



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 20, 2024

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 Father Karl Bergin of Catholic Church of the Epiphany
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 6, 2024 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 5 with Mead & Hunt, Inc. under the Master Contract for Professional Engineering Services (CA7761) for the Police Department Generator Replacement construction, engineering, and inspections services
 - b. Approval of Task Authorization No. 12 under the Master Contract for Engineering Services with Kimley-Horn and Associates, Inc. (CA7763) for the Leisure Circle Sanitary Sewer Replacement Project
 - c. Approval of Lease Extension with Cellco Partnership d/b/a Verizon Wireless for a communication tower (VZW 132567) on city property located within Cambridge Acres
 - d. Approval of Amendment No. 1 to Brightview Service Contract (CA8197) for ITB 23-03

8. Approval of a Major Special Event Permit for Bike Week 2024 for Daytona's Original First Turn at 5164, 5204, and 5236 S. Ridgewood Avenue
9. Approval of a Major Special Event Permit for Bike Week 2024 for The Doghouse Bar and Grill at 3400 S. Nova Road
10. Approval of Memorandum of Understanding with International Union of Police Association (IUPA) and Police Benevolent Association Lieutenants (PBA Lts.) Regarding Retroactive Intent of the Line of Duty Death Benefit
11. Resolution No. 24-02 - Statewide Mutual Aid Agreement for Emergency Management

C. PUBLIC PARTICIPATION (Agenda)

12. Volusia League of Cities Presentation by League President Mayor Lois Paritsky

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

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Citizen Advisory Committee for TPO
15. Parks & Recreation Advisory Board Report
16. Parks & Recreation Advisory Board Appointments (x5)

G. REGULAR AGENDA

17. Approval to submit the proposed project list for the River To Sea TPO 2024 Transportation Improvement Program Priority List

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

J. ADJOURNMENT

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



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



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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 6, 2024

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 Reverend Melissa Frantz of Daytona Beach Drive In Christian Church

Pledge of Allegiance

Roll Call

Present:

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

Also Present:

City Manager, Wayne Clark
City Attorney, Matt Jones
Deputy City Clerk, Tracee Cody

RECOGNITION AND PROCLAMATIONS

4. Donation from Jane Taylor to Port Orange Police K-9 Unit for Stealth Fighter K-9 Ballistic Vests

Police Chief Manny Marino, along with Officer Jarrad Alevisatos and his K-9 partner Officer Niko, recognized Jane Taylor for her thoughtful and generous donation of the Stealth Fighter K-9 Ballistic Vests for the K-9 unit.

5. World Encephalitis Day Proclamation

Mayor Don Burnette read the proclamation for World Encephalitis Day and presented it to Kat Atwood. Mrs. Atwood briefly spoke about the disease and being affected.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

Robert Reinhausen, resident, commented on Item 9b that he doesn't see any significant public interest in leasing riverfront property to the Riverside Pavilion Association. He believes the lease should terminate, buy the structure back in accordance with the lease and offer the lease and the land back to the Association for the current fair market price of prime riverfront property.

7. Agenda Approval

There were no changes requested by Council.

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

8. Approval of Minutes

- a. January 9, 2024 - Regular City Council Meeting

9. Bid Awards and Contract Items

a. Approval of the Amendment and Extension of the Post-Closing Occupancy Agreement for 5797 Devon Street

b. Approval of Third Amendment to the Lease Agreement with Riverside Pavilion Association, Inc.

c. Approval of Lease Extension with Clear Channel Outdoors for property located on I-4 for an outdoor advertising sign

d. Ratification of the Approval of FDOT State-Funded Grant Agreement Time Extension No. 2 to Contract G1X03 for the St. John's River to Sea (SJR2C) Loop Trail SUN Trail design

e. Approval of Change Order No. 4 for Task Authorization No. 9 to TEDS/Stamley Consultants (SUN Trail design)

f. Approval of Task Authorization No. 6 with Mead & Hunt for Wellfield Consumptive Use Permit Monitoring

g. Approval for Standard Contract for Services with Danus Utilities, Inc. for Lift Station Repairs

10. Resolution No. 23-65 - Amending 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

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

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Kristin Johansson, Chair of the Workforce Development Committee at the Port Orange/South Daytona Chamber of Commerce, spoke about the upcoming career fairs and other events.

Skip Simmons, resident and Executive Director of No Longer Fatherless non-profit organization, spoke about their mission and looking for interested mentors.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Vice Mayor Scott Stiltner spoke about past practices allowing the use of golf carts in the Cypress Head Golf Course community. Matt Jones, City Attorney, clarified that the City Ordinance does not designate golf carts on any private roads and that there would need to be an official legislative act from Council to make them allowed in the Cypress Head community. Mayor Burnette instructed Mr. Jones to draft an Ordinance for possible adoption and place it on a future agenda to be considered.

Vice Mayor Stiltner also suggested co-hosting, along with the POSD Chamber of Commerce, a job fair with businesses that need immediate hires for high school graduates (at the Rec or Chamber in May). He would like city staff and Council to find businesses hiring and to spread the word. Council agreed with this idea.

Councilman Tracy Grubbs thanked Jane Taylor for her donation. He also spoke about ponds within the city, city pumps, and groundwater and would like to educate residents on how the city staff is diligently working to try and avoid flooding.

Mayor Burnette announced a Town Hall meeting will be on February 22 and that residents can come and speak with staff. Mayor Burnette asked for an update on the derelict vessels and Chief Marino provided a brief status report.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

12. Environmental Advisory Board Report

Kristine Cunningham, Chair of the Environmental Advisory Board, provided details from their recent meeting. Of note, the board received a grant for a watergoat and it will be installed soon to prevent trash from getting into the Halifax River.

ADDITIONAL ITEMS

13. City Attorney

There was nothing further.

14. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

15. City Council Committee Reports

a. River to Sea TPO - Councilman Reed Foley

Councilman Reed Foley provided details from their recent meeting.

b. Arthaus - Councilman Tracy Grubbs

Councilman Tracy Grubbs has not attended a meeting yet and had nothing to report.

ADJOURNMENT – 7:32 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (B7a) Approval of Task Authorization No. 5 with Mead & Hunt, Inc. under the Master Contract for Professional Engineering Services (CA7761) for the Police Department Generator Replacement construction, engineering, and inspections services

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 5 with Mead & Hunt, Inc. under the Master Contract for Professional Engineering Services for the Police Department Generator Replacement construction, engineering, and inspections services and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The Engineering Department is requesting approval of Task Authorization No. 5 under the Master Contract for Professional Engineering Services as it relates to the Police Department Generator Replacement construction, engineering, and inspections services in the amount of \$85,332.

This project involves the demolition of the two (2) existing generators which are at the end of their useful life and the installation of two (2) new permanent diesel generators, a docking station, automatic transfer switch (ATS), parking lot improvements, generator appurtenances, existing gas utility modifications, concrete modifications, and associated electrical and instrumentation upgrades at the Police Department. The design for construction of the improvements and installation of the new generators is complete, and the new generators have been ordered directly from the manufacturer, Ring Power Corp (PO-003083). The delivery date for the new generator sets is scheduled for July 2024 and the installation will be put out for bid in Spring 2024 in order to have a contractor on board prior to the generator delivery. This Task Authorization is for engineering services during construction and construction inspections for the improvements.

The term of the project is 465 days from the issuance and execution of the Notice to Proceed.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Mead and Hunt Inc. Task Authorization No 5 - PD Generator Replacement Construction Engineering and Inspection Services	Mead and Hunt Inc. Task Authorization No 5 - PD Generator Replacement Construction Engineering and Inspection Services.pdf
2.	PO Police Dept Generator CEI Proposal	PO Police Dept Generator CEI Proposal.pdf
3.	Mead and Hunt Contract CA7761	Mead and Hunt Contract CA7761.pdf
4.	Mead & Hunt, Inc. All 7.1.2024	Mead & Hunt, Inc. All 7.1.2024.pdf

Julia Wiggins	Created/Initiated - 1/16/2024
Richard Colby	Approved - 1/16/2024
Junos Reed	Approved - 1/22/2024
John McKinney	Approved - 1/23/2024
Matthew Jones	Approved - 2/6/2024
Wayne Clark	Approved - 2/8/2024
Tracee Cody	Final Approval - 2/8/2024

TASK AUTHORIZATION NO. 5
Master Contract for Professional Engineering Services for
Public Works, Utilities and Environmental Services
dated January 18, 2022,
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc.**, Florida corporation, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide Construction, Engineering and Inspection Services relating to the Police Department Generator Replacement and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "5."**

3. Engineer shall complete the services to be provided herein within **465** days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **\$85,332.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

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

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

or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

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

Witnesses:

MEAD AND HUNT, INC.

