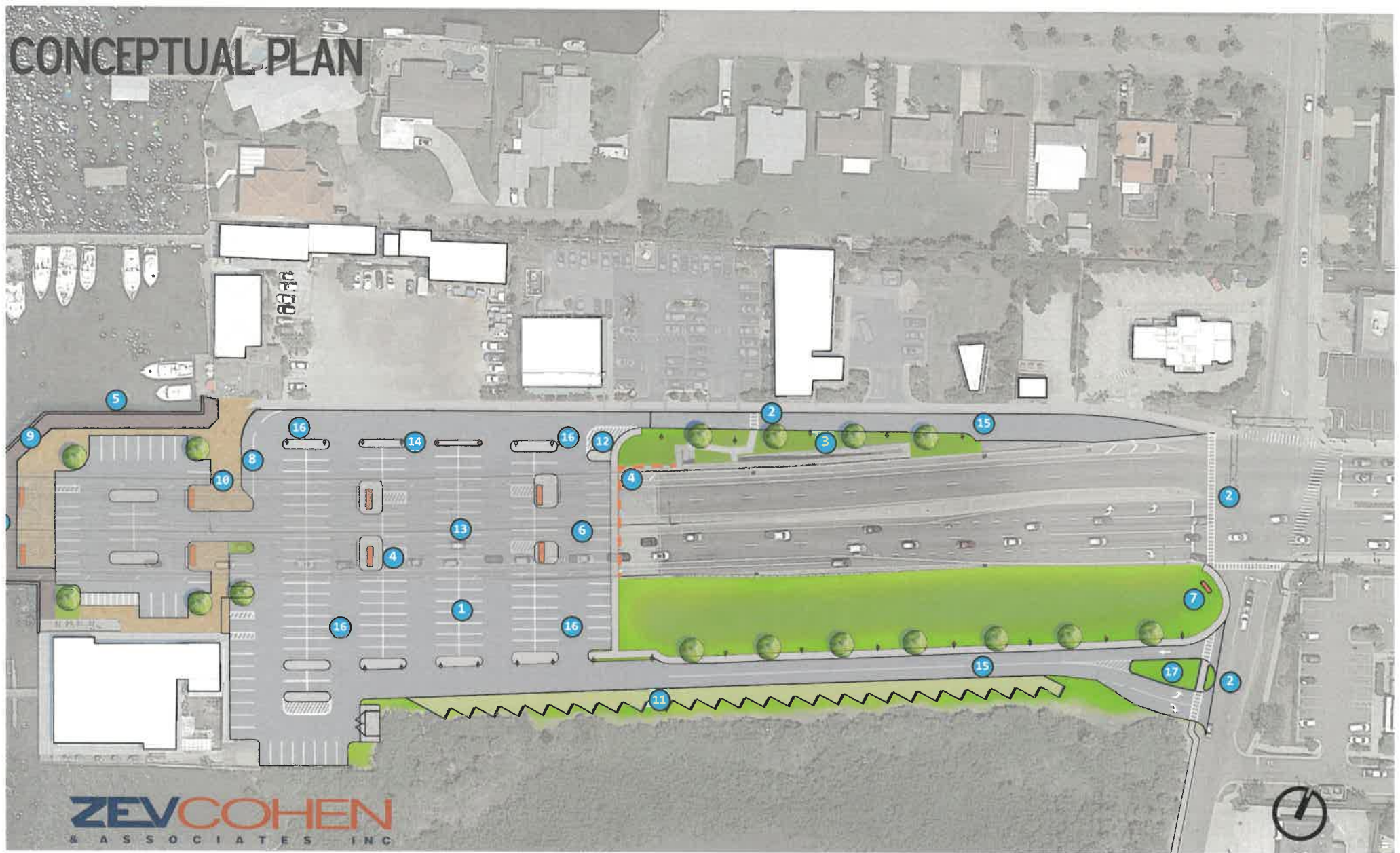
OPINION OF COST

MP Legend	Item	Quantity	Unit	Unit Price	Construction Costs	Soft Costs (Design, Permitting, Survey, Geotechnical, Etc.)
1, 8, 12 13, 14, 16	Parking Lot / Roadway				\$ 1,469,725.00	\$ 150,000.00
	Fill	2000	CY	\$ 25.00	\$ 50,000.00	
	12" Stabilized Subgrade	7825	SY	\$ 8.00	\$ 62,600.00	
	8" Limerock	7825	SY	\$ 25.00	\$ 195,625.00	
	RCP	900	LF	\$ 200.00	\$ 180,000.00	
	Inlets	20	EA	\$ 6,500.00	\$ 130,000.00	
	Milling	1825	SY	\$ 8.00	\$ 14,600.00	
	1" Asphalt SP-12.5	1825	SY	\$ 13.00	\$ 23,725.00	
	1.5" Asphalt SP-12.5	7825	SY	\$ 19.00	\$ 148,675.00	
	Curb	2500	LF	\$ 45.00	\$ 112,500.00	
	Concrete Islands	650	SY	\$ 80.00	\$ 52,000.00	
	Sidewalk	2500	SY	\$ 60.00	\$ 150,000.00	
	Striping/Signage	1	LS	\$ 50,000.00	\$ 50,000.00	
	General Lighting	1	LS	\$ 50,000.00	\$ 50,000.00	
	Misc. Cost	1	LS	\$ 250,000.00	\$ 250,000.00	
2, 17	Access Modifications/Peninsula Dr.				\$ 1,004,375.00	\$ 100,000.00
	12" Stabilized Subgrade	250	SY	\$ 8.00	\$ 2,000.00	
	8" Limerock	250	SY	\$ 55.00	\$ 13,750.00	
	1.5" Asphalt SP-12.5	250	SY	\$ 13.50	\$ 3,375.00	
	Curb	350	LF	\$ 45.00	\$ 15,750.00	
	Slope Paving	1200	SY	\$ 80.00	\$ 96,000.00	
	Striping / Signage	1	LS	\$ 2,500.00	\$ 2,500.00	
	Peninsula Drive Sidewalk Project	1	LS	\$ 821,000.00	\$ 821,000.00	
	Misc. Cost	1	LS	\$ 50,000.00	\$ 50,000.00	
3	Theme Lighting with Banners				\$ 90,000.00	\$ 20,000.00
	Flood Type Up-Lighting for Bridge Piling Murals	16	EA	\$ 4,000.00	\$ 64,000.00	
	Connections/Source/Misc. Cost	1	LS	\$ 26,000.00	\$ 26,000.00	
4	Murals with Uplighting				\$ 205,420.00	\$ 25,000.00
	FDOT Approved Mural Design on Bridge Pilings	7771	SF	\$ 20.00	\$ 155,420.00	
	Uplighting			\$ 30,000.00	\$ 30,000.00	
	Misc. Cost	1	LS	\$ 20,000.00	\$ 20,000.00	
5	Water Taxi				\$ 825,000.00	\$ 100,000.00
	Water Taxi Capital Costs	1	LS	\$ 750,000.00	\$ 750,000.00	
	Misc. Cost	1	LS	\$ 75,000.00	\$ 75,000.00	
6	Stormwater				\$ 611,000.00	\$ 125,000.00
	Exfiltration System	37400	CF	\$ 15.00	\$ 561,000.00	
	Misc. Cost	1	LS	\$ 50,000.00	\$ 50,000.00	
7	Multi-Tenant Gateway Sign				\$ 50,000.00	\$ 10,000.00
	Average sign cost (Height, Multi View Points)	1	EA	\$ 35,000.00	\$ 35,000.00	
	Misc. Demo, Power, etc.	1	EA	\$ 15,000.00	\$ 15,000.00	
9, 18	Pier				\$ 535,000.00	\$ 100,000.00
	400'x12' (Add \$300K for Flow-Thru Decking)	4800	SF	\$ 75.00	\$ 360,000.00	
	Living Shoreline			\$ 75,000.00	\$ 75,000.00	
	Misc. Cost	1	LS	\$ 100,000.00	\$ 100,000.00	
10	Pedestrian Plaza				\$ 85,000.00	\$ 25,000.00
	Hardscapes, Benches, etc.					
11	Stabilized Grass Parking				\$ 22,500.00	\$ 5,000.00
	Leveling, Fill and Finish Grade, IF NECESSARY	1	LS	\$ 7,500.00	\$ 7,500.00	
	Rope Fencing with Posts	1000	LF	\$ 10.00	\$ 10,000.00	
	Railroad timber	1000	LF	\$ 5.00	\$ 5,000.00	
15	Gateway Feature				\$ 50,000.00	\$ 15,000.00
	Banner Pylons with Lighting	8	EA	\$ 5,000.00	\$ 40,000.00	
	Misc. Cost	1	LS	\$ 10,000.00	\$ 10,000.00	
Total Construction/Soft Costs					\$ 4,948,020.00	\$ 675,000.00
PROJECT GRAND TOTAL						\$ 5,623,020.00

*Notes:

There are "Misc. Cost" additions added to a few of Items, but this estimate does not include a total project contingency for escalated cost at Time of Bid. Costs are current year dollars. Recommend 5% per year escalation costs.

CONCEPTUAL PLAN



ZEVCCOHEN
& ASSOCIATES INC.

MAP LEGEND

- | | | |
|----------------------------------|-------------------------------------|-------------------------------------|
| 1. PARKING | 7. MULTI-TENANT GATEWAY SIGN | 13. PARKING LOT SAFETY LIGHTING |
| 2. CROSSWALK | 8. RIDESHARE/PASSENGER LOADING ZONE | 14. WIDER DRIVEWAY ACCESS |
| 3. THEME LIGHTING W/ BANNERS | 9. PIER | 15. GATEWAY FEATURE |
| 4. MURAL LOCATION W/ UP LIGHTING | 10. PEDESTRIAN PLAZA | 16. DRAINAGE IMPROVEMENTS |
| 5. WATER TAXI STOP | 11. STABILIZED GRASS PARKING | 17. TURN LANES/ENTRANCE IMPROVEMENT |
| 6. STORMWATER | 12. LOADING & FOOD DELIVERY ZONE | 18. LIVING SHORELINE STABILIZATION |



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C12) Approval of Lease Extension with Cellco Partnership d/b/a Verizon Wireless for a communication tower (VZW 132567) on property located within Cambridge Acres

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Lease Extension with Cellco Partnership d/b/a Verizon Wireless.

SUMMARY: The City entered into a lease with Cellco Partnership d/b/a Verizon Wireless for property within our Cambridge Basin Complex on September 19, 2000, for the purpose of operating and maintaining a communication tower. Their management company, American Tower, has approached the City about an extension of this lease. The current lease expires on December 18, 2025, and this extension will extend the lease for four (4) additional five (5) year renewal terms up to twenty additional years or December 18, 2045.

The tenant currently pays \$31,482.11 per year for the cell tower rent. Under the renewal, the tenant would provide a \$20,000 one-time payment and their annual rent will increase by fifteen percent (15%) of the current rent and fifteen percent (15%) for each renewal term due annually. The annual rent would be paid every January. In addition, this lease provides for a revenue share and for each new sublease added to the structure an additional two hundred dollars (\$200) per month will be paid to the City. The property is leased from the city for the sole purpose of a communication tower and is maintained by the lessee.

The specific location of this communication tower is located within our Cambridge Basin Complex, located at the end of Willshire Blvd. The tax parcel number for this cell tower is located at 6322-02-00-0010.



PRESENTER: John McKinney

ATTACHMENTS:

1.	Second Amendment to Lease Agreement with Verizon Wireless	412375_OLLAMD01_ATC_10.30.2023.pdf
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John McKinney	Created/Initiated - 11/27/2023
John McKinney	Approved - 11/27/2023
Matthew Jones	Approved - 11/30/2023
Wayne Clark	Approved - 12/1/2023
Tracee Cody	Final Approval - 12/1/2023

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Port Orange ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 19, 2000 (the "**Original Lease**") as amended by that certain Addendum to Lease Agreement dated September 19, 2000 (the "**First Amendment**") (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty Thousand and 00/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 29, 2023; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on December 19, 2000 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on December 18, 2025. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by

this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently **Thirty-One Thousand Four Hundred Eighty-Two and 11/100 Dollars (\$31,482.11)** per year (the "**Rent**"). Commencing on December 19, 2025, and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to City of Port Orange FL.

4. **Revenue Share.**

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to **Two Hundred and No/100 Dollars (\$200.00)** per month for each new and subsequent sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and a third party (any such party, the "**Additional Collocator**") subsequent to the Effective Date (such amount, the "**Collocation Fee**"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant or American Tower of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.

- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower installed on the Leased Premises (such tower, the "**Tower**"), all on such terms as Tenant and/or American Tower deem advisable, in Tenant's

and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, as modified by this Amendment. Landlord hereby acknowledges and agrees Tenant shall not need consent or approval from Landlord to assigning all or any portion of Tenant's interest in the Lease to any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant or with the parent company or any subsidiaries of Tenant (an "**Affiliate**"), provided that Tenant shall provide to Landlord prior written notice of any such assignment. The Parties hereby agree that for all other assignments, of all or any portion of the Tenant's interest in the Lease, to a third party non-affiliate, Tenant shall need prior written approval from the Landlord, which shall not be unreasonably denied or delayed. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. -Tenant's operations shall not measurably interfere with any radio frequency communications or operation of public safety equipment used by first responders, public safety personnel or public safety agency and if Tenant's operations cause such interference or violates Section 843.165, Florida Statutes, it shall be Tenant's responsibility to cure such interference immediately, at its sole cost and expense. The

ATC Site No: 412375

VZW Site No: 132567

Site Name: Port Orange FL SQA

parties shall have the right to exercise all legal and equitable rights and remedies with respect to interference including all rights under applicable federal, state and/or local law regarding interference.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord cannot and hereby expressly does not waive or relinquish any of its regulatory or police power authority, approval or enforcement rights and obligations, as they may relate to government regulations of general applicability which may govern the Parent Parcel, any improvements thereon, or any operations on the Parent Parcel. Nothing in this Agreement shall be deemed to create an affirmative duty of Landlord to abrogate its right to exercise its police power and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations and grant agreements, as they may be amended. In addition, nothing herein shall be considered zoning by contract.
7. **Notices.** The Parties acknowledge and agree that Section 23 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32119; with copy to: City Attorney, 1000 City Center Circle, Port Orange, FL 32129, to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute

ATC Site No: 412375

VZW Site No: 132567

Site Name: Port Orange FL SQA

one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Governing Law.** The Parties acknowledge and agree that Section 24 (D) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Taxes.** The Parties acknowledge and agree that Section 18 (A) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within two (2) years after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
12. **Deletions.** The Parties hereby acknowledge and agree that Section 10 (B) of the Original Lease is hereby deleted in its entirety and is of no further force and effect.
13. **Insurance.** The Parties acknowledge and agree that Section 10 (C) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to insurance shall be controlled by this Section of this Amendment. Tenant shall at all

times during the term(s) hereof and at Tenant's sole cost and expense maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Landlord against liability for bodily injury or death of any person in connection with the use, operation and condition of the Leased Premises, in an amount not less than One Million and No/100 Dollars (\$2,000,000.00) of combined single limit bodily injury and property damage coverage with not less than Two Million and No/100 Dollars (\$4,000,000.00) in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. Such policy shall cover the Leased Premises and include Landlord as an additional insured. Within thirty (30) days of Tenant's receipt of a written request from Landlord, and no more than once per calendar year, Tenant shall deliver a certificate of insurance to Landlord evidencing the insurance requirements set forth in this section.

14. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Port Orange

Signature: _____

Print Name: Donald O. Burnette

Title: Mayor

Date: _____

Attest: _____

Print Name: Robin L. Fenwick

Title: City Clerk

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Lots 1 and 2, CAMBRIDGE ACRES, as recorded in Plat Book 34, Pages 23 thru 26, inclusive, of the Public Records of Volusia County, Florida.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Lots 1 and 2, CAMBRIDGE ACRES, as recorded in Plat Book 34, Pages 23 thru 26, inclusive, of the Public Records of Volusia County, Florida.

more particularly described as follows:

Begin at a fence post located at the Southwesterly corner of a 80.00 feet x 80.00 feet area, said Point of Beginning lies 78.73 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 139.15 feet measured radially, Easterly of the Easterly right of way line of Trailwood Drive, (an 80.00 feet right of way), said point also lies S 88°55'36" W, 80.00 feet from a 1/2" iron rod (#4596), and S 01°04'34" E, 80.00 feet from a 1/2" iron rod (#4596); Thence, leaving said Southwesterly corner and said Point of Beginning, run N 01°04'34" W, 80.00 feet to a 1/2" iron rod (#4596); Thence run N 88°55'26" E, 80.00 feet to a 1/2" iron rod (#4596); Thence run S 01°04'34" E, 80.00 feet to a 1/2" iron rod (#4596); Thence run S 88°55'26" W, 80.00 feet to the Point of Beginning. Containing 6,400 square feet or 0.15 acres more or less.

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Commence at a fence post located at the Southwesterly corner of a 80.00 feet x 80.00 feet area, said Point of Commencement lies 78.73 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 139.15 feet measured radially, Easterly of the Easterly right of way line of Trailwood Drive, (an 80.00 feet right of way), said point also lies S 88°55'36" W, 80.00 feet from a 1/2" iron rod (#4596), and S 01°04'34" E, 80.00 feet from a 1/2" iron rod (#4596); Thence, leaving said Southwesterly corner and said Point of Commencement, run N 01°04'34" W, 80.00 feet to a 1/2" iron rod (#4596); Thence run N 88°55'26" E, 40.00 feet to the Point of Beginning; Thence run N 01°04'34" W, 19.12 feet; Thence run S 87°40'30" W, 188.53 feet to the Easterly right of way line of Trailwood Drive and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundaries.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Jasmin Ramos-Madonia, Esq.

ATC Site No: 412375

ATC Site Name: Port Orange FL SQA

Assessor's Parcel No(s): 6322-02-00-0010

Prior Recorded Lease Reference:

State of Florida

County of Volusia

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Port Orange ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 19, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be December 18, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 412375
VZW Site No: 132567
Site Name: Port Orange FL SQA

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32119; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Port Orange

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

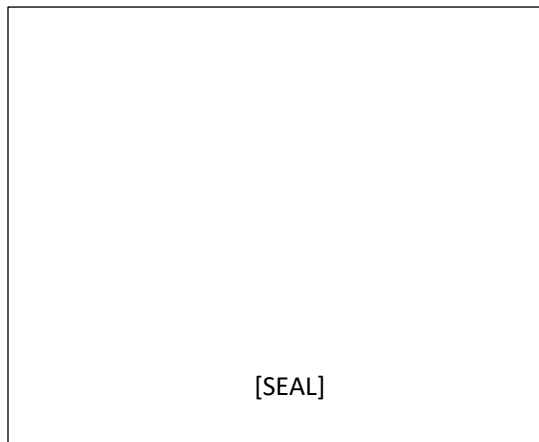
On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization,

_____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Lots 1 and 2, CAMBRIDGE ACRES, as recorded in Plat Book 34, Pages 23 thru 26, inclusive, of the Public Records of Volusia County, Florida.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Begin at a fence post located at the Southwesterly corner of a 80.00 feet x 80.00 feet area, said Point of Beginning lies 78.73 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 139.15 feet measured radially, Easterly of the Easterly right of way line of Trailwood Drive, (an 80.00 feet right of way), said point also lies S 88°55'36" W, 80.00 feet from a 1/2" iron rod (#4596), and S 01°04'34" E, 80.00 feet from a 1/2" iron rod (#4596); Thence, leaving said Southwesterly corner and said Point of Beginning, run N 01°04'34" W, 80.00 feet to a 1/2" iron rod (#4596); Thence run N 88°55'26" E, 80.00 feet to a 1/2" iron rod (#4596); Thence run S 01°04'34" E, 80.00 feet to a 1/2" iron rod (#4596); Thence run S 88°55'26" W, 80.00 feet to the Point of Beginning. Containing 6,400 square feet or 0.15 acres more or less.

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Commence at a fence post located at the Southwesterly corner of a 80.00 feet x 80.00 feet area, said Point of Commencement lies 78.73 feet, measured at right angles Northerly of the Southerly line of said parent tract, and 139.15 feet measured radially, Easterly of the Easterly right of way line of Trailwood Drive, (an 80.00 feet right of way), said point also lies S 88°55'36" W, 80.00 feet from a 1/2" iron rod (#4596), and S 01°04'34" E, 80.00 feet from a 1/2" iron rod (#4596); Thence, leaving said Southwesterly corner and said Point of Commencement, run N 01°04'34" W, 80.00 feet to a 1/2" iron rod (#4596); Thence run N 88°55'26" E, 40.00 feet to the Point of Beginning; Thence run N 01°04'34" W, 19.12 feet; Thence run S 87°40'30" W, 188.53 feet to the Easterly right of way line of Trailwood Drive and the Point of Termination. The sidelines of said easement are to be shortened or prolonged to meet at angle points and project boundaries.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (C13) Resolution No. 23-68 - Approval of First Quarter Budget Amendments for Fiscal Year 2023-2024

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-68.

SUMMARY: This item is the first quarter of the fiscal year budget review covering the period from October 1 to December 31, 2023. Staff performed a review covering the revenue and expenditure figures through the first quarter to compare the current amounts with the amount budgeted. This amendment is limited to a couple of project related carry forwards that required adjustment in order for the projects to be completed.

Staff requests the Council amend the Fiscal Year 2023-2024 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. Police Department HVAC Chiller Replacement and Temporary Rental
2. Town West Blvd. Reconstruction and Resurfacing
3. Hurricane Ian and Nicole - HMGP Applications as approved by the Council
4. Lakeside Center HVAC Controls Replacement and Repairs
5. Advent Health REC sponsorship

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 23-68 with exhibit	Resolution No. 23-68 with exhibit.pdf
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John McKinney	Created/Initiated - 11/30/2023
John McKinney	Approved - 11/30/2023
Matthew Jones	Approved - 11/30/2023
Wayne Clark	Approved - 12/1/2023
Tracee Cody	Final Approval - 12/1/2023

RESOLUTION NO. 23-68

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-24; PROVIDING APPROVAL FOR ADJUSTMENTS OF 2023-2024 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 20, 2023, the City of Port Orange, adopted Resolution 23-42 approving the City's total operating and capital budgets for Fiscal Year 2023-24; and

WHEREAS, the City of Port Orange adopted Resolution 23-61 on November 14, 2023; amending the total operating budget for Fiscal Year 2023-24; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2023-24 operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Approval of 2023-2024 Budget Adjustments. The City's 2023-24 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. T h e 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, 2023, through September 30, 2024.

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 2023-24

Fund	Description	Adopted Resolution 23-42	Resolution 23-61	Resolution 23-68	Amended Budget
001	General Fund	\$ 58,759,279	\$ 5,312,517	\$ 673,013	\$ 64,744,809
010	National Opioid Litigation	38,000	37,471	-	75,471
019	Federal Disaster Fund	982,525	127,117	188,430	1,298,072
102	Tax Increment - Eastport	539,320	-	-	539,320
103	Tax Increment - Town Center	430,919	-	-	430,919
106	Recreational Facilities	205,700	24,355	34,601	264,656
109	Building Special Revenue	2,796,525	103,765	-	2,900,290
110	CDBG Special Revenue	375,895	-	-	375,895
199	Grant Special Revenue	91,243	236,376	-	327,619
214	Debt Services GO	904,369	-	-	904,369
217	Debt Services Eastport Tax Note	233,335	-	-	233,335
218	Debt Services Town Center Bonds	402,709	-	-	402,709
220	Debt Services Bonds	1,147,125	-	-	1,147,125
301	Capital Projects	3,204,563	4,405,547	600,000	8,210,110
306	Transportation Capital Projects	150,250	-	-	150,250
311	Fire Impact Fee	35,000	451,293	-	486,293
312	Transportation Impact Fee	1,286,730	647,569	-	1,934,299
317	General Capital Replacement	18,884,610	14,787,002	788,430	34,460,042
401	Water/Sewer	39,321,045	21,001,737	-	60,322,782
403	Water/Sewer R&R	20,710,000	43,023,993	-	63,733,993
405	Water/Sewer Impact Fee	105,000	3,484,079	-	3,589,079
410	Solid Waste	10,199,179	-	-	10,199,179
412	Stormwater Utility	7,658,762	3,900,403	-	11,559,165
413	Stormwater Capital	2,305,000	3,062,955	-	5,367,955
414	Drainage Bond Sinking	699,004	-	-	699,004
416	Wetland Mitigation	57,305	-	-	57,305
418	SRF Debt Service	784,846	-	-	784,846
420	Forestry	496,932	634,000	79,016	1,209,948
450	Golf Course Operating	2,742,530	103,400	-	2,845,930
501	Information Technology	4,396,934	25,728	-	4,422,662
503	Vehicle Maintenance	1,430,575	64,673	-	1,495,248
504	Risk Management	2,493,995	-	-	2,493,995
505	Lease & Replacement	3,787,700	1,027,083	-	4,814,783
508	Loan Pool	50,000	-	-	50,000
606	Police Benefit Trust	4,900	-	-	4,900
607	Police Forfeiture	62,000	-	-	62,000
611	Recreation Impact Fee	27,000	-	-	27,000
615	Police Education Trust	10,000	-	-	10,000
621	Recreation Scholarship	27,300	-	-	27,300
625	Federal Police Forfeiture	5,000	-	-	5,000
Grand Total:		\$ 187,843,104	\$ 102,461,063	\$ 2,363,490	\$ 292,667,657

Exhibit "A" DETAIL FOR RES. 23-68
STAFF RECOMMENDED 1st QUARTER BUDGET ADJUSTMENT REQUEST

FUND	ACCOUNT DESCRIPTION	ADJUSTMENT REQUEST	DESCRIPTION
GENERAL FUND - 001			
	DONATION	50,000	ADVENT HEALTH DONATION TO REC CENTER
	MISCELLANEOUS REVENUE	20,000	RENTAL INCOME - CELL TOWER
	APPROPRIATED FUND BALANCE	603,013	
	REVENUES	673,013	
	INTEREST AND PRINCIPAL ON NEW DEBT ISSUANCE	68,867	FIRE TRUCK INSTALLMENT LEASE
	RECRUITING	4,146	POLICE RECRUITING
	TRANSFER OUT TO FUND 317	600,000	OBI202 POLICE DEPARTMENT HVAC & QPC203 REC CENTER GYM FLOORS
	EXPENDITURES	673,013	
FEDERAL DISASTER FUND - 019			
	GRANT REVENUE	188,430	
	REVENUES	188,430	
	TRANSFER OUT TO FUND 317	188,430	HMGP HURRICANE IAN AND NICOLE PROJECTS
	EXPENDITURES	188,430	
RECREATION FACILITY FUND - 106			
	FUND BALANCE	34,601	
	REVENUES	34,601	
	MAINTENANCE AND REPAIR - PARKS & RECREATION	34,601	LAKESIDE A/C REPAIRS
	EXPENDITURES	34,601	
CAPITAL PROJECTS FUND - 301			
	APPROPRIATED FUND BALANCE	600,000	
	REVENUES	600,000	
	CAPITAL OUTLAY - PUBLIC WORKS	600,000	POL206 TOWN WEST BLVD ROAD RECONSTRUCTION
	EXPENDITURES	600,000	
GENERAL CAPITAL REPLACEMENT - 317			
	TRANSFER IN FROM FUND 001	600,000	OBI202 POLICE DEPARTMENT HVAC
	TRANSFER IN FROM FUND 019	188,430	HMGP PROJECTS
	REVENUES	788,430	
	CONTRACTUAL SERVICES - COMMUNITY DEVELOPMENT	127,430	AIO203 HMGP HURRICANE NICOLE
	CONTRACTUAL SERVICES - COMMUNITY DEVELOPMENT	61,000	AIO202 HMGP HURRICANE IAN
	CAPITAL OUTLAY - PUBLIC WORKS	(200,000)	OBM200 FIRE STATION 74 CEILING AND HVAC REPLACEMENT
	CAPITAL OUTLAY - PUBLIC WORKS	800,000	OBI202 POLICE DEPARTMENT HVAC CHILLER REPLACEMENT AND TEMPORARY RENTAL
	EXPENDITURES	788,430	
FORESTRY MANAGEMENT - 420			
	APPROPRIATED FUND BALANCE	79,016	
	REVENUES	79,016	
	CAPITAL OUTLAY - WATER AND SEWER	56,508	EQUIPMENT - CAPITAL ROLL FORWARD
	CAPITAL OUTLAY - WATER AND SEWER	22,508	ADDITIONAL FUNDS FOR LIME SPREADER
	EXPENDITURES	79,016	
	REVENUES	2,363,490	
	EXPENDITURES	2,363,490	
	VARIANCE	-	



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (F15) Fiscal Year 2022 - 2023, Fourth Quarter Financial Report

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Discussion Only. No motion needed.