Printed Name: _____

By: _____
Brad Blais, Vice President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 8 Pages



November 17, 2023

Junos Reed, PE
City Engineer
City of Port Orange
1000 City Center Circle
Port Orange FL, 32129

Email: jureed@port-orange.org

Subject: Police Department Generator Replacement CEI Scope of Services

Dear Junos:

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for construction, engineering, and inspection (CEI) services for the Police Department Generator Replacement. CEI services include contract administration, part time inspection, and engineer of record (EOR) services.

Thank you for this opportunity to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, PE
Vice President/Market Leader

A blue ink signature of Noah Adamoski.

Noah Adamoski
Construction Services Supervisor

BTB/NA;bf

Enclosure: Scope of Services

cc: Steve Parnell

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
POLICE DEPARTMENT GENERATOR REPLACEMENT
CEI SERVICES**

This Task Order is in conformance with the Master Contract for Professional Engineering Services for Public Works, Utilities and Environmental Services dated January 18, 2022, between the City of Port Orange (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project is located at the City of Port Orange's Police Department located off Clyde Morris Boulevard. The project involves the demolition of two (2) existing police department generators and installation of two (2) permanent diesel generators, docking station, automatic transfer switch (ATS), parking lot improvements, staircase and platform, generator appurtenances, existing gas utility modifications, concrete modifications, and associated electrical and instrumentation upgrades. It is understood that the major equipment listed above has an approximate lead time of 65 weeks upon approved shop drawings with Ring Power Corp.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated twelve-month project duration. The PM will manage the development of project work and subconsultant efforts.

PHASE 2 – CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

MEAD & HUNT will provide the following CEI services to the OWNER:

Updated Issued for Bid Drawings

MEAD & HUNT will prepare updated "Issued for Bid" drawings based on the received generator, ATS, and docking station submittal received from the City.

Deliverables – Issued for Bid Documents

- Updated Issued for Bid Drawings

Issued for Construction Documents

MEAD & HUNT will prepare conformed drawings and technical specification “Issued for Construction” by incorporating bidder questions and addendums and provide those to the OWNER (in electronic format) for inclusion in the Contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting

MEAD & HUNT will coordinate and preside over one (1) in-person pre-construction meeting with the OWNER, Contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to all invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings

MEAD & HUNT will coordinate and preside over eight (8) in-person construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees. The number of progress meetings is less than the monthly project count due to anticipated lead times where construction activity will be limited.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals

MEAD & HUNT will receive, review, and respond to up to three (3) Ring Power submittals and resubmittals. MEAD & HUNT will receive, review, and respond to up to fifteen (15) Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above. MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within fourteen (14) calendar days of receipt of the submittal. Contractor requests for substitute materials and/or

equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the OWNER.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to three (3) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to two (2) field order's, requests for proposals (RFP's), and change orders in coordination with the OWNER. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the OWNER.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to twelve (12) monthly payment applications from the Contractor and provide a written recommendation for payment to the OWNER based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

Site Visits

MEAD & HUNT will conduct up to three (3) site visits during construction to monitor construction and compliance with the construction contract documents.

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a Resident Project Representative (RPR) for construction observation and documentation for an anticipated twelve (12) weeks of construction activity. At this time, the needed construction observation efforts are estimated to be eight (8) hours per week. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs.

The RPR will observe the construction activities, review conformance with contract documents, and observe quality assurance testing. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs

PHASE 4 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punch list items at both substantial and final walkthroughs and verify completion of punch list items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punch list items (electronic PDF format)
- Final completion punch list items (electronic PDF format)

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. MEAD & HUNT will prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to the OWNER.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format)
- Record Drawings (Electronic PDF and AutoCAD Format)

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, mileage, lodging, etc. Items included in this phase will be billed at actual cost plus 15%.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Preliminary Design
- Easement Acquisition
- Design Services
- Permitting
- Geotechnical Engineering
- Special Studies
- Land Surveying
- Subsurface Utility Exploration
- Laboratory Services
- Value Engineering
- Redesign per Owner or Contractor
- Investigations
- Funding Assistance
- Environmental
- Professional Services Acquisition Assistance
- Completed Project Assessment
- Site Security
- Fire Protection
- Zoning Modifications

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Construction Phase</i>	<i>240 days</i>	<i>OWNER award to Contractor</i>
<i>Phase 3 – Construction Observation</i>	<i>90 days</i>	<i>Contractor start construction and Owner agreed upon date</i>
<i>Phase 4 – Project Closeout</i>	<i>30 days</i>	<i>Substantial completion by contractor</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is \$85,332.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$10,676</i>	<i>Lump Sum</i>
<i>Phase 2 – Construction Engineering and Inspection (CEI) Services</i>	<i>\$44,196</i>	<i>Lump Sum</i>
<i>Phase 3 – Construction Observation</i>	<i>\$11,232</i>	<i>Time & Expenses</i>
<i>Phase 4 – Project Closeout</i>	<i>\$18,728</i>	<i>Lump Sum</i>
<i>Subtotal</i>	\$84,832	
<i>Phase 5 – Subconsultants/Reimbursables</i>	<i>\$500</i>	<i>Actual cost plus 15%</i>
TOTAL	\$85,332	

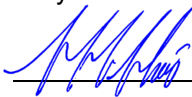
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF PORT ORANGE

Approved by: MEAD & HUNT, INC.

By: See Page 4 of Task Authorization No. 5

By: 

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Market Leader

The above person is authorized to sign for Owner and bind the Owner to the terms hereof.

Date: _____

Date: November 17, 2023

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT
BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Junos Reed, PE
November 17, 2023
Page 8

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rphenwick@port-orange.org.



November 17, 2023

Junos Reed, PE
City Engineer
City of Port Orange
1000 City Center Circle
Port Orange FL, 32129

Email: jureed@port-orange.org

Subject: Police Department Generator Replacement CEI Scope of Services

Dear Junos:

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for construction, engineering, and inspection (CEI) services for the Police Department Generator Replacement. CEI services include contract administration, part time inspection, and engineer of record (EOR) services.

Thank you for this opportunity to be of service. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, PE
Vice President/Market Leader

A blue ink signature of Noah Adamoski.

Noah Adamoski
Construction Services Supervisor

BTB/NA;bf

Enclosure: Scope of Services

cc: Steve Parnell

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
POLICE DEPARTMENT GENERATOR REPLACEMENT
CEI SERVICES**

This Task Order is in conformance with the Master Contract for Professional Engineering Services for Public Works, Utilities and Environmental Services dated January 18, 2022, between the City of Port Orange (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project is located at the City of Port Orange's Police Department located off Clyde Morris Boulevard. The project involves the demolition of two (2) existing police department generators and installation of two (2) permanent diesel generators, docking station, automatic transfer switch (ATS), parking lot improvements, staircase and platform, generator appurtenances, existing gas utility modifications, concrete modifications, and associated electrical and instrumentation upgrades. It is understood that the major equipment listed above has an approximate lead time of 65 weeks upon approved shop drawings with Ring Power Corp.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated twelve-month project duration. The PM will manage the development of project work and subconsultant efforts.

PHASE 2 – CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

MEAD & HUNT will provide the following CEI services to the OWNER:

Updated Issued for Bid Drawings

MEAD & HUNT will prepare updated "Issued for Bid" drawings based on the received generator, ATS, and docking station submittal received from the City.

Deliverables – Issued for Bid Documents

- Updated Issued for Bid Drawings

Issued for Construction Documents

MEAD & HUNT will prepare conformed drawings and technical specification “Issued for Construction” by incorporating bidder questions and addendums and provide those to the OWNER (in electronic format) for inclusion in the Contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting

MEAD & HUNT will coordinate and preside over one (1) in-person pre-construction meeting with the OWNER, Contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to all invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Progress Meetings

MEAD & HUNT will coordinate and preside over eight (8) in-person construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees. The number of progress meetings is less than the monthly project count due to anticipated lead times where construction activity will be limited.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals

MEAD & HUNT will receive, review, and respond to up to three (3) Ring Power submittals and resubmittals. MEAD & HUNT will receive, review, and respond to up to fifteen (15) Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above. MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within fourteen (14) calendar days of receipt of the submittal. Contractor requests for substitute materials and/or

equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the OWNER.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to three (3) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to two (2) field order's, requests for proposals (RFP's), and change orders in coordination with the OWNER. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the OWNER.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to twelve (12) monthly payment applications from the Contractor and provide a written recommendation for payment to the OWNER based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

Site Visits

MEAD & HUNT will conduct up to three (3) site visits during construction to monitor construction and compliance with the construction contract documents.

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a Resident Project Representative (RPR) for construction observation and documentation for an anticipated twelve (12) weeks of construction activity. At this time, the needed construction observation efforts are estimated to be eight (8) hours per week. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs.