SUMMARY: The quarterly financial reports provide a comprehensive review of the City's primary operating funds, the General, Water / Wastewater, Solid Waste and Stormwater Funds, with graphical presentations of the City's major revenue sources with comparisons to prior year actual results and current year budget projections. The report also provides information on the ending fund balance and cash position, debt, grant activity, capital projects, and financial statements for all City funds.

Staff will also discuss the proposed Fiscal Year 2024 - 2025 Budget Calendar.

PRESENTER: John McKinney

ATTACHMENTS:

1.	12.12.23 FY23 Year End Financial Presentation	12.12.23 FY23 Year End Financial Presentation.pptx
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John McKinney

John McKinney

Wayne Clark

Tracee Cody

Created/Initiated - 11/16/2023

Approved - 11/30/2023

Approved - 12/1/2023

Final Approval - 12/1/2023

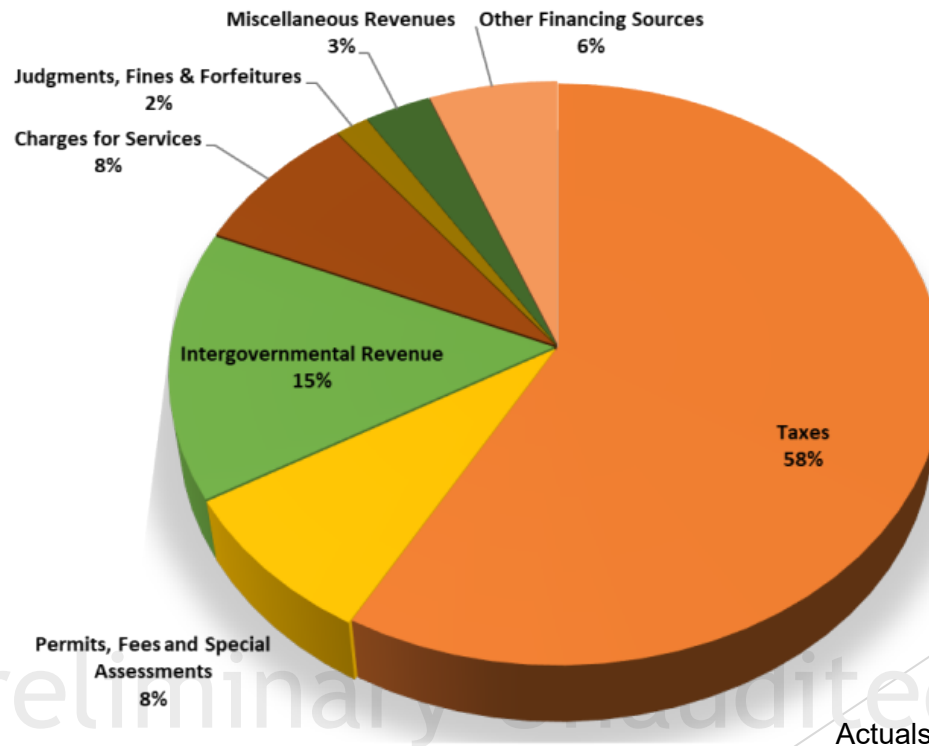


Port Orange, FL

Preliminary Unaudited
FY23 Year end financials

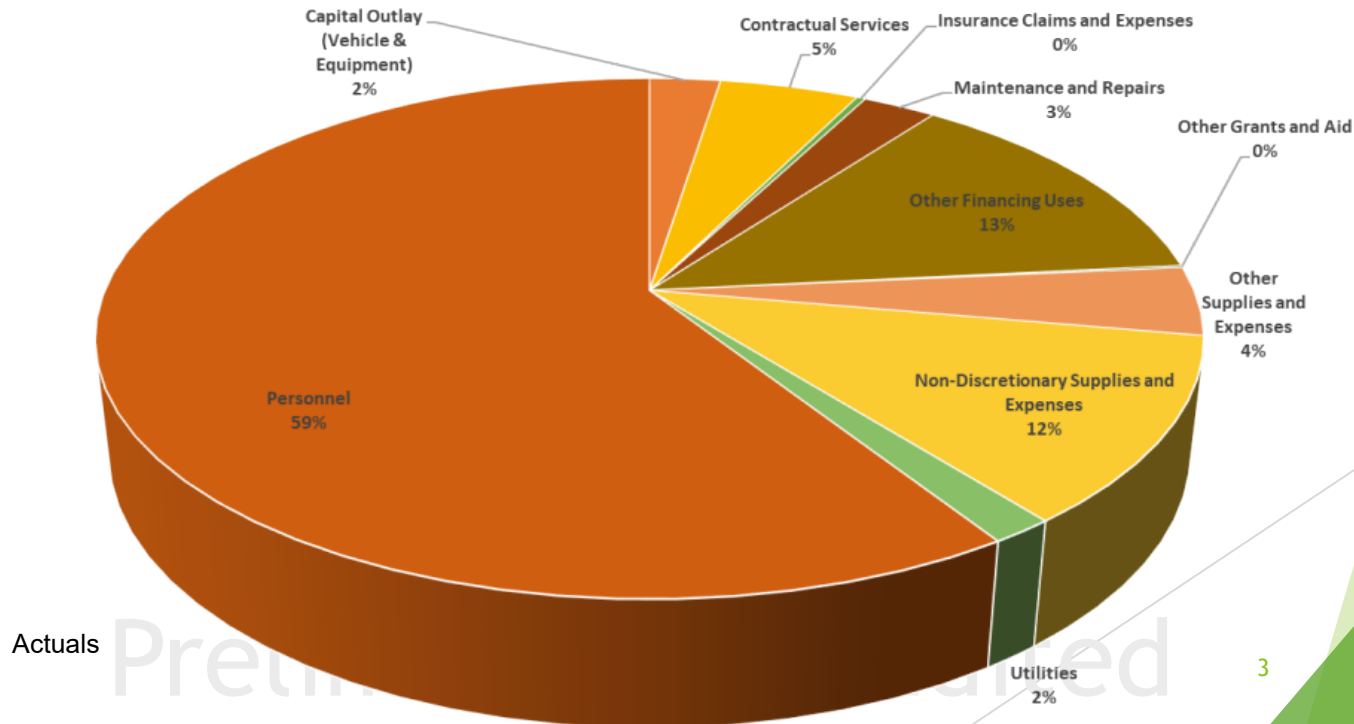
General Fund – Preliminary revenues

Description	FY23 Amended	FY23 Actuals
Taxes	\$ 30,567,115	\$ 31,168,179
Permits, Fees and Special Assessments	3,973,000	4,497,558
Intergovernmental Revenue	7,655,904	7,989,676
Charges for Services	4,287,539	4,273,866
Judgments, Fines & Forfeitures	315,000	824,459
Miscellaneous Revenues	1,488,500	1,633,072
Other Financing Sources	8,933,855	3,166,571
Total revenues	\$ 57,220,913	\$ 53,553,381

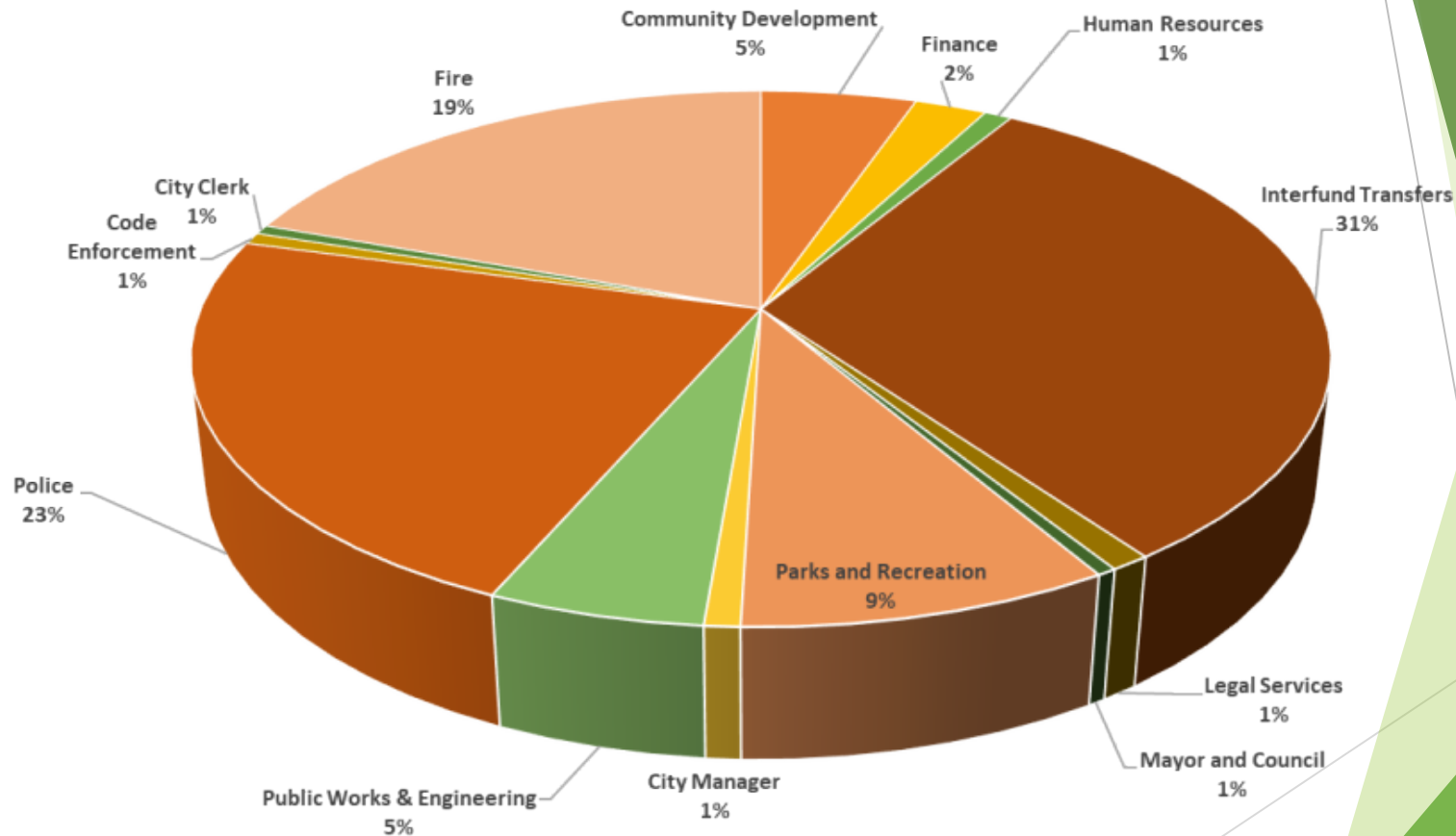


General Fund Operating Expenditures

Description	FY23 Amended	FY23 Actuals
Capital Outlay (Vehicle & Equipment)	\$ 2,803,137	\$ 1,286,341
Contractual Services	3,286,342	2,528,242
Insurance Claims and Expenses	159,518	159,516
Maintenance and Repairs	1,525,745	1,334,056
Other Financing Uses	7,348,862	6,876,698
Other Grants and Aid	72,100	66,638
Other Supplies and Expenses	2,679,215	2,223,024
Non-Discretionary Supplies and Expenses	6,014,607	6,014,191
Utilities	826,000	825,079
Personnel	32,505,387	30,762,038
Total Expenses	\$ 57,220,913	\$ 52,075,823



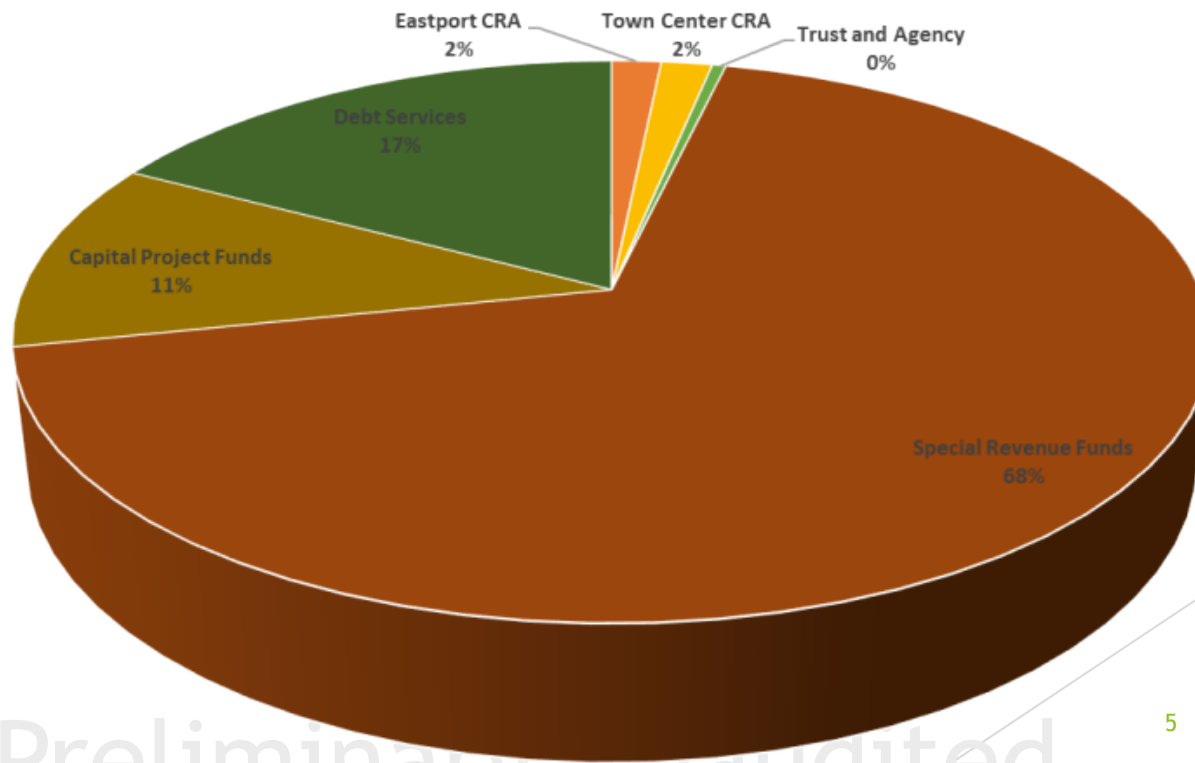
General fund expenditures by Department



Preliminary Actuals Unaudited

Special Revenues, Debt, & Capital Project Funds

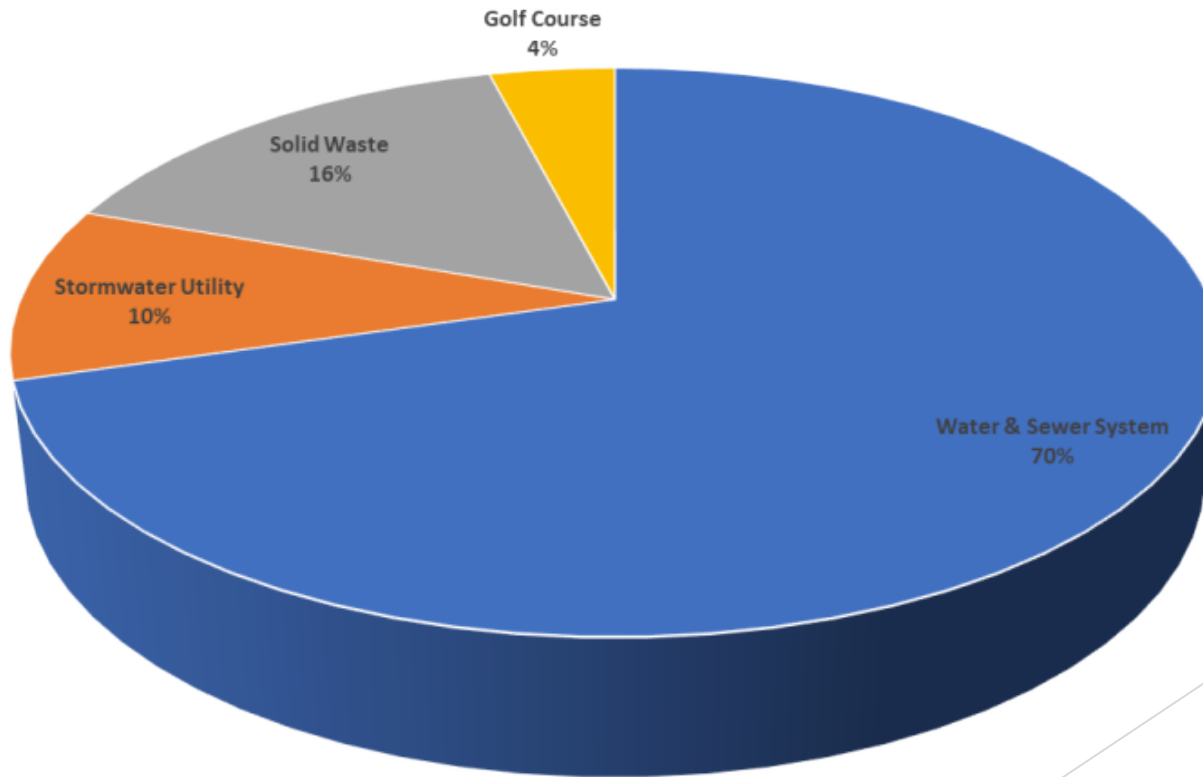
Description	FY23 Amended	FY23 Revenues	FY23 Expenses
Eastport CRA	\$ 416,282	\$ 427,466	\$ 248,925
Town Center CRA	260,365	258,300	256,365
Trust and Agency	104,272	65,975	68,553
Special Revenue Funds	10,681,213	10,494,593	10,611,496
Debt Services	2,691,173	2,710,512	2,689,868
Capital Project Funds	2,684,472	2,516,847	1,716,793
Total	\$ 16,837,777	\$ 16,473,693	\$ 15,592,000



Preliminary Unaudited
Actuals

Enterprise Funds

Description	FY23 Amended	FY23 Revenues	FY23 Expenses
Water & Sewer System	\$ 41,634,783	\$ 45,669,577	\$ 37,338,830
Stormwater Utility	6,079,566	5,891,849	5,266,534
Solid Waste	9,189,420	9,731,905	8,252,779
Golf Course	1,827,958	2,285,654	2,125,081
Total	\$ 58,731,727	\$ 63,578,985	\$ 52,983,224

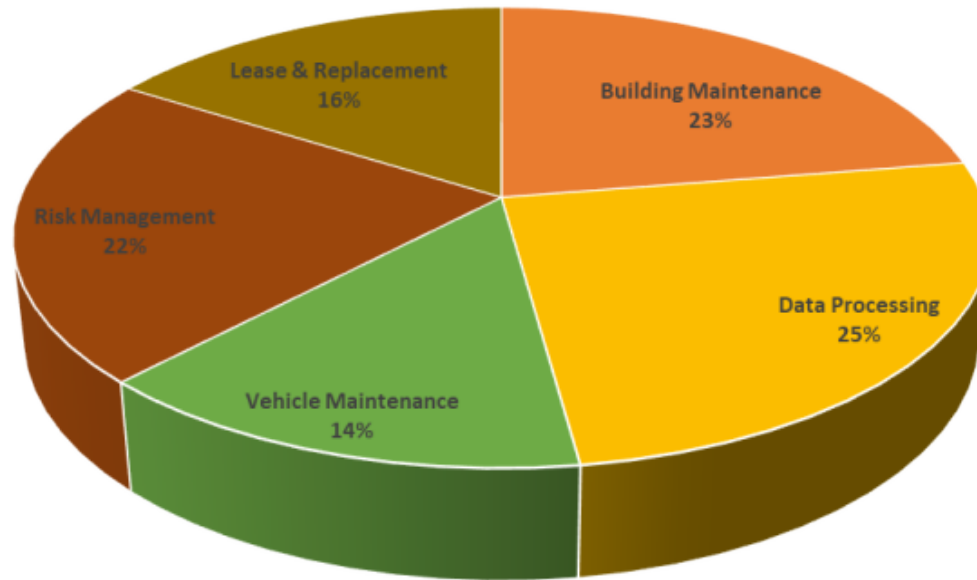


Preliminary Unaudited

Actuals

Internal Service Funds

Description	FY23 Amended	FY23 Revenues	FY23 Expenses
Building Maintenance	2,675,138	2,641,647	2,383,920
Data Processing	3,028,703	3,006,357	2,694,197
Vehicle Maintenance	1,430,098	1,430,077	1,517,358
Risk Management	2,419,833	2,513,173	2,314,721
Lease & Replacement	2,790,096	2,888,371	1,705,977
Loan Pool	9,055	405	-
Total	\$ 12,352,923	\$ 12,480,030	\$ 10,616,173



Preliminary Actuals Unaudited

Outstanding Debt

Debt	Outstanding FY23	FY P&I
General Obligation Note, Series 2016 (G)	\$ 9,265,000	\$ 899,119
Capital Improvement Revenue Bonds, Series 2014 (G)	11,530,000	1,149,775
Tax Increment Note, Series 2006 (Eastport) (G)	450,000	236,865
Tax Incr Rev Bonds, Series 2007 (Town Center) (G)	3,675,000	401,859
Stormwater Utility Revenue Bonds, Series 2005 (B)	4,965,000	222,935
State Revolving Fund Loan (SRF) 5150 (B)	1,586,862	475,319
State Revolving Fund Loan (SRF) 3030 (B)	1,116,148	295,477
State Revolving Fund Loan (SRF) 513P (B)	-	914,135
State Revolving Fund Loan (SRF) 514S (B)	1,397,580	489,369
TD Bank Ambulance	300,290	26,122
TD Bank Fire Truck	787,492	49,054
Total	\$ 35,073,372	\$ 5,160,029

*TD Equipment Finance finalized a lease purchase agreement on 11/28/2023 in the amount of \$1,083,332.

Preliminary Unaudited

Cash & Investments

Preliminary Unaudited

Cash and Investments

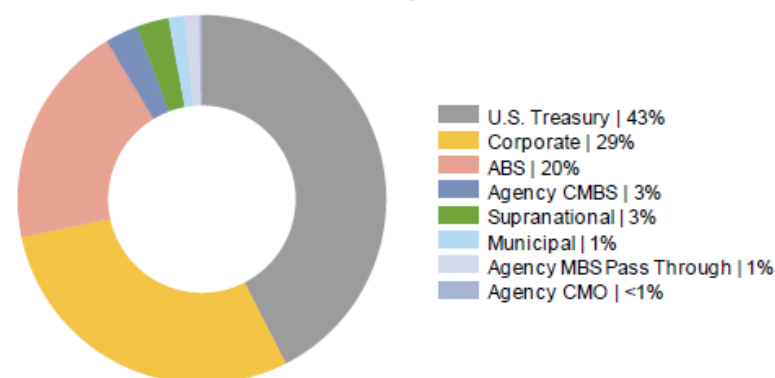
Pooled Cash and Investments	Market Value	%
FL Palm	\$ 34,334,540	25.66%
First American Funds	356,212	0.27%
TD Money Market Fund	11,642	0.01%
Investment Pool - Managed	43,916,889	32.82%
CD @ TD Bank - Mitigation Investment	316,995	0.24%
Truist Operating Accounts	54,881,074	41.01%
Total	\$ 133,817,352	100.00%

Portfolio Snapshot - CITY OF PORT ORANGE¹

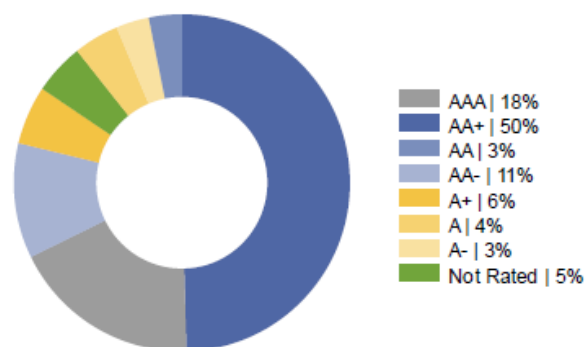
Portfolio Statistics

Total Market Value	\$44,237,785.06
Securities Sub-Total	\$43,916,889.06
Accrued Interest	\$305,555.39
Cash	\$15,340.61
Portfolio Effective Duration	1.74 years
Benchmark Effective Duration	1.75 years
Yield At Cost	3.54%
Yield At Market	5.11%
Portfolio Credit Quality	AA