The RPR will observe the construction activities, review conformance with contract documents, and observe quality assurance testing. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs

PHASE 4 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punch list items at both substantial and final walkthroughs and verify completion of punch list items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punch list items (electronic PDF format)
- Final completion punch list items (electronic PDF format)

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. MEAD & HUNT will prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to the OWNER.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format)
- Record Drawings (Electronic PDF and AutoCAD Format)

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, mileage, lodging, etc. Items included in this phase will be billed at actual cost plus 15%.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Preliminary Design
- Easement Acquisition
- Design Services
- Permitting
- Geotechnical Engineering
- Special Studies
- Land Surveying
- Subsurface Utility Exploration
- Laboratory Services
- Value Engineering
- Redesign per Owner or Contractor
- Investigations
- Funding Assistance
- Environmental
- Professional Services Acquisition Assistance
- Completed Project Assessment
- Site Security
- Fire Protection
- Zoning Modifications

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Construction Phase</i>	<i>240 days</i>	<i>OWNER award to Contractor</i>
<i>Phase 3 – Construction Observation</i>	<i>90 days</i>	<i>Contractor start construction and Owner agreed upon date</i>
<i>Phase 4 – Project Closeout</i>	<i>30 days</i>	<i>Substantial completion by contractor</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is \$85,332.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$10,676</i>	<i>Lump Sum</i>
<i>Phase 2 – Construction Engineering and Inspection (CEI) Services</i>	<i>\$44,196</i>	<i>Lump Sum</i>
<i>Phase 3 – Construction Observation</i>	<i>\$11,232</i>	<i>Time & Expenses</i>
<i>Phase 4 – Project Closeout</i>	<i>\$18,728</i>	<i>Lump Sum</i>
<i>Subtotal</i>	\$84,832	
<i>Phase 5 – Subconsultants/Reimbursables</i>	<i>\$500</i>	<i>Actual cost plus 15%</i>
TOTAL	\$85,332	

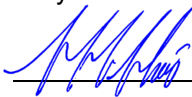
AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF PORT ORANGE

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Market Leader

The above person is authorized to sign for Owner and bind the Owner to the terms hereof.

Date: _____

Date: November 17, 2023

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT
BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Junos Reed, PE
November 17, 2023
Page 8

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rphenwick@port-orange.org.



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **MEAD AND HUNT, INC.**, a Wisconsin corporation, registered to transact business in Florida, whose principal address is 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Billing Rate Schedule as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

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

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

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

(b) The Engineer further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to

and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	Limits Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death

of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

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

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

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

22. E-Verify. Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

23. Disputes The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	Mead and Hunt, Inc. Attention: Brad Blais, Vice President 2440 Deming Way, Middleton Wisconsin 53562-1562 (386) 761-6810 – Telephone brad.blais@meadhunt.com 4401 Eastport Parkway Port Orange, Florida 32127

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

30. Truth-in-Negotiations

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

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

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Bernadette Fox
Printed Name: Bernadette Fox

Tonya Senier
Printed Name: Tonya Senier

MEAD AND HUNT, INC.

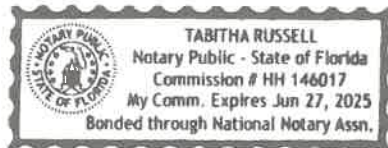
By: [Signature]
Brad Blais, Vice President

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

Date: January 6, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

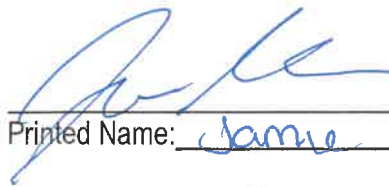
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of January, 2022, by Brad Blais, as Vice President of Mead and Hunt, Inc., a Wisconsin corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced as identification.



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

Witnesses:

CITY OF PORT ORANGE


Printed Name: Jamie Miller

By: 
Donald O. Burnette, Mayor


Printed Name: Matt Jones

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.




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

Witnesses:



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

Date: 1/18/2022


Printed Name: Jamie Miller

Printed Name: Matt Jones

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.




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

EXHIBIT “1”

Engineer's Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2022

Standard Billing Rates

Clerical.....	\$78.00 / hour
Technical Editor.....	\$117.00 / hour
Technician I, Technical Writer, Administrative Assistant.....	\$96.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$133.00 / hour
Technician IV	\$149.00 / hour
Senior Technician	\$163.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$130.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$148.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$167.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$191.00 / hour
Senior Associates	\$210.00 / hour
Principal/Senior Client Manager.....	\$249.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out of Volusia County. Invoicing is on a monthly basis for work performed.

~~This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Services dated _____
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC.**, Wisconsin corporation, registered to transact business in Florida, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery

by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

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

Witnesses:

MEAD AND HUNT, INC.

Printed Name: _____

By: _____
Brad Blais, Vice President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2023

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Allie Darling PHONE (A/C, No, Ext): 612-322-6041 E-MAIL ADDRESS: adarling@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance		37885
INSURER B : Zurich American Insurance Company		16535
INSURER C : American Guarantee & Liability Ins. Co.		26247
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 820726518**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont Liab Per ☒ Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GLO138723201	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP138723101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AUC095226001	7/1/2023	7/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	N/A	WC138723301	7/1/2023	7/1/2024	☒ 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
B A	Property Professional Liability			CPP182316701 DPR5014507	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Bldg/BPP: \$21,681,944 Per Claim: \$10,000,000 Per Aggregate: \$10,000,000

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

RFSQ 21-03 MASTER CONTRACT

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Port Orange and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Port Orange and Others as required by written contract.

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP138723101	07/01/2023	07/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. - GLO138723201

Effective Date 07/01/2023

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured in the policy is amended to add the following to the list of insureds:

1. The following persons or entities are added to the list of insureds:

a. The insured's OGC CG 20 10 10/01 endorsement

b. The OGC CG 20 37 10/01 endorsement

The insured's or the insured's OGC CG 20 10 10/01 endorsement is amended to add the following to the list of insureds:

(1) The insured's OGC CG 20 10 10/01 endorsement

(2) "The insured's OGC CG 20 10 10/01 endorsement"

The insured's OGC CG 20 10 10/01 endorsement is amended to add the following to the list of insureds:

The insured's OGC CG 20 10 10/01 endorsement is amended to add the following to the list of insureds:

(a) The insured's OGC CG 20 10 10/01 endorsement is amended to add the following to the list of insureds:

(b) The insured's OGC CG 20 10 10/01 endorsement is amended to add the following to the list of insureds:

2. The following persons or entities are added to the list of insureds:

a. The insured's OGC CG 20 10 07/04 endorsement

b. The OGC CG 20 37 07/04 endorsement

The insured's or the insured's OGC CG 20 10 07/04 endorsement is amended to add the following to the list of insureds:

(1) The insured's OGC CG 20 10 07/04 endorsement

(2) The insured's OGC CG 20 10 07/04 endorsement

QUESTION

B. If the insured is required to provide coverage under the policy, the insured shall provide coverage under the policy as provided in the policy. A. If the insured is required to provide coverage under the policy, the insured shall provide coverage under the policy as provided in the policy.

The insured shall provide coverage under the policy as provided in the policy. The insured shall provide coverage under the policy as provided in the policy. The insured shall provide coverage under the policy as provided in the policy.

1. The insured shall provide coverage under the policy as provided in the policy.
2. The insured shall provide coverage under the policy as provided in the policy.

The insured shall provide coverage under the policy as provided in the policy. The insured shall provide coverage under the policy as provided in the policy. The insured shall provide coverage under the policy as provided in the policy.

C. If the insured is required to provide coverage under the policy, the insured shall provide coverage under the policy as provided in the policy. **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** **IV – Commercial General Liability Conditions**

The insured shall provide coverage under the policy as provided in the policy.

- (1) The insured shall provide coverage under the policy as provided in the policy.
- (2) The insured shall provide coverage under the policy as provided in the policy.
- (3) The insured shall provide coverage under the policy as provided in the policy.

D. If the insured is required to provide coverage under the policy, the insured shall provide coverage under the policy as provided in the policy.

1. The insured shall provide coverage under the policy as provided in the policy. **Other Insurance Conditions** **IV – Commercial General Liability Conditions**

Primary and Noncontributory insurance

The insured shall provide coverage under the policy as provided in the policy. The insured shall provide coverage under the policy as provided in the policy.

- a. The insured shall provide coverage under the policy as provided in the policy.
- b. The insured shall provide coverage under the policy as provided in the policy.

2. The insured shall provide coverage under the policy as provided in the policy. **Other Insurance Conditions** **IV – Commercial General Liability Conditions**

The insured shall provide coverage under the policy as provided in the policy.

The insured shall provide coverage under the policy as provided in the policy. The insured shall provide coverage under the policy as provided in the policy. The insured shall provide coverage under the policy as provided in the policy.

E. If the insured is required to provide coverage under the policy, the insured shall provide coverage under the policy as provided in the policy. **Other Insurance Conditions** **IV – Commercial General Liability Conditions**

F. If the insured is required to provide coverage under the policy, the insured shall provide coverage under the policy as provided in the policy. **Other Insurance Conditions** **IV – Commercial General Liability Conditions**

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The insured shall provide coverage under the policy as provided in the policy.