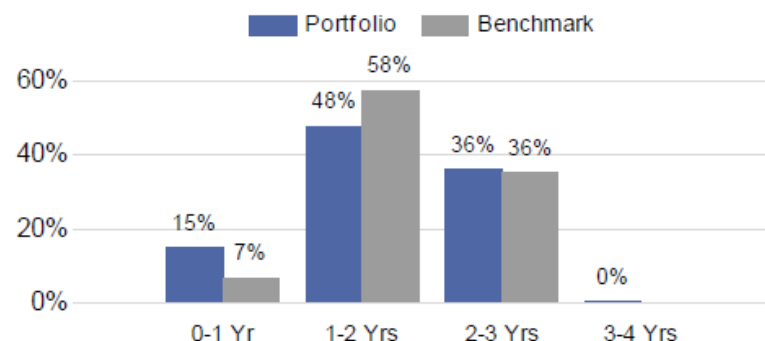
Sector Allocation



Credit Quality - S&P

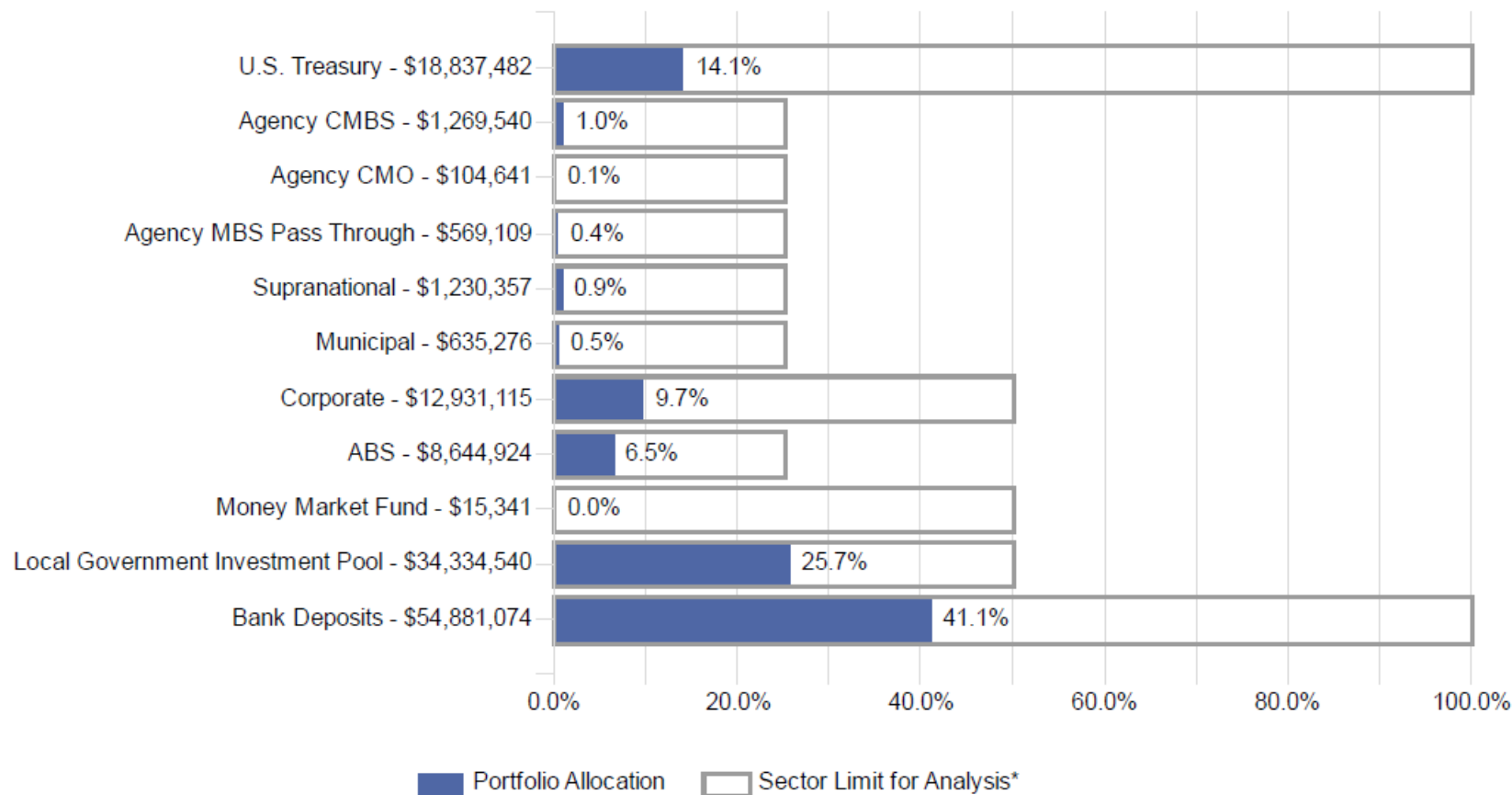


Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg.
An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ Stronger than expected growth, supported by a resilient consumer
 - ▶ Inflation that remains stubbornly above the Federal Reserve's ("Fed") target range
 - ▶ Continued creation of new jobs by the labor market, albeit at a moderating pace



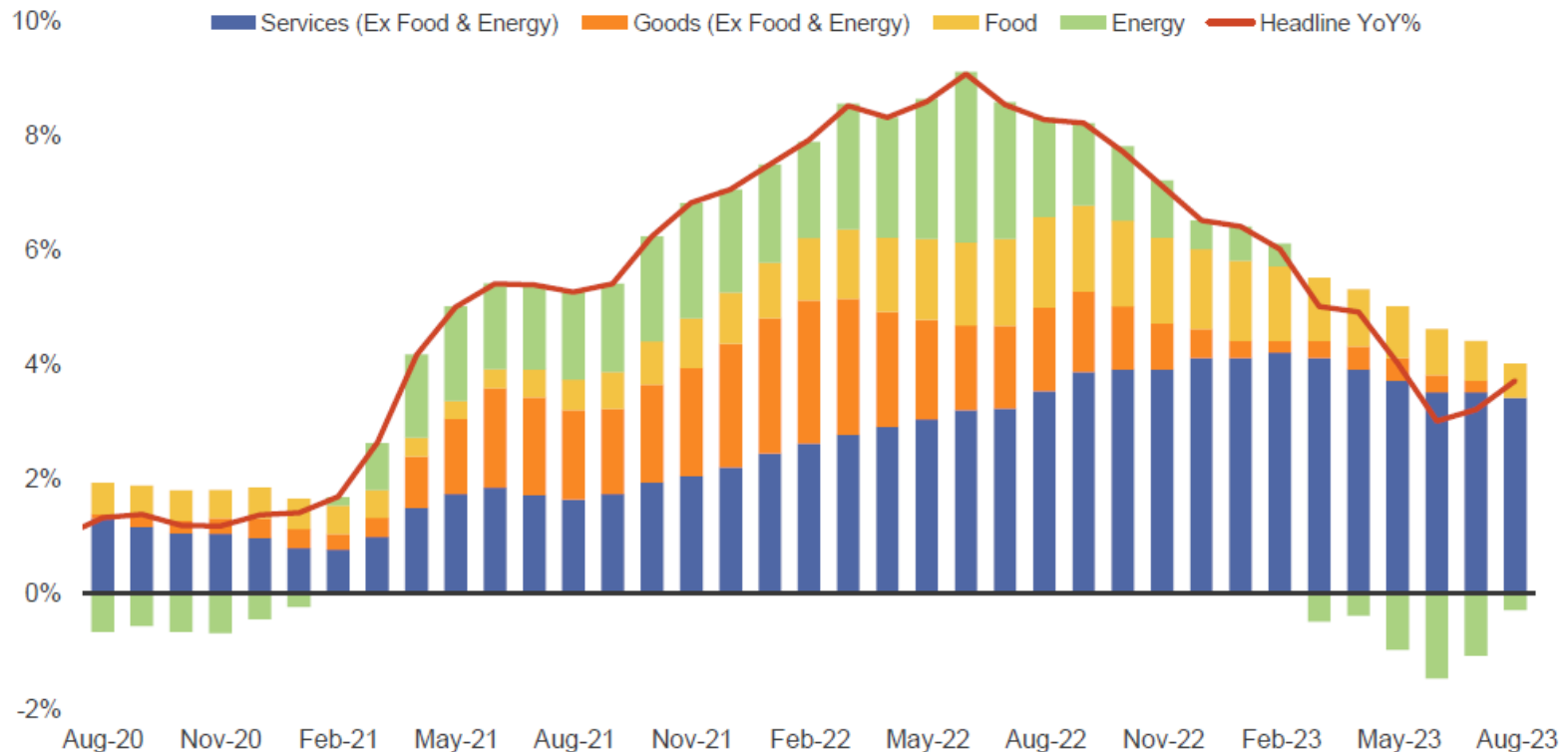
- ▶ Fed pauses again in rate hike campaign
 - ▶ After hiking in July, the Federal Reserve held rates steady at the September FOMC meeting as expected
 - ▶ The Fed's most recent "dot plot" indicated one more rate hike for 2023 and set the stage for interest rates to remain "higher-for-longer"
 - ▶ Updated FOMC economic projections point to stronger GDP growth expectations, higher inflation, and slightly lower unemployment for the remainder of 2023 and into 2024



- ▶ Interest rates reached their highest levels since 2006-7
 - ▶ The U.S. government rating downgrade by Fitch had little impact, although it highlighted growing worry about the erosion of governance standards and fiscal irresponsibility
 - ▶ Treasury yields across the curve rose during Q3. Sticky inflation, a "higher for longer" market consensus, increased Treasury borrowing, and reduced Treasury holdings by China and Japan weighed especially on the long end of the curve
 - ▶ The next concern is the annual federal budget process and potential for a government shutdown

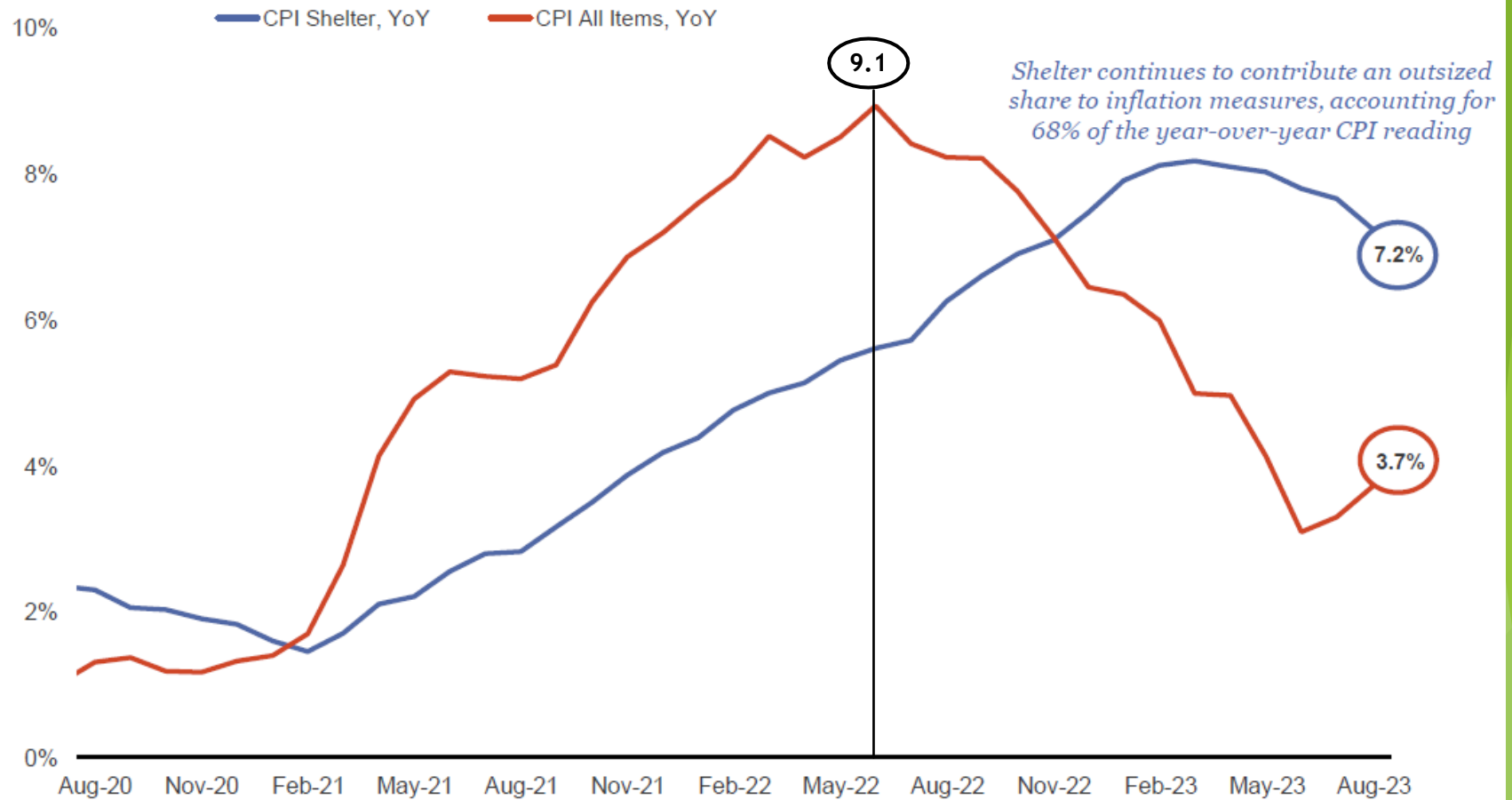
Inflation Gradually Falling, But Sensitive to Recently Rising Energy Prices

Factors Contributing to the Consumer Price Index (CPI YoY)



Source: Bloomberg, as of August 2023.