- dr
rr
Lr
D

A r r d r d r r r r r r r r r

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
- GLO138723201	07/01/2023	07/01/2024			\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:
 - a. Under **Coverage A**:
 - (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 - (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
 - b. Under **Coverage B**, **loss** does not include defense expenses and supplementary payments.
 4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
 5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
 7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.
- B. The following definitions are applicable to **Coverage A** only:
1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
 2. **Insured** means:
 - a. You;
 - b. Any person or organization included as an **insured** in **underlying insurance**; and
 - c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.
 3. **Non-Admitted Jurisdiction** means:
 - a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or
 - b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.
 4. **Occurrence** means a covered event as defined in **underlying insurance**.
 5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

- a. As if each **named insured** were the only **named insured**; and
- b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

- a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

- b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the **occurrence** took place;



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (B7b) Approval of Task Authorization No. 12 under the Master Contract for Engineering Services with Kimley-Horn and Associates, Inc. (CA7763) for the Leisure Circle Sanitary Sewer Replacement Project

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 12 under the Master Contract for Engineering Services with Kimley-Horn and Associates, Inc for an amount not to exceed \$31,590 for the Leisure Circle Sanitary Sewer Replacement Project and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The Engineering Department is requesting approval of Task Authorization No. 12 under the Master Contract for Engineering Services as it relates to the design and permitting of the Leisure Circle Sanitary Sewer Replacement Project for the amount of \$31,590.

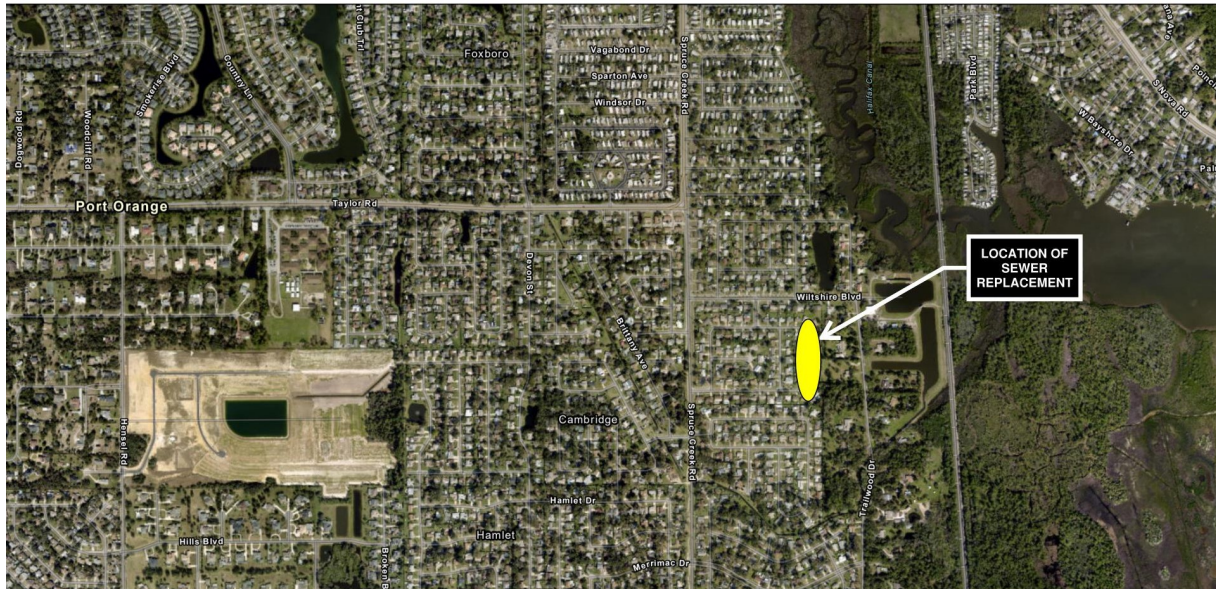
The Leisure Circle gravity sewer collection system was constructed in the late 1970s and a section is failing and needs to be replaced. Due to the depth and level of the failure, it can not be rehabilitated in place by trenchless means such as lining the pipe and manholes. This project will require the replacement of three (3) sanitary manholes and approximately 600 LF of 10-inch clay gravity sewer main.

The improvements include removal of the existing failing infrastructure and replacing it per the City's current standards. The sanitary sewer piping will cross two (2) existing stormwater pipes along the route, which will be replaced by this project. The project also includes roadway repair and replacement within the limits of work.

This Task Authorization is for the design, permitting, and bidding assistance for the Leisure Circle Sanitary Sewer Replacement project and will be for a total of 365 days from the issuance and execution of the Notice to Proceed.

This project is included in the FY24 CIP.

Leisure Circle Sewer Replacement



PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn and Associates, Inc. - Task Authorization No. 12 Leisure Circle Sewer Replacement	Kimley-Horn and Associates, Inc. - Task Authorization No. 12 Leisure Circle Sewer Replacement.pdf
2.	Kimley-Horn - Leisure Cr Sewer Repl	Kimley-Horn - Leisure Cr Sewer Repl.pdf
3.	Kimley-Horn and Associates, Inc. All	Kimley-Horn and Associates, Inc. All

	including PL 4.1.2024	including PL 4.1.2024.pdf
4.	Kimley-Horn Contract CA7763	Kimley-Horn Contract CA7763.pdf

Julia Wiggins	Created/Initiated - 1/18/2024
Richard Colby	Approved - 1/18/2024
Steve Parnell	Approved - 1/19/2024
Junos Reed	Approved - 1/23/2024
John McKinney	Approved - 1/26/2024
Matthew Jones	Approved - 2/6/2024
Wayne Clark	Approved - 2/8/2024
Tracee Cody	Final Approval - 2/8/2024

TASK AUTHORIZATION NO. 12
Master Contract for Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and
Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to the **Leisure Circle Sanitary Sewer Replacement**, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within **365** days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **\$31,590.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

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

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

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 3 Pages

PROPOSAL FOR LEISURE CIRCLE SANITARY SEWER REPLACEMENT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the replacement of approximately 600 linear feet (LF) of sanitary sewer pipe and three sanitary sewer manholes along Leisure Circle. The proposed improvements include removal of the existing failing infrastructure and replacing per the City standards and temporary bypassing of the existing system. The sanitary sewer piping will cross two stormwater pipes along the route. Site improvements to include roadway repair/replacement.

Specific Scope of Basic Services:

Task 1: Preliminary Design

- A. Kimley-Horn will attend a kick-off meeting with the City of Port Orange to review the project scope and discuss project elements to be included within the design plans.
- B. Kimley-Horn will enlist the services of a survey subconsultant to perform boundary and topographic survey, and utility locates along the route.
- C. Kimley-Horn will prepare conceptual plans for the sanitary sewer design and applicable section views and details.

Task 2: Final Design

- A. Kimley-Horn will prepare 90% and 100% design plans, specifications, and opinion of probable construction cost (OPC) for the proposed improvements.
- B. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 90% and 100% completion.

Task 3: Permitting Services

- A. Kimley-Horn will prepare an FDEP Notification/Application for Constructing A Domestic Wastewater Collection /Transmission System (62-604.300(8)(a)). The scope consists of preparation of one permit application and supporting documents and response to a maximum of two reasonable requests for additional information. It is also assumed a City public works permit will be required and completed under this task. All permit application fees will be paid by the City.

Task 4: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
- B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid

conference.

- C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.
- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide conceptual site plans within 30 days of the Notice to proceed. The 90% project submittal will be submitted within 90 days of the receiving initial review comments and the 100% project submittal within 45 days of receiving 90% comments.

Deliverables:

Deliverables for this project include the following:

- Conceptual plans and opinion of probable construction costs
- 90% plans, drain, specifications, opinion of probable construction costs
- 100% Bid Ready plans, specifications and final opinion of probable construction costs
- FDEP Permit and City Public Works Permit

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$31,590 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Preliminary Design	\$6,000	\$4,500	\$10,500
2	Final Design		\$16,000	\$16,000
3	Permitting		\$1,985	\$1,985
4	Bidding Services		\$3,105	\$3,105
	SubTotal	\$6,000	\$30,590	\$31,590
Total				\$31,590

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.



ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Page 4 of Task Authorization No. 12

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

PROPOSAL FOR LEISURE CIRCLE SANITARY SEWER REPLACEMENT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the replacement of approximately 600 linear feet (LF) of sanitary sewer pipe and three sanitary sewer manholes along Leisure Circle. The proposed improvements include removal of the existing failing infrastructure and replacing per the City standards and temporary bypassing of the existing system. The sanitary sewer piping will cross two stormwater pipes along the route. Site improvements to include roadway repair/replacement.

Specific Scope of Basic Services:

Task 1: Preliminary Design

- A. Kimley-Horn will attend a kick-off meeting with the City of Port Orange to review the project scope and discuss project elements to be included within the design plans.
- B. Kimley-Horn will enlist the services of a survey subconsultant to perform boundary and topographic survey, and utility locates along the route.
- C. Kimley-Horn will prepare conceptual plans for the sanitary sewer design and applicable section views and details.

Task 2: Final Design

- A. Kimley-Horn will prepare 90% and 100% design plans, specifications, and opinion of probable construction cost (OPC) for the proposed improvements.
- B. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 90% and 100% completion.

Task 3: Permitting Services

- A. Kimley-Horn will prepare an FDEP Notification/Application for Constructing A Domestic Wastewater Collection /Transmission System (62-604.300(8)(a)). The scope consists of preparation of one permit application and supporting documents and response to a maximum of two reasonable requests for additional information. It is also assumed a City public works permit will be required and completed under this task. All permit application fees will be paid by the City.

Task 4: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
- B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid

conference.

- C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.
- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide conceptual site plans within 30 days of the Notice to proceed. The 90% project submittal will be submitted within 90 days of the receiving initial review comments and the 100% project submittal within 45 days of receiving 90% comments.

Deliverables:

Deliverables for this project include the following:

- Conceptual plans and opinion of probable construction costs
- 90% plans, drain, specifications, opinion of probable construction costs
- 100% Bid Ready plans, specifications and final opinion of probable construction costs
- FDEP Permit and City Public Works Permit

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$31,590 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Preliminary Design	\$6,000	\$4,500	\$10,500
2	Final Design		\$16,000	\$16,000
3	Permitting		\$1,985	\$1,985
4	Bidding Services		\$3,105	\$3,105
	SubTotal	\$6,000	\$30,590	\$31,590
Total				\$31,590

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.



ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2023

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

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No): 7702207699
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg		19445
INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
INSURER C : New Hampshire Insurance Company		23841
INSURER D : Lloyd's of London		85202
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 689100245**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 ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	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	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	☒ 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	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim Aggregate \$2,000,000 \$2,000,000

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

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) with respects to Workers Compensation where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this 18 day of Jan, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

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

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

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

(b) The Engineer further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to

and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death

of any person or damage to property other than City property, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

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

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

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

22. E-Verify. Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

23. Disputes The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

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

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Engineer: ~~Kimley-Horn and Associates, Inc.
Attention: Brian A. Good, Director
421 Fayetteville Street
Suite 600
Raleigh, North Carolina 27601~~

Attention: Jonathan D. Thigpen, Senior Vice President
189 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 898-1511 – Telephone
(561) 863-8175 – Facsimile

~~Wayne.White@kimley-horn.com~~ jonathan.thigpen@kimley-horn.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. Truth-in-Negotiations

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

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

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Nicole McConnell
Printed Name: NICOLE MCCONNELL

Tucker Hunter
Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jonathan D. Thigpen
Jonathan D. Thigpen, Senior Vice President

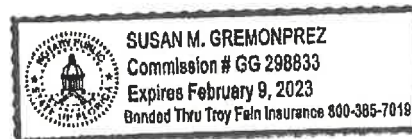
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: January 7, 2022

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of January, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ☒ personally known or ☐ produced as identification.

Susan M. Gremonprez
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Printed Name: Samie Miller

By:

Donald O. Burnette, Mayor

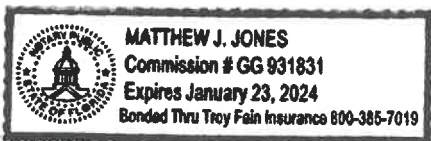
Printed Name: Matt Jones

Date:

1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.



Notary Public, State of Florida

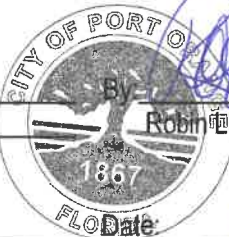
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: Samie Miller

Printed Name: Matt Jones

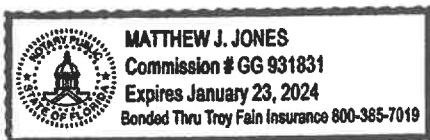


By: Robin L. Fenwick, MMC, City Clerk

1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

KIMLEY HORN AND ASSOCIATES **SCHEDULE OF HOURLY BILLING RATES**

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____

**Master Contract for Services dated _____
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

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

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

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (B7c) Approval of Lease Extension with Cellco Partnership d/b/a Verizon Wireless for a communication tower (VZW 132567) on city property located within Cambridge Acres

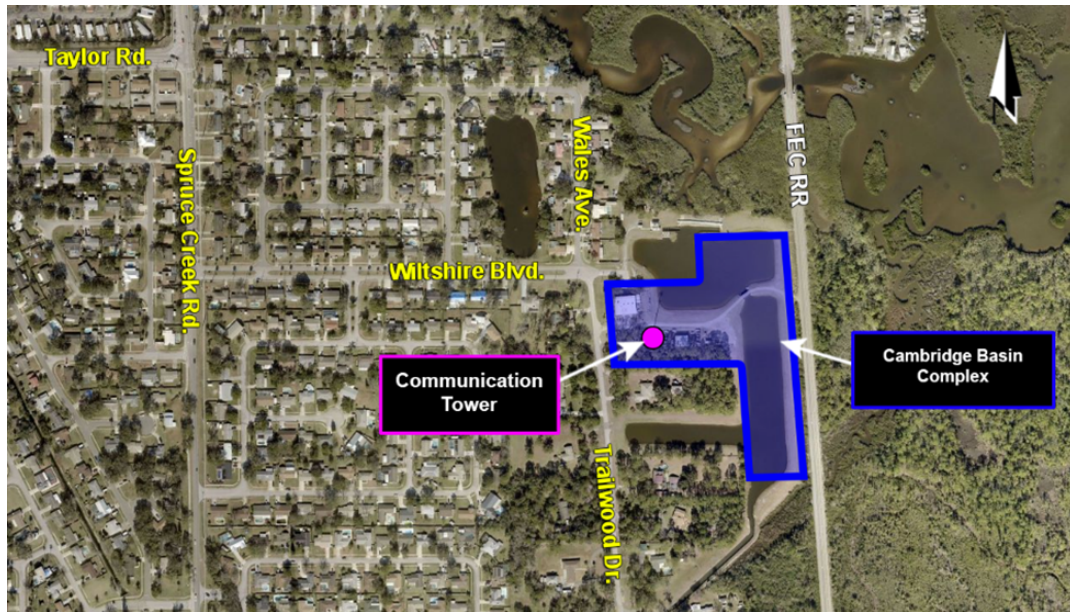
DEPARTMENT: Finance

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 the Cambridge Basin Complex on September 19, 2000, for the purpose of operating and maintaining a communication tower. Their management company, American Tower, approached the City about an extension of this lease. The current lease is set to expire 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. This extension was approved by City Council on 12/12/2023. Prior to executing the extension, the American Tower team requested changes to include a provision addressing overpayment of collocation fees. The prior version of the agreement only addressed the overpayment of rent, but since the City will now receive collocation fees, the overpayment provision should also apply to the new collocation fee. The memorandum of lease, a synopsis of the lease that is recorded with the Clerk of Court, was also updated to correct the term of the lease shown therein to be consistent with the lease agreement.

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.



PRESENTER: John McKinney

ATTACHMENTS:

1.	Second Amendment and Extension of Lease with Verizon Wireless	412375_Port Orange FL SQA Final.pdf
----	---	-------------------------------------

Tracee Cody	Created/Initiated - 1/25/2024
John McKinney	Approved - 1/30/2024
Matthew Jones	Approved - 2/7/2024
Wayne Clark	Approved - 2/8/2024
Tracee Cody	Final Approval - 2/8/2024

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 February 29, 2024; (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

ATC Site No: 412375
VZW Site No: 132567
Site Name: Port Orange FL SQA

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 or Collocation Fee (as defined below) 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 00/100 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 assign 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

ATC Site No: 412375

VZW Site No: 132567

Site Name: Port Orange FL SQA

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 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 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:

Commence at the northwest corner of Section 22, Township 16 South, Range 33 East, Volusia County, Florida; Thence South 89° 43' 30" East 1355.00 feet; Thence South 00° 08' 33" West 897.00 feet; Thence South 89° 43' 30" East 395.23 feet to the point of beginning; Thence South 89° 43' 30" East 494.53 feet; Thence South 03° 50' 04" East 350 feet; Thence North 89° 43' 30" West 510.13 feet to a point in the Easterly right-of-way of Cambridge Farms Road, an 80 foot street right-of-way as now laid out; Thence along curve having a radius of 7155.41 feet a distance of 39.31 feet; Thence along a curve having a radius of 5501.28 feet a distance of 284.74 feet; Thence along a curve having a radius of 25.00 feet a distance of 41.21 feet to the point of beginning, being also described as Lots 1 and 2, Cambridge Acres Subdivision, as shown on map in Map Book 34, Pages 23-26 of the Public Records of Volusia County, Florida.