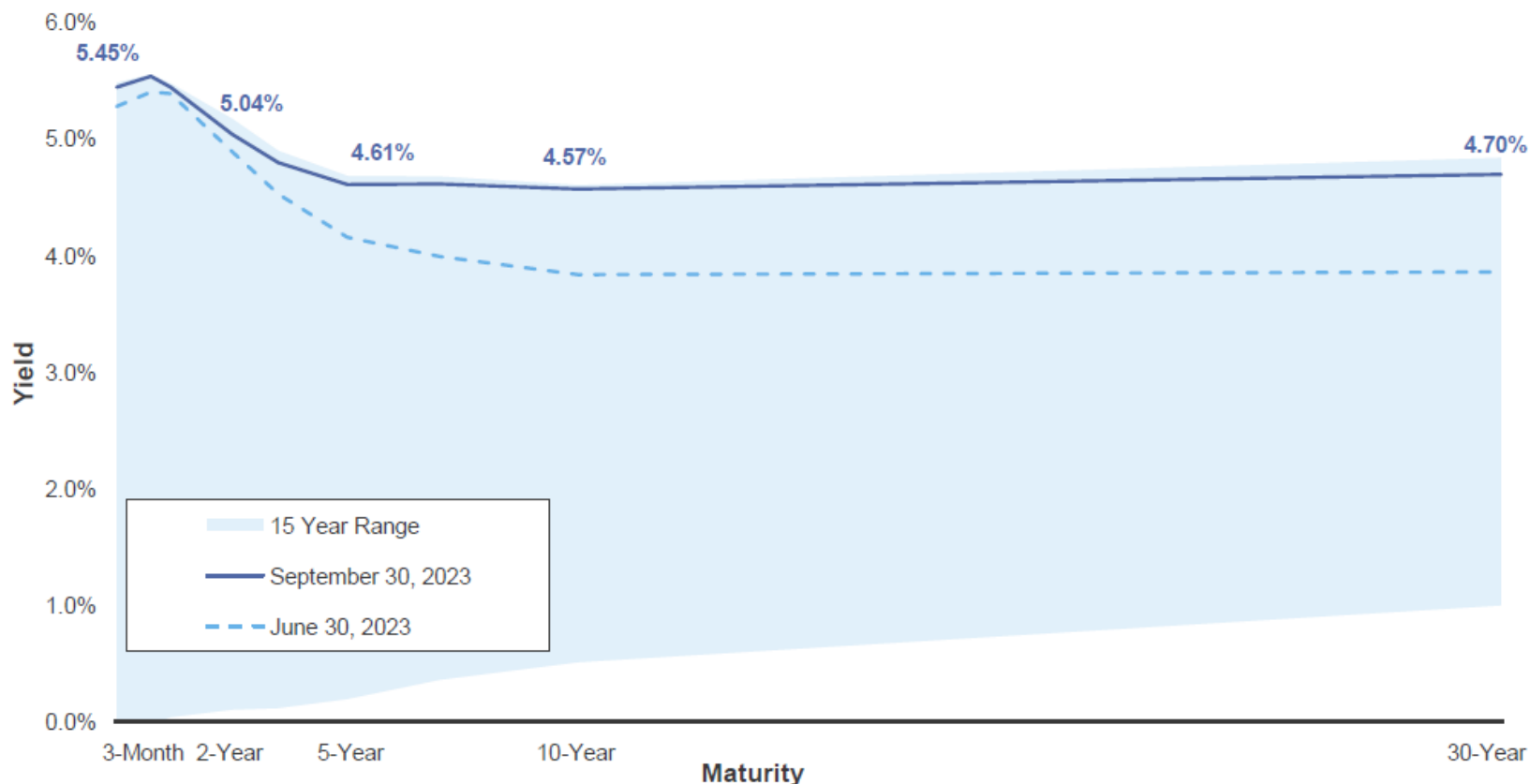
Shelter Component of CPI Remains Elevated



Source: Federal Reserve Bank of St. Louis and Bureau of Labor Statistics, as of August 2023.

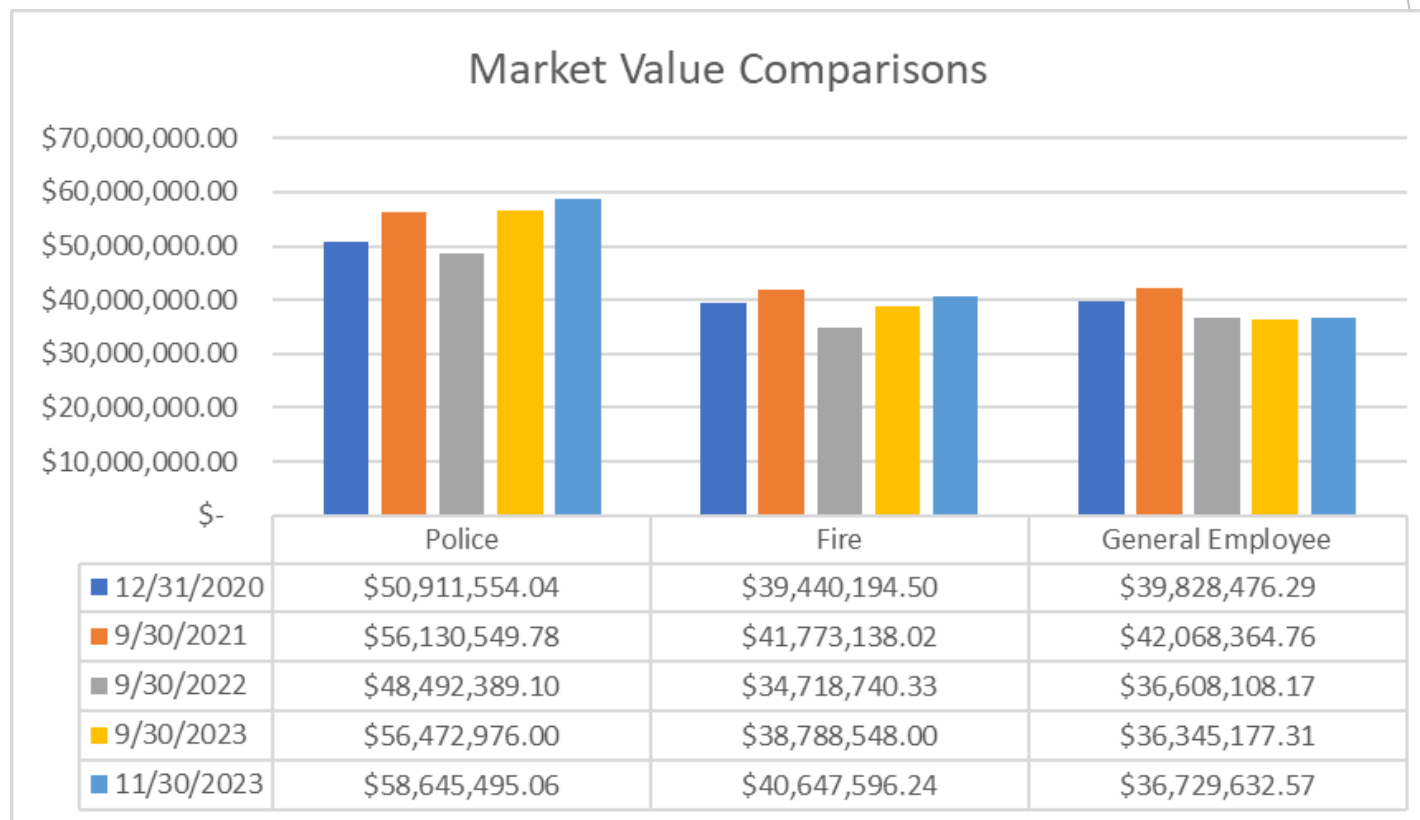
Interest Rates Are At Their Highest Levels Since 2006-07

U.S. Treasury Yield Curve



Source: Bloomberg, as of September 30, 2023.

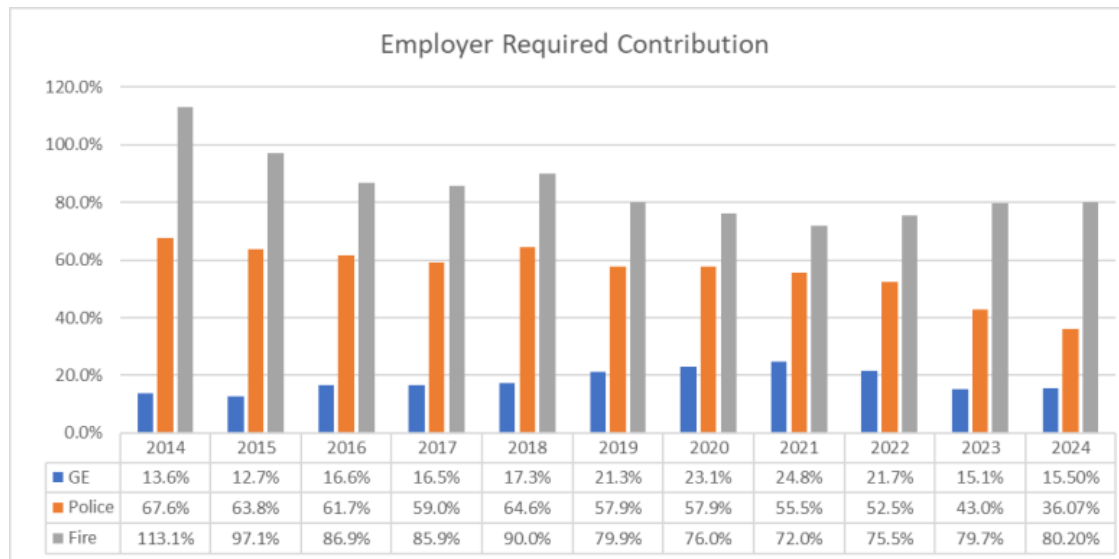
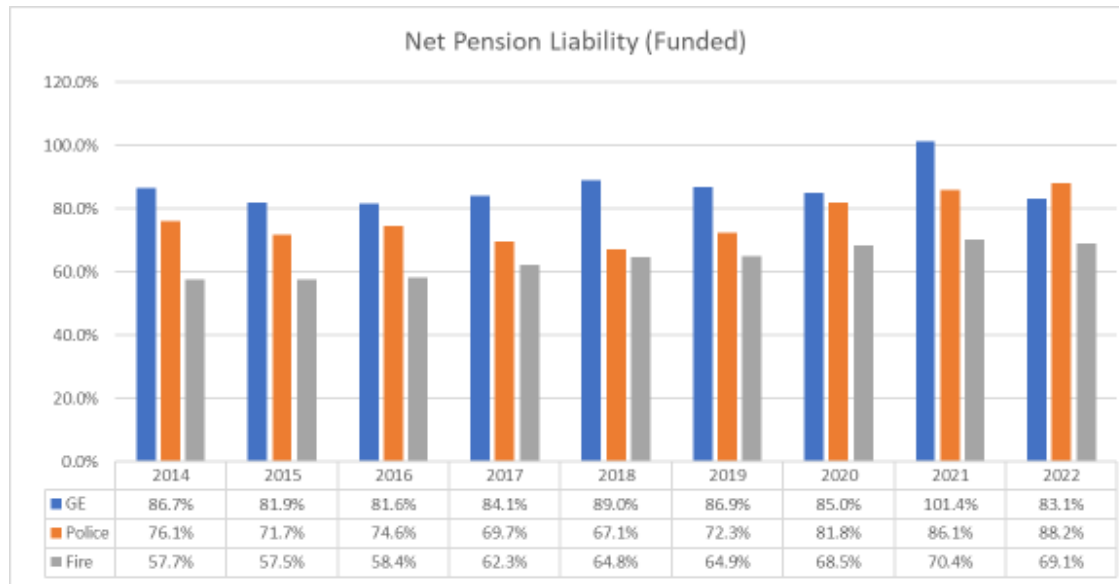
Historical Pension Market Values



- ◆ Note: Pensions are overseen by the three separate pension boards and the City has no direct responsibility of the pension plans.

Preliminary Unaudited

Additional Pension Data



Preliminary Unaudited

Draft FY25 Budget Calendar

- Budget Workshops:
 - Budget Parameters, Fleet, CIP, Capital Outlay – May 28th, 5:30 p.m.
 - Operating & Capital Budgets, Preliminary Revenue Projections – July 9th, 5:30 p.m.
 - Overall Budget Workshop – August 27th, 5:30 p.m. if required

- Meeting for Action Items:
 - Set Maximum Millage
 - Regular Council meeting July 16th, 6:30 p.m. Or
 - Special Council meeting July 23rd, 5:30 p.m.

- Public Hearings:
 - Tentative Budget and Millage Rates – September 4th, 5:30 p.m.
 - Final Budget and Millage Rates – September 18th, 5:30 p.m.

MAY 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2024						
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30						

JULY 2024						
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AUGUST 2024						
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SEPTEMBER 2024						
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22	23	24	25	26	27	28
29	30					

	Budget Workshops
	Special Council Meeting
	Regular Council Meeting



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (F16) Civil Service Board Appointments

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to nominate three members to the Civil Service Board for a three year term.

SUMMARY: The City's Civil Service Board was established to review appeals of certain personnel actions brought by employees covered by the Civil Service system who have the right to appeal. The three-member board shall serve a three-year term.

There are three vacancies on the Civil Service Board. John Junco, Debbie Connors, and Maria Mills-Benat have volunteered to serve the City in this capacity.

PRESENTER: Robin Fenwick

ATTACHMENTS:

Tracee Cody	Created/Initiated - 11/21/2023
Robin Fenwick	Approved - 11/21/2023
Wayne Clark	Approved - 12/1/2023
Tracee Cody	Final Approval - 12/1/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/12/2023

SUBJECT: (G17) Second Reading - Ordinance No. 2023-18 - Land Development Code Amendment/Chapters 2, 3, 9, and 10 - Code Clean-Up Amendment (CASE NO.: DCAM-23-0002)

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-18.

SUMMARY: Planning Commission Action (10/26/23): Recommended approval (6-0)

Over the past several years, staff has been updating the Land Development Code (LDC) in phases. Prior amendments included updates to sign regulations, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, site plan, and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation, and others.

The proposed amendments are intended to improve and update the content of the existing code as part of an ongoing maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, update information, or address problems or issues encountered when applying the code.

Major Development (CHAPTER 3): The proposed amendment clarifies that a Master Development Agreement and Conceptual Development Plan (CDP) proposed for the Planned Community—Agricultural (PC-A) or Planned Community—Port Orange Riverwalk (PC-R) zoning districts and an amendment to an approved MDA and CDP, as well as the currently listed Planned Unit Development (PUD) or Planned Commercial Development (PCD) districts, is a major development. A major development is a development application that goes through the Staff Development Review Committee (SDRC) process and the public hearing process. A previously approved amendment allowed an MDA and CDP to be approved by the City Council for property zoned PC-A or PC-R, but it was not added to the list of development applications required to go through the public hearing process located in Chapter 3 of the LDC. The proposed amendment does not change the development applications that go before the Planning

Commission and City Council; it just lists them in one location of the LDC.