Said Parent Parcel being that parcel conveyed to Landlord by Warranty Deed recorded January 14, 1977 with Volusia County, Florida as O.R. Book 1879 and Page 1094.

Being situated in the County of Volusia, State of Florida, and being known as
Volusia County APN: 6322-02-00-0010.

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.

ATC Site No: 412375
VZW Site No: 132567
Site Name: Port Orange FL SQA

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:

20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT

lying 10.00 feet on both sides of the following described centerline:

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

No 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, 2045. 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: _____

[SEAL]

[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: _____

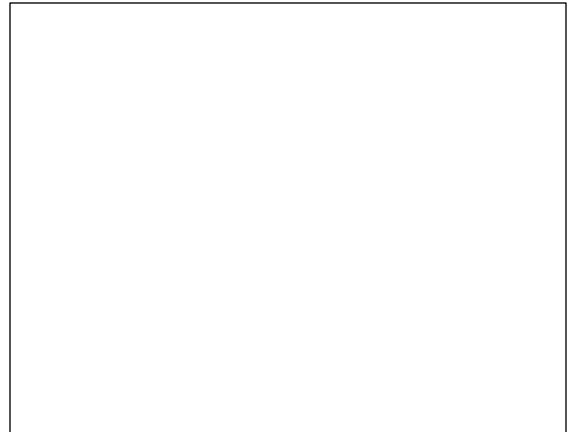


EXHIBIT A

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:

Commence at the northwest corner of Section 22, Township 16 South, Range 33 East, Volusia County, Florida; Thence South 89° 43' 30" East 1355.00 feet; Thence South 00° 08' 33" West 897.00 feet; Thence South 89° 43' 30" East 395.23 feet to the point of beginning; Thence South 89° 43' 30" East 494.53 feet; Thence South 03° 50' 04" East 350 feet; Thence North 89° 43' 30" West 510.13 feet to a point in the Easterly right-of-way of Cambridge Farms Road, an 80 foot street right-of-way as now laid out; Thence along curve having a radius of 7155.41 feet a distance of 39.31 feet; Thence along a curve having a radius of 5501.28 feet a distance of 284.74 feet; Thence along a curve having a radius of 25.00 feet a distance of 41.21 feet to the point of beginning, being also described as Lots 1 and 2, Cambridge Acres Subdivision, as shown on map in Map Book 34, Pages 23-26 of the Public Records of Volusia County, Florida.

Said Parent Parcel being that parcel conveyed to Landlord by Warranty Deed recorded January 14, 1977 with Volusia County, Florida as O.R. Book 1879 and Page 1094.

Being situated in the County of Volusia, State of Florida, and being known as
Volusia County APN: 6322-02-00-0010.

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.

ATC Site No: 412375
VZW Site No: 132567
Site Name: Port Orange FL SQA

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:

20.00 FEET WIDE INGRESS/EGRESS AND UTILITY EASEMENT

lying 10.00 feet on both sides of the following described centerline:

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 2/20/2024

SUBJECT: (B7d) Approval of Amendment No. 1 to Brightview Service Contract (CA8197) for ITB 23-03

DEPARTMENT: Public Works

GOAL: 3 - Quality of Life and 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Amendment No. 1 to Brightview Service Contract (CA8197) for ITB 23-03 and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: Amendment No. 1 to the Brightview Landscape Services, Inc. contract clarifies the process for approval of additional services in furtherance of the landscaping maintenance of the medians on the major thoroughfares; Dunlawton Avenue, Nova Road, and Ridgewood Avenue.

The current contract, awarded in August 2023, provides for weekly mowing, annual mulch, fertilizer, pesticide and herbicide treatments for grass, trees, shrubs and palm trees, along with tree trimming. The current Scope of Work, as provided in Section three of ITB 23-03, ("Scope of Work") provides for more services than prior median maintenance contracts, but does not include certain services necessary for optimal maintenance of the medians. Some additional work and provision of materials have been contracted as independent purchases for one-off, as needed circumstances, while others have been performed in-house. The current staff managing this contract has identified areas to improve the quality and efficiency of the maintenance of the medians, at a reasonable price and recommends establishing provisions for additional work not specified but in furtherance of the Scope of Work for the landscaping maintenance of the medians under the master contract with Brightview.

Services not specified but in furtherance of the established Scope of Work, include but are not limited to additional or spot fertilization and weed control of turfgrass, replacement of sod, erosion control, and additional tree trimming, including Crepe Myrtles, solely at the direction of city staff.

For additional services provided under this Amendment, the City will authorize work consistent with the City's purchasing limits as outlined below:

- A single quote from any contractor for services that do not exceed \$5,000.
- For services that exceed \$5,000 up to \$25,000, the Contractor or the City shall obtain on the open market, no fewer than 3 quotes, one of which may be the

awarded Contractor.

- For additional services that exceed \$25,000 the City shall facilitate three quotes and City Council approval shall be required.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Brightview Landscape Services, Inc. Amendment No. 1 to Standard Contract for Services (2)	Brightview Landscape Services, Inc. Amendment No. 1 to Standard Contract for Services (2).pdf
2.	CA8197 Brightview Landscape Contract - Fully Executed	CA8197 Brightview Landscape Contract - Fully Executed.pdf
3.	Certificate of Insurance good to 10-1-24	Certificate of Insurance good to 10-1-24.pdf
4.	Brightview CO 1 Proposed Verbiage	Brightview CO 1 Proposed Verbiage.pdf

Denyce Frey	Created/Initiated - 1/30/2024
Tom DiEulio	Approved - 2/1/2024
John McKinney	Approved - 2/8/2024
Matthew Jones	Approved - 2/15/2024
Wayne Clark	Approved - 2/15/2024
Tracee Cody	Final Approval - 2/15/2024

**AMENDMENT NO. 1
TO STANDARD CONTRACT FOR SERVICES DATED AUGUST 1, 2023**

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 **BRIGHTVIEW LANDSCAPE SERVICES, INC.** ("Contractor") a Florida corporation with its principal place of business at 1484 Massaro Boulevard, Tampa, Florida 33619. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 1st day of August 2023, the Parties entered into a Standard Contract for Services, pursuant to Intent to Bid 23-03 ("ITB 23-03"), for Major Thoroughfare Landscaping Maintenance, having an effective term commencing on August 9, 2023 notwithstanding the date of Contract execution and continuing for a period of two (2) years, which may be renewed up to three (3) one-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation; and

WHEREAS, the Parties desire to amend the Contract to clarify additional work not specified in the Scope of Work as set forth in ITB 23-03, that is necessary to provide and perform grounds maintenance services in said Scope of Work, and establish City thresholds for approval; 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. For purposes of clarification of additional work not specified in the Scope of Work that is necessary to provide and perform grounds maintenance services, and establish City thresholds for approval, the following provision shall be applied and incorporated as fully set forth herein:

Additional Work Not Specified. If the City requires additional work that is necessary to provide and perform grounds maintenance services of the areas outlined in the Scope of Work and that is not specifically described in the Scope of Work, nor the Schedule of Unit Pricing, the City will consider detailed quotes from the awarded Contractor for this additional work, providing the cost of the additional work does not exceed \$5,000.

For additional work not specified in the Scope of Work that is necessary to provide and perform grounds maintenance services of the areas outlined in the Scope of Work that exceeds \$5,000 up to \$25,000, the City or the Contractor shall obtain on the open market, no fewer than three (3) quotes, one of which may be the awarded Contractor, and provide to the City for City Manager approval. If the additional work quoted exceeds \$25,000, the City shall facilitate three (3) quotes, and City Council approval shall be required. The City has final approval on all additional work being completed.

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.

Brightview Landscape Services, Inc.

By: _____

Michael Dozier, President

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.

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 15 day of August, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.** ("Contractor"), a Florida corporation whose principal address is 1484 Massaro Boulevard, Tampa, Florida 33619. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Major Thoroughfare Landscaping Maintenance, and as more specifically described in Intent to Bid 23-03 ("ITB 23-03"). This Contract together with ITB 23-03, Addendum No. 1, Addendum No. 2, Addendum No. 3, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, Addendum No. 3 of ITB 23-03, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB 23-03 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Notwithstanding the date of execution, this Contract shall commence on August 9, 2023, and shall continue for a period of two (2) years (the "Initial Term").

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

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed Two Hundred Twenty-Two Thousand

One Hundred Sixty-Six and 60/100 Dollars (\$222,166.60) annually. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

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

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

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

9. Examination of Records

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

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

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

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

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

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

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

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

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

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

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

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

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

☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

15. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

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

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

20. Inspection

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

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

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

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

21. Liability for Loss or Damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:



Printed Name: Scott Sikora



Printed Name: Shawn Rommerdahl

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: Michael Dozier

~~Jeff Herold, President~~

Michael Dozier, 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: 7/20/2023

Type text here

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: _____

8/1/2023

ATTEST:



By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

8/1/2023

EXHIBIT “1”

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

Consisting of 11 Pages



ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES

Bids Received July 5, 2023 @ 2:30PM

BRIGHTVIEW LANDSCAPE SERVICES, INC

MOWING

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

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

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

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

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

SECTION 3 – SCOPE OF WORK

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

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

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

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

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

Minimum Level of Service Required for Each Site:

TRASH/DEBRIS CLEANUP:

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

MOWING OF TURF GRASS AREAS:

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

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

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

WEEDING OF LANDSCAPE PLANTING BEDS:

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

EDGING OF TURF GRASS:

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

STRING TRIMMING OF TURF GRASS:

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

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

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

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS:

The awarded Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris **shall not** be blown into the roadway, ponds, lakes, or storm drains.

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

ADJUSTING AND REMOVING TREE STAKE KITS:

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

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS:

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

CREPE MYRTLE TREES:

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

TREES:

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

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

REPLACEMENT OF PLANT MATERIALS:

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

LANDSCAPE MULCHING:

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

IRRIGATION SYSTEMS REPAIRS: (Non-Bid Item)

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

FERTILIZATION, DISEASE, AND INSECT CONTROLS:

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

Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management.

Applications made to turf grass shall be performed under the Florida Pesticide Law (Chapter 487) of Florida Statutes, along with Chapters 5E-2 and 5E-9 of the Florida Administrative Code. The licensee is required to be certified in the Ornamental and Turf Pest Control category.

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

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

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

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

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

EROSION:

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

EQUIPMENT:

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

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

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

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

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

AWARDED CONTRACTOR'S SCHEDULE:

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

FREEZE DAMAGE:

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

TRAFFIC REGULATION:

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

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):

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

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

EXTRAORDINARY OCCURRENCES:

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

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

CONTRACT PERFORMANCE:

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

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

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

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. The City may, at its discretion, add or delete similar sized areas as a result of construction or unanticipated impacts. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

COMPLETED SCHEDULED SERVICES

The awarded Contractor shall notify the City daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the awarded Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

INVOICING:

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

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

SUPERVISION:

The awarded Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The City reserves the right to accept or reject any employee of the awarded Contractor. The awarded Contractor shall comply with all City regulations.

COMPLETED SCHEDULED SERVICES

The awarded Contractor shall notify the City daily when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the awarded Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON:

The awarded Contractor shall provide the name and telephone number of a contact person in case of an emergency. The awarded Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

UNIFORMS

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

MAPS OF LOCATIONS:

https://portorange.sharepoint.com/:f:/g/pw/admin/Ejgyg1AgdvFCjaXXqoRr3ygBYp2czAeqzRjxEshF7_ZT2w?e=rYCawL

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



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM #3

June 28, 2023

ITB #23-03 MAJOR THOROUGHFARE LANDSCAPE MAINTENANCE SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 31, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

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

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

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

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

C. 2nd REVISION (ATTACHMENT1) SCHEDULE OF UNIT PRICING

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

D. QUESTIONS AND ANSWERS:

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

ANSWER: Please see letters B and C above.

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

END OF ADDENDUM #3

Joseph Castro

Buyer

jcastro@port-orange.org

EXHIBIT "2"

Payment and Performance Bond

Consisting of 3 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

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

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

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

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

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

Front Page

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

Brightview Landscape Services, Inc.

ITB 23-03 Major Thoroughfare Landscape Maintenance Services

Bond No. _____

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

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

Attest:

BRIGHTVIEW LANDSCAPE SERVICES, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Jeff Herold, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/03/2023

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 Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Brightview Landscapes, LLC 980 Jolly Road Suite 300 Blue Bell PA 19422 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company	22667
	INSURER B: American Guarantee & Liability Ins Co	26247
	INSURER C: Endurance American Insurance Company	10641
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570102072828 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:	Y		XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$2,000,000	
							GENERAL AGGREGATE	\$5,000,000	
							PRODUCTS - COMP/OP AGG	\$5,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	
							BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$3,000,000	
							AGGREGATE	\$3,000,000	
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y Y	WLRC5068541A WC - AOS SCFC50685482 WC - WI	10/01/2023 10/01/2023	10/01/2024 10/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 \$2,000,000 \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129. City of Port Orange is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of City of Port Orange in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange FL 32129 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : BCL

570102072828

Certificate No :



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Workers' Compensation and Employers' Liability Policy

Named Insured BRIGHTVIEW LANDSCAPES, LLC 980 JOLLY RD. BLUE BELL PA 19422	Endorsement Number
	Policy Number Symbol: WLR Number: C5068541A
Policy Period 10-01-2023 TO 10-01-2024	Effective Date of Endorsement 10-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

Frey, Denyce

From: Balmer, Shannon
Sent: Tuesday, January 30, 2024 11:48 AM
To: Frey, Denyce; Largent, Sandra
Cc: Poolman, Jill
Subject: RE: Urgent assistance requested: language for amendment to CA8197 for ITB #23-03

Denyce,

The additional language contemplated would require council approval as it is a change in the scope of work for the solicitation. We can get this on the 2/20 agenda if you want to move forward. Here is the language I am suggesting for the amendment/ change order item.

Additional Work Not Specified.

If the City requires additional work that is necessary to provide and perform grounds maintenance services of the areas outlined in the Scope of Work and that is not specifically described in the Scope of Work nor the Schedule of Unit Pricing, the City will consider detailed quotes from the awarded Contractor for this additional work, providing the cost of the additional work does not exceed \$5,000.

For additional work not specified in the Scope of Work that is necessary to provide and perform grounds maintenance services of the areas outlined in the Scope of Work that exceeds \$5,000 up to \$25,000, the Contractor shall obtain on the open market, no fewer than 3 quotes, and provide to the City, one of which may be the awarded Contractor. If the additional work quoted exceeds \$25,000, then City Council approval shall be required. The City has final approval on all additional work being completed.

Kindest regards,

Shannon K. Balmer

Assistant City Attorney
City of Port Orange
City Attorney's Office
1000 City Center Circle
Port Orange, Florida 32129
386.506.5535
386.506.5530
SBalmer@port-orange.org
www.port-orange.org





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (B8) Approval of a Major Special Event Permit for Bike Week 2024 for Daytona's Original First Turn at 5164, 5204, and 5236 S. Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the ten (10) day Bike Week Major Special Event Permit for Daytona's Original First Turn, located at 5164, 5204, and 5236 South Ridgewood Avenue, subject to the attached conditions.

SUMMARY: Dewayne "Shane" Snipes, owner/operator of Daytona's Original First Turn and event coordinator, requests approval for a Special Event to be held during Bike Week 2024 at 5164, 5204, and 5236 South Ridgewood Avenue (see Location Map below). The proposed event is planned for Friday, March 1, to Sunday, March 10. The proposed hours for the event are 11 a.m. to 12 a.m., with outside music playing until 12 a.m. (midnight). The dates of Bike Week, as recognized by the Daytona Regional Chamber of Commerce, are Friday, March 1, through Sunday, March 10, the same as the proposed special event dates. During the last Special Event at Daytona's Original First Turn (Biketoberfest 2023), no citations for exceeding the noise ordinance were issued by the Police Department.

According to the Code of Ordinances, the hours of operation of a special event shall generally be limited to 11:00 p.m., unless specifically waived or amended by the City Council. The applicant for this special event is requesting a time extension of 1-hour for the ten (10) nights of the event. If the Council grants the 1-hour time extension, the special event will end at 12:00 a.m., with outdoor music ending at 12:00 a.m. instead of 11:00 p.m. As part of the approval for the 2023 Daytona's Original First Turn Bike Week Special Event, the City Council granted a 1-hour time extension to allow the special event to end at 12:00 a.m. All noise from music during hours of operation, whether indoor or outdoor, shall not exceed the sound level limits established in Chapter 42, Article IV of the Code of Ordinances. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the special event may be terminated. According to the applicant, outdoor live music will occur between 11:00 am and 12:00 am for the duration of the event.

Normal operations for Daytona's Original First Turn will continue for the duration of the event. Four (4) vendors have been requested and will be located throughout the event

area. Vendors are required to obtain a temporary merchant license for \$250 to participate in this event. According to the applicant, activities associated with the event are intended to attract those visiting the area for Bike Week 2024, including the sale of food, alcohol, clothing, and bike accessories. The event will provide 10-12 port-o-let facilities. Setup of the event will occur 72 hours prior to the event, and takedown of the event will occur within 72 hours after the event.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to Code Enforcement, there are no code violations existing on the subject property at this time. As of the time this agenda item was prepared, the applicant had not requested a Police Special Detail or Public Works assistance with materials or staff for the event. According to the Police Department and Public Works, the timeframe to request assistance has passed. The southbound outside lane of Ridgewood Avenue will **not** be closed.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Daytona's Original First Turn - Bike Week 2024 Major Special Event Conditions	Daytona's Original First Turn - Bike Week 2024 Major Special Event Conditions.docx
----	---	--

Penelope Cruz	Created/Initiated - 1/23/2024
Tim Burman	Approved - 1/29/2024
Manuel Marino	Approved - 2/5/2024
Joe Wulfing	Approved - 2/6/2024
Shannon Balmer	Approved - 2/6/2024
Wayne Clark	Approved - 2/8/2024
Tracee Cody	Final Approval - 2/8/2024

The following conditions apply to the Major Special Event for Daytona's Original First Turn for Bike Week 2024.