Resubmittal Timeframes for Development Applications (CHAPTER 3): The proposed amendment would extend the number of days allowed for resubmittal of development applications back to the City. Based on feedback from professional engineering firms that frequently submit development applications to the City for review, the current resubmittal timeframes do not provide sufficient time to revise plans to address technical comments, especially if additional survey work, data analysis, or plans are required to be prepared or provided by other disciplines (Traffic Engineer, Surveyor, Biologist, Architects, etc.).

Currently, the LDC allows a 60-day resubmittal timeframe to address comments provided at the SDRC meeting, and any resubmittal after the initial resubmittal must be made to the City within 30 days of receiving a comment letter. The proposed amendment would allow a 120-day resubmittal timeframe after an SDRC meeting, and any resubmittal after the initial resubmittal must be made to the City within 60 days of receiving a comment letter. Staff surveyed other cities within Volusia County, and the proposed number of days to resubmit is generally consistent with timeframes used by others.

Staff Development Review Committee (CHAPTER 3): The LDC currently establishes the requirements for meetings and membership of the Staff Development Review Committee (SDRC). The SDRC consists of city staff from various city divisions or departments that provide technical reviews for development applications (site plans, subdivisions, amendments to a PUD or PCD, or a new PUD or PCD) to ensure compliance with the LDC, Code of Ordinances, Florida Building Code, and County-wide minimum standards. Due to the recent reorganization of city divisions and departments, the proposed amendment clarifies what constitutes a quorum of the SDRC, updates the divisions and departments that make up the SDRC, and ensures the necessary city departments and divisions provide technical review of development applications and are present at SDRC Meetings.

Minor Engineering Permit (MEP) & Consolidation of Permits - (CHAPTERS 2, 9, AND 10): The LDC currently includes a reference to a Change of Grade Permit. According to the LDC, a Change of Grade Permit is to be used to permit the regrading of a site. The proposed amendment renames the Change of Grade Permit as a Minor Engineering Permit (MEP) and establishes the work that can be approved under an MEP. An MEP can be used to permit limited site work other than site grading; it can be used for minor site work such as limited clearing and grubbing, filling and excavation, sidewalks, driveways, pavement repairs or overlays, minor drainage improvements (addition of or repair to swale, repair to berms, pipes, culverts, etc.), ADA parking improvements, and other minor site work that does not require a Site Plan. A MEP application requires the submittal of a survey, engineered design plans, and other construction details as appropriate based on the scope of work. There have been requests for this type of permit, specifically related to redevelopment projects on the City's east side, so businesses can make minor improvements on sites without the full expense of having a Site Plan prepared.

The LDC includes a reference to a Stormwater Management Permit and a Wetlands Alteration Permit. In a review of past development permits submitted over the last 20

years, there is no record of a Stormwater Management Permit or Wetlands Alteration Permit being submitted or issued by the City. The review of a stormwater management system or alterations of wetlands has historically been reviewed as part of a development permit for a site plan or subdivision, not a separate stand-alone permit. To be in line with the current practice of permitting stormwater systems and alterations of wetlands, the proposed amendment states that these activities are to be reviewed and approved through a site plan or subdivision development application, which the SDRC reviews for compliance with all applicable codes. The proposed amendment does include language that a Minor Engineering Permit could be submitted if there is a need to review the design of a stormwater system or alterations of wetlands that are not associated with a site plan or subdivision development application. The proposed amendment does not change any current development requirements in the LDC related to permitting a stormwater management system or alternations to wetlands.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2023-18	Ordinance No. 2023-18.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	Ord. 2023-18 Business Impact Estimate	Ord. 2023-18 Business Impact Estimate.pdf

Tracee Cody

Created/Initiated - 11/13/2023

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 3, 9, AND 10 RELATING TO DEFINITIONS AND INTERPRETATIONS, CLAIRFYING DEVELOPMENT APPLICATIONS CONSIDERED TO BE MAJOR DEVELOPMENTS; ADJUSTING RESUBMITTAL TIMEFRAMES; CLARIFYING REQUIREMENTS FOR MEETINGS AND MEMEBERSHIP OF STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC); RENAMING CHANGE OF GRADE PERMIT TO MINOR ENGINEERING PERMIT AND CLARIFYING WHAT IS INCLUDED; REMOVING OUTDATED REFERENCES TO STORMWATER MANAGEMENT PERMIT AND WETLANDS ALTERATION PERMIT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code ("Code") as part of an ongoing maintenance effort to make the Code and the development review process more efficient in its application as well as updated to respond to the current conditions in the community; and

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Minor Engineering Permit. An application for minor site work such as clearing and grubbing, filling and excavation, sidewalks, driveways, pavement repairs or overlays, minor drainage improvements, and other minor site work that is not otherwise incorporated into a Building Permit or Site Construction Permit.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 3 of the Land Development Code, to read as follows:

Chapter 3 – ADMINISTRATION

ARTICLE I: - CODE ADMINISTRATION

[No changes to Section 1 and 2]

Section 3: - Development plan review process.

(a) *Designation of plans as major or minor development.* For purposes of review and approval under this code, all plans shall be designated as minor development or major development as outlined below.

~~(1)~~ *Major development.* A development plan shall be designated as a major development if it meets one or more of the following criteria:

(a) The plan includes the final plat for the subdivision of land.

(b) The plan is a ~~required conceptual plan~~ for the rezoning to GPU, PUD or PCD district and the establishment of a new Master Development Agreement (MDA) and Conceptual Development Plan (CDP), the establishment of a new MDA and CDP in the PC-A or PC-R district, an amendment to an approved MDA or CDP, or is so deemed a major development in the ~~an existing approved MDA of the PUD or PCD.~~

(c) The plan is part of a larger development proposal or poses special development issues that require the additional review of a major development, as determined by the administrative official.

~~(2)~~ *Minor development.* A development plan shall be designated as a minor development if it fails to meet the criteria for major development and is not exempt from the requirement for a development order under section 2(b) above.

(b) *Pre-application conference.* Prior to submitting a development review application, the applicant shall meet with the administrative official or his/her designee(s), in order to verify the steps necessary for application and review and discuss potential issues regarding the development proposal. Comments made at the pre-application conference are intended to provide guidance and are nonbinding on the formal review of the development plans, except that an applicant may request a written confirmation of the designation of the proposal as a major or minor development.

(c) *Application for development plan review.* Applications for development plan review shall be made to the department utilizing the form provided by the department for that purpose, and accompanied by the appropriate review fee, as adopted by resolution of the city council. Application shall be accompanied by the appropriate number of proposed plans, as determined by the administrative official based upon the size and scope of the proposed development. Plans shall be signed and sealed by a registered engineer, architect, landscape architect, where required by this code. Plans shall be prepared according to the standards of this code.

~~(1) Review of application materials.~~ Within two working days of the receipt of an application, the department shall determine whether the submittal is complete. Incomplete submittals shall be returned to the applicant with the deficiencies noted in writing. ~~Re-application shall be accompanied by a re-application fee as adopted by resolution of the city council.~~

~~(2) Initiation of development review.~~ Once a completed application is submitted, it shall be scheduled for the next staff development review committee (SDRC) meeting, but no earlier than one week from the date that the application is deemed complete. The administrative official may waive the required SDRC meeting for certain development applications based on the size and scope of the proposed development.

(d) *Development review process.*

~~(1)~~ *Staff development review committee (SDRC).* All applications for MDA amendments, site plans, subdivisions, and the rezoning of property to PUD or PCD districts shall be reviewed by the SDRC, and members' comments shall be delivered and discussed at a regularly scheduled meeting. Formal comments of the SDRC shall be transmitted in writing to the applicant no later than three working days after the meeting.

~~(2)~~ *Minor development review.* Minor development projects may resubmit plans in response to the SDRC comments no later than ~~60~~120 calendar days after the original SDRC meeting review, or, unless otherwise extended in accordance with this section, the project shall be considered withdrawn. The resubmitted plans shall be reviewed by the appropriate SDRC members, based on the original findings, within ten working days of resubmittal. Based on the outcome of this second review, the administrative official shall take one of the following actions within 15 working days of resubmittal:

(a) If previous comments were not addressed, or the plan modifications result in additional code discrepancies, such comments shall be transmitted along with a reasonable deadline for resubmission based on the number and magnitude of outstanding issues. However, in no case shall resubmittal be accepted more than ~~30~~60 calendar days after the transmittal of comments, or, unless otherwise extended in accordance with this section, the project shall be considered withdrawn.

(b) If all comments are satisfactorily addressed, a development order shall be issued.

~~(3)~~ *Major development review.* Major development projects may resubmit plans in response to SDRC comments no later than ~~60~~120 calendar days after the original SDRC meeting review, or the project shall be considered withdrawn. The plans shall be reviewed by the appropriate SDRC members, based on the original findings, within ten working days of resubmittal. Based on the outcome of this second review, the administrative official shall take one of the following actions within 15 working days of resubmittal:

(a) If previous comments were not addressed, or the plan modifications result in additional code discrepancies, such comments shall be transmitted along with a reasonable deadline for resubmission based on the number and magnitude of outstanding issues. However, in no case shall resubmittal be accepted more than 60 calendar days after the transmittal of comments.

(b) If ~~Only~~ projects with minor outstanding technical and procedural comments remain, then the project shall be submitted by the department to the planning commission for consideration.

(a1) Planning commission action. The planning commission shall consider the development plans at a regularly scheduled meeting

and determine if they meet the requirements of this code. The applicant or an authorized agent thereof shall be present at the time of consideration by the planning commission. Upon consideration of the comments of the SDRC and public, the commission shall take one of the following actions:

(1a) Table or continue the consideration of the project until their next regularly scheduled meeting to allow for the resolution of outstanding issues.

(2b) Recommend that the proposed development plan be denied.

(3c) Recommend that the proposed development plan be approved.

(4d) Recommend that the proposed development plan be approved with conditions.

(5e) Approve or deny the proposed development plans in which the planning commission has final authority.

(b2) *City council approval.* The city council shall consider the development plans at a regularly scheduled meeting and determine if they meet the requirements of this code. Upon consideration of the comments of the department and public, and the recommendation of the planning commission, the city council shall take one of the following actions:

(1a) Table or continue the consideration of the proposed development plan to allow for the resolution of outstanding issues.

(2b) Deny the proposed development plan.

(3c) Approve the proposed development plan.

(4d) Approve the proposed development plan with conditions. Revised plans reflecting conditions of city council approval shall be submitted to the department within 30 days of the conditional approval. Plans and/or documents shall be reviewed by the department within ten

working days of resubmittal to determine compliance with those conditions.

(5e) Refer the proposed development plan back to the planning commission for further review and recommendation based on new or additional information or circumstances.

(e3) *Issuance of development order.* The department shall issue a development order within five working days of unconditional city council approval, or verification that city council conditions for approval have been met.

(e) *Failure to provide timely plan resubmission.* Failure to meet any of the resubmission deadlines cited above shall require applicant to pay ~~late~~extension fees or file a new application including the appropriate review fees, whichever is deemed applicable by the administrative official when considering the amount of time elapsed, whether a change in scope is proposed for the project, or whether any unforeseeable events have caused delay.

~~(1)(f)~~ *Extension of resubmittal deadlines.* The administrative official may extend the deadlines cited above upon request when warranted by unforeseeable events. A request for extension shall be filed in writing with the department, accompanied by the appropriate fee, as adopted by resolution of the city council, explaining the circumstances justifying the extension. An applicant may request a maximum of (2) two 60 calendar day extensions. Additional extensions beyond the two provided for herein may be considered by the administrative official if warranted due to unforeseeable events.

(fg) *Abated application.* An application shall be abated when the applicant fails to resolve pending conditions for the issuance of a development order for six consecutive months from the date of the last official written communication from community development to the applicant. The administrative official shall issue a notice of abated application to the applicant which shall include reference to the abandoned application provision, set forth in subsection (gh) of this section. Any submittal after the issuance of a notice of abated application shall require applicant to pay a resubmittal fee. Any submittal after the issuance of the notice of abated application shall comply with any amendments to this code or any other applicable federal or state law or regulation subsequent to the last review of the application.

(gh) *Abandoned application.* An application shall be considered abandoned when the applicant fails to resolve pending conditions for the issuance of a development order for an additional six consecutive months from the date of the notice of abated

application issued by community development to the applicant, in accordance with subsection (fg) of this section. The administrative official shall issue a notice of abandoned application to the applicant. Any submittal after the issuance of the notice of abandoned application shall constitute a new application and shall include the appropriate review fees.

[No changes to the remaining Sections 4 through 7.3]

[No changes to Article II]

Article III – BOARDS AND COMMISSIONS ZONING DISTRICT REGULATIONS

Section 9: - Staff development review committee (SDRC).

There is hereby created the staff development review committee (SDRC) to provide technical review for all applications for development approval and grant final approval for development plans when authorized by this code.

(a) *Meetings.* The SDRC shall hold regularly scheduled meetings at least once a month unless there are no applications requiring review at that time. A schedule of regular meetings shall be made available in the department. A special meeting may be called by the ~~chairman~~chairperson to allow extra time for the review of large or complex applications that have been submitted by the appropriate deadline for the next regularly scheduled meeting. SDRC meetings shall be open to all interested persons for the review of formal development applications.

(1) *Quorum.* A quorum of the SDRC, necessary to conduct any business, shall consist of three members.

(2) *Minutes.* The SDRC shall keep minutes of all its meetings, as required by law. The minutes shall record the attendance of its members and shall be a public record.

(b) *Membership and organization.* The SDRC shall be chaired by the administrative official or his/her designated representative. In addition to the chairperson, the SDRC shall be composed of representatives from the following city departments or divisions: building, engineering, the planning division, public utilities, and the city attorney's office. When deemed appropriate required by the administrative official or his/her designated representative, the SDRC may expand to include the following review by other city departments or divisions. : risk management, fire, police, and public works. ~~The SDRC shall be chaired by the administrative official or his/her designated representative.~~

[No changes to the remaining Sections 10 through 12]

SECTION 3. The City Council of the City of Port Orange hereby amends Chapter 9 of the Land Development Code, to read as follows:

Chapter 9 - ENVIRONMENTAL PROTECTION

ARTICLE I: - WETLANDS PROTECTION

[No changes to Section 1]

Section 2: - Permit requirements for wetland alteration.

It is hereby unlawful for any person to engage in any activity which will remove, fill, drain, dredge, clear, destroy, or alter any wetland or buffer, without obtaining a ~~wetlands alteration~~ minor engineering permit or a development plan approval.

[No changes to subsections (a) and (b)]

(c) *Permit issuance.* All permits shall be deemed to incorporate the general and specific conditions of permits issued by federal, state or regional agencies that are within the substantive purview of this article. Where such permits are deemed to completely address the requirements of this article, there may be no additional conditions placed by the city. ~~The city may withhold issuance of a city permit until any or all such other permits are issued.~~ Issuance of a development permit pursuant to a development order shall be considered to include the issuance of the related wetlands alteration ~~permit~~.

On applications not tied to development projects requiring development plan approval, the city shall have two weeks to determine the sufficiency of the application. The applicant shall be notified in writing of any discrepancies in the application. Once a complete application is accepted, the city shall have 30 days to review the application, and to approve, approve with conditions, or disapprove the permit.

Section 3: - Wetlands protection standards.

Application for a ~~wetlands alteration~~ minor engineering permit shall meet the following wetlands protection standards:

[No changes to subsections (a) through (d)]

[No changes to the remaining Sections 4 thru 8]

ARTICLE II: - TREE PRESERVATION

[No changes to Sections 9 and 9.5]

Section 10: Permit requirements for tree removal.

[No changes to subsection (a)]

(b) It is hereby unlawful for any person to change or modify the grade of any land without obtaining a ~~change of grade~~ minor engineering permit in accordance with the provisions of chapter 10, article I. Where both clearing and changing of grades are proposed, the permit requirements of chapter 10, article I shall apply, in addition to the standards of this article.

[No changes to the remaining subsection (c) and (d)]

[No changes to the remaining Sections 11 through 22.6]

ARTICLE III: - SHORELINE PROTECTION REGULATIONS

[No changes to Sections 23 through 25]

Section 26: - General shoreline development standards.

(a) New development or substantial improvements to existing development at a shoreline shall apply for a ~~wetlands alteration~~ permit from the city and receive approval of this application from the administrative official.

[No changes to subsection (b)]

[No changes to the remaining Sections 27 through 30]

SECTION 4. The City Council of the City of Port Orange hereby amends Chapter 10 of the Land Development Code, to read as follows:

Chapter 10 - CLEARING, GRADING, AND STORMWATER

ARTICLE I: - CLEARING AND GRADING

[No changes to Section 1]

Section 2: - Permit requirements for change of grade.

It is hereby unlawful for any person to change or modify the grade of any land

without obtaining a ~~change of grade~~ minor engineering permit in accordance with the provisions of this chapter or development plan approval, as appropriate. The following procedure shall apply for unsubdivided property or subdivided lots with no approved development or building plan. However, the provisions of article II of this chapter shall supersede the following for those activities requiring a ~~stormwater management~~ minor engineering permit or development plan as reflected in article II of this chapter.

[No changes to subsections (a) and (b)]

[No changes to Sections 3 and 4]

Section 5: - Required erosion and sediment control measures.

[No changes to introductory text or subsections (a) through (c)]

(d) *Design requirements.* Erosion and sediment control plans (ESCPs) shall be designed according to the following provisions:

(1) Grading, erosion control practices, sediment control practices, and waterway crossings shall meet the design criteria as set forth in the ~~2006~~ latest edition, ~~as updated from time to time~~, of the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual, available from the Florida Department of Environmental Protection, and the city's standard construction details. The ESCP shall be adequate to prevent transportation of sediment from the site to the satisfaction of the city. Cut and fill slopes shall not exceed a 4:1 slope ratio, except as approved by the city to meet other community or environmental objectives.

[No changes to subsections (2) through (8)]

[No changes to Sections 6 and 7]

ARTICLE II: - STORMWATER MANAGEMENT

[No changes to Section 8]

Section 9: - Prohibitions and exemptions.

(a) *Prohibitions.* No person may develop or make any change in the use of land or construct a structure or change the size of a structure, except as exempted herein, without first obtaining a ~~stormwater management~~ development permit as provided herein. For the purpose of this article, the following development may potentially alter or disrupt existing stormwater runoff patterns, and as such, will, unless exempted below, require a permit prior to the commencement of construction:

[No changes to the remainder of subsection (a) and subsection (b)]

Section 10: - Stormwater management ~~permit~~ review.

An application for a ~~stormwater management~~minor engineering permit shall be filed, processed and approved in the following manner:

[No changes to subsections (a) and (b)]

(c) ~~Stormwater~~Minor engineering permit application and review. Application shall be made directly to the department.

[No changes to subsections (1) through (3)]

[No changes to Section 11]

Section 12: - Issuance of development permits.

Upon notification by the city of the determination of the SDRC, the department will immediately notify the applicant of that determination.

(a) *Issuance of ~~stormwater management~~development permit.* Upon the satisfaction of any approval conditions, and presentation of any other required county, regional, state, or federal agency permits required for the proposed construction, the department shall issue the ~~stormwater management~~ development permit.

[No changes to subsection (b)]

[No changes to Section 13]

Section 14: - Enforcement.

Any changes or amendments to the approved plans must be approved by the department. If the completed development appears to deviate from the approved plans the department may require the developer to submit as-built plans of the completed project. In consideration of the city's review and approval of plans, the owner or his agent shall grant city inspectors inspection rights and right-of-entry privileges in order to ~~insure~~ensure compliance with the requirements of this article.

[No changes to subsections (a) and (b)]

[No changes to Section 15]

ARTICLE III: - ILLICIT CONNECTIONS AND DISCHARGES TO THE CITY'S

SEPARATE STORM SEWER SYSTEM (MS4)

[No changes to Sections 16 through 24]

Section 25: - Notification of spills.

[No changes to subsections (a) and (b)]

(c) In the event of a release of nonhazardous materials, and in addition to all other legally required notices, the person shall notify the city's department designated by the City Manager ~~of community development in person or by phone or facsimile in writing~~ no later than the next business day. ~~Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the city's department Of community development within three business days of the phone notice.~~

[No changes to subsections (d) or (e)]

Section 26: - Violations, enforcement and penalties.

[No changes to subsections (a) through (c)]

(d) *Immediate suspension due to illicit discharges in emergency situations.* The city's ~~community development engineer~~ department designated by the City Manager shall, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, watercourses, or receiving waters. If the violator fails to comply with a suspension order issued in an emergency, the city shall take such further steps as deemed necessary to prevent or minimize damage to the MS4, watercourses or receiving waters, or to minimize danger to persons, with all costs and expenses thereof borne by the violator.

[No changes to subsection (e)]

[No changes to the remaining Sections 26 through 32]

SECTION 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. 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 7. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 8. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 9. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



STAFF REPORT

CASE NO. DCAM-23-0002

LDC Amendment/Chapters 2, 3, 9, and 10

REQUEST:	To amend Chapters 2, 3, 9, and 10 of the Land Development Code (LDC) that include clarifications and minor changes that are simple clean-up items that make the development review process more efficient.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommend Approval 6-0 (October 26, 2023)
CITY COUNCIL:	November 14, 2023

INTRODUCTION

Over the past several years, staff has been updating the Land Development Code (LDC) in phases. Prior amendments included updates to sign regulations, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, site plan, and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation, and others.

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments are intended to improve and update the content of the existing code as part of an ongoing maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, update information, or address problems or issues encountered when applying the code.

AMENDMENT #1: DEVELOPMENT REVIEW PROCESS (CHAPTER 3)

Major Development: The proposed amendment clarifies that a Master Development Agreement and Conceptual Development Plan (CDP) proposed for the Planned Community—Agricultural (PC-A) or Planned Community—Port Orange Riverwalk (PC-R) zoning districts and an amendment to an approved MDA and CDP, as well as the currently listed Planned Unit Development (PUD) or Planned Commercial Development (PCD) districts, is a major development. A major development is a development application that goes through the Staff Development Review Committee (SDRC) process and then through the public hearing process. A previously approved amendment allowed an MDA and CDP to be approved by the City Council for property zoned PC-A or PC-R, but it was not added to the list of development applications required to go through the public hearing process located in Chapter 3 of the LDC. The proposed amendment does not change

the development applications that go before the Planning Commission and City Council; it just codifies the development applications required to go before the Planning Commission and City Council in one location of the LDC.

Resubmittal Timeframes: The proposed amendment would extend the timeframes or number of days an applicant for a development application has to resubmit their application back to the city. Based on feedback from professional engineering firms that frequently submit development applications through the City's development review process, the current resubmittal timeframes do not adequately provide sufficient time to revise plans to address technical comments, especially if additional survey work or data analysis is required by other disciplines (Traffic Engineering, Biologist, Architects, etc.). Currently, the LDC allows a 60-day resubmittal timeframe to address comments provided at the SDRC meeting. Any resubmittal after the initial resubmittal must be made within 30 days of receiving the resubmittal comment letter. The proposed amendment would allow for a 120-day resubmittal timeframe after the initial application submittal and SDRC meeting technical comments are provided and a 60-day resubmittal timeframe for any resubmittal required after the initial resubmittal. The amendment also clarifies that the resubmittal timeframes are calendar days, and a project is considered withdrawn if the resubmittal deadline is not met without a written extension request. The proposed amendment also adds a limit of two (2) resubmittal deadline extensions but maintains language to approve additional extensions if warranted due to unforeseeable events. There is no change to the 60-day timeframe for each extension. Staff surveyed other cities within the County, and the proposed resubmittal deadlines are generally consistent with timeframes used by others.

Staff Development Review Committee: The LDC currently establishes the requirements for meetings and membership of the Staff Development Review Committee (SDRC). The SDRC consists of city staff from various city divisions or departments that provide technical reviews for development applications (site plans, subdivisions, amendments to a PUD or PCD, or a new PUD or PCD) to ensure compliance with the Land Development Code, Code of Ordinances, Florida Building Code, and County-wide minimum standards.

Due to the recent reorganization of City divisions and departments, the proposed amendment clarifies what constitutes a quorum of the SDRC, updates the divisions and departments that make up the SDRC, and ensures the necessary city departments and divisions provide technical review of development applications and are present at SDRC Meetings.

AMENDMENT #2: MINOR ENGINEERING PERMIT (CHAPTERS 2, 9 AND 10)

Minor Engineering Permit (MEP): The LDC currently includes a reference to a Change of Grade Permit. According to the LDC, a Change of Grade Permit is limited to regrading a site. The proposed amendment renames the Change of Grade Permit as a Minor Engineering Permit (MEP) and establishes the work that can be approved under an MEP. An MEP can be used to permit limited site work other than site grading; it can be used for minor site work such as limited clearing and grubbing, filling and excavation, sidewalks, driveways, pavement repairs or overlays, minor drainage improvements (addition of or repair to swale, repair to berms, pipes, culverts, etc.), ADA parking improvements, and other minor site work that does not require a Site Plan. A MEP application requires the submittal of a survey, engineered design plans, and other construction details as

appropriate based on the scope of work. There have been requests for this type of permit, specifically related to redevelopment projects on the east side of the city, so businesses can make minor improvements on sites without the full expense of having a Site Plan prepared.

The LDC includes a reference to a Stormwater Management Permit and a Wetlands Alteration Permit. In a review of the past development permits submitted or approved over the last 20 years, there is no record of a Stormwater Management Permit or Wetlands Alteration Permit being received or issued by the city. The review of a stormwater management system or alterations of wetlands has historically been reviewed as part of a development permit for a site plan or subdivision, not a separate stand-alone permit. The proposed amendment does **not** change any current development requirements in the LDC related to permitting a stormwater management system or alternations to wetlands.

Therefore, to be in line with the current practice of permitting stormwater systems and alterations of wetlands, the proposed amendment states that these activities are addressed as part of the review for a site plan or subdivision development application, which the SDRC reviews for compliance with all applicable codes. The proposed amendment also includes language that a Minor Engineering Permit could be submitted if there is a need to review the design of a stormwater system or alterations of wetlands outside of a development application.

RECOMMENDATION

Approval of the amendments to Chapters 2, 3, 9, and 10 of the Land Development Code.

ATTACHMENT

Exhibit 1 – Proposed amendment to Chapters 2, 3, 9, and 10 of the Land Development Code (See Ordinance Exhibit)



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Ordinance No. 2023-18 - LDC Amendment/Chapters 2, 3, 9, and 10 - Code Clean-Up Amendment

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance (2023-18) amends Chapters 2, 3, 9, and 10 of the Land Development Code (LDC) and is intended to improve and update the content of the existing code as part of an ongoing maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, update the permitting process, or address issues encountered when applying the code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance cost to businesses are estimated by Ordinance 2023-18

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new charges or fees to businesses or for which businesses will be financially responsible are estimated by Ordinance 2023-18

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

No new regulatory cost, including revenues from any new charges or fees to cover such cost to businesses, are estimated by Ordinance 2023-18

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are estimated to be impacted by Ordinance 2023-18

4. Additional information the governing body deems useful² (if any):

N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.