1. The subject Major Special Event is for March 1 – 10, 2024.
2. Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.
3. Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.
4. Rates for this event for staff time and equipment are per Resolution 19-2.
5. Hours for the event shall be from 11:00 a.m. to 12:00 a.m., with outside music ending at 12:00 am, subject to City Council approval. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. Chapter 42, Article IV. Noise Regulations, Section 42-83. Noise Restrictions in an Entertainment District, of the City of Port Orange Code of Ordinances, describe the acceptable sound level limit dBA for the subject property located within the Ridgewood/Commonwealth Entertainment District. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas.

	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday*
Ridgewood/Commonwealth Entertainment District	7:00 a.m.—11:00 p.m.	65	75
	11:00 p.m.—7:00 a.m.	55	55
Residential District	7:00 a.m.—10:00 p.m.	60	
	10:00 p.m.—7:00 a.m.	50	

*Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level limit (dBA) on Sunday July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday through Saturday.

Sound or noise projecting from an entertainment district into a residential district located outside the boundary of the entertainment district shall not exceed the limits set forth for the residential district as set forth in Section 42-80.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

7. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
8. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
9. No more than the requested four (4) vendors shall be on this site. The event coordinator shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, the event coordinator must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
10. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings*.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
11. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
12. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
13. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.

14. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
15. The event coordinator will be providing 10-12 port-o-let facilities during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
16. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
17. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
18. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.
19. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
20. A temporary sign permit shall be required for signage for this event.
21. No trees shall be removed, and care shall be taken to protect landscaped areas.
22. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
23. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> to ensure all items associated with the event have been removed to include all debris, signs/banners and tents within 72 hours after the event ends.
24. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
25. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
26. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (B9) Approval of a Major Special Event Permit for Bike Week 2024 for The Doghouse Bar and Grill at 3400 S. Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the ten (10) day Bike Week Major Special Event Permit for The Doghouse Bar and Grill, located at 3400 S. Nova Road, subject to the attached conditions.

SUMMARY: Rhonda Harrison, owner of The Doghouse Bar and Grill, requests approval of a Special Event to be held during Bike Week 2024 at 3400 S. Nova Road (see Location Map below). The proposed event is planned for Friday, March 1, through Sunday, March 10. The proposed hours for the event are from 11:00 a.m. until 10:00 p.m., daily, with outdoor music playing until 10:00 p.m. Normal indoor hours of operation (11:00 am until 2:00 am) of The Doghouse Bar and Grill will continue during the event. The dates of Bike Week 2024, as recognized by the Daytona Regional Chamber of Commerce, are Friday, March 1, to Sunday, March 10, the same as the proposed special event dates. This will be the first Special Event at this location in 2024. During the last Special Event at The Doghouse Bar and Grill (Biketoberfest 2023), no citations for exceeding the noise ordinance were issued by the Police Department.

Normal operations of The Doghouse Bar and Grill will continue during the event. According to the applicant, the outdoor activities for this event are intended to target the crowd attending Bike Week 2024, including live music daily and other contests, and will end at 10:00 p.m. There will be no vendors at this event. Setup of the event will occur 72 hours prior to the event, and the event will be taken down within 72 hours after the event. There will be six (6) port-o-let facilities for the event, as well as the restrooms inside the business. The applicant for this Special Event is not requesting assistance from the Police Department or Public Works Department.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to Code Enforcement, there are no code violations existing on the site at this time. The applicant for this Special Event is not requesting assistance from the Police Department or Public Works Department.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA.

It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued, and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be considered before permitting future events.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Doghouse Bar and Grill - Bike Week 2024 Special Event Conditions	Doghouse Bar and Grill - Bike Week 2024 Special Event Conditions.docx
----	--	---

Penelope Cruz
Tim Burman
Manuel Marino
Joe Wulfing
Shannon Balmer

Created/Initiated - 1/23/2024
Approved - 1/29/2024
Approved - 2/5/2024
Approved - 2/6/2024
Approved - 2/6/2024

Wayne Clark
Tracee Cody

Approved - 2/8/2024
Final Approval - 2/8/2024

The following conditions apply to the Major Special Event for Doghouse Bar and Grill for Bike Week 2024.

1. The subject Major Special Event is for March 1st – 10th, 2024.
2. In accordance with the application submitted and approved by City Council, the proposed hours for outdoor music and activities at this are from 11:00 a.m. until 10:00 p.m. Normal indoor hours of operations (11:00 a.m. until 2:00 a.m.) of The Doghouse Bar and Grill will continue during the event. Alcohol shall not be served indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
3. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Doghouse Bar and Grill shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

4. There are no vendors for this event.
5. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11.1.2 (Tents)*. Tents shall be permitted only on a temporary basis.
 - Tents or canopies being used in association with this event shall comply with the requirements set forth in NFPA 101 Chapter 11.11 (Tents) Standards for Special Structures and High-Rise Buildings.
 - Tents or canopies cannot be erected more than seventy-two (72) hours prior to the event and must be removed within seventy-two (72) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
6. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
7. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
8. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard*

for Portable Fire Extinguishers.

9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
11. The event coordinator will be providing restrooms located inside the business in addition to providing 6 port-o-let facilities during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
12. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.
15. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
16. A temporary sign permit shall be required for signage for this event.
17. No trees shall be removed, and care shall be taken to protect landscaped areas.
18. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
19. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
20. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> to ensure all items associated with the event have been removed to include all debris, signs/banners and tents within 72 hours after the event ends.
21. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
22. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (B10) Approval of Memorandum of Understanding with International Union of Police Association (IUPA) and Police Benevolent Association Lieutenants (PBA Lts.) Regarding Retroactive Intent of the Line of Duty Death Benefit

DEPARTMENT: City Attorney

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Memorandum of Understanding with International Union of Police Association (IUPA) and Police Benevolent Association Lieutenants (PBA Lts.) Regarding Retroactive Intent of the Line of Duty Death Benefit.

SUMMARY: On September 19, 2023, City Council approved Ordinance No. 2023–09 amending the Police Pension Ordinance to include a Line of Duty Death Benefit. The ordinance did not contain a clear indication of whether the benefit should be applied retroactively. The Police Pension Board has received an application for the benefit and has asked the City and unions to determine (via an MOU) whether the benefit was intended to apply retroactively. Both IUPA and PBA Lts. have executed the attached MOU indicating that their intent was to establish a benefit with a retroactive effective date of July 1, 2021. The MOU is now before the City Council to determine whether it was the intent of City Council to apply a retroactive effective date of July 1, 2021 to the Line of Duty Death Benefit.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	LODD MOU re Retro w IUPA and PBALT	LODD MOU re Retro w IUPA and PBALT.pdf
----	------------------------------------	--

John McKinney	Created/Initiated - 1/25/2024
Matthew Jones	Approved - 1/25/2024
John McKinney	Approved - 1/25/2024
Matthew Jones	Approved - 2/7/2024
Wayne Clark	Approved - 2/8/2024
Tracee Cody	Final Approval - 2/8/2024

MEMORANDUM OF
UNDERSTANDING BETWEEN
THE
CITY OF PORT ORANGE AND
THE
INTERNATIONAL UNION OF
POLICE ASSOCIATIONS
PERC CERTIFICATION #1983

RATIFIED BY THE COASTAL
FLORIDA POLICE
BENEVOLENT
ASSOCIATION LIEUTENANTS,
PERC CERTIFICATION #5561

This Memorandum of Understanding ("MOU") is entered into, outside of contract negotiations between the International Union of Police Associations - PERC Certification #1983 ("Association") and the City of Port Orange ("City"), herein collectively referred to as (the "parties"), and provides clarification as to the effective date of the new line-of-duty death pension benefit adopted by Ordinance 2023-09 and codified in the City of Port Orange Code of Ordinances at Section 54-132.5, Chapter 54, Article V, Police Pension Fund ("LODD Ordinance"). The Coastal Florida Police Benevolent Association Lieutenants, PERC Certification #5561 ("PBALT"), has reviewed and ratified the proposed clarification to the LODD Ordinance.

1. The parties recognize that there has been some confusion regarding the intended effective date of the LODD Ordinance. The parties do hereby agree that the LODD Ordinance was intended to have a retroactive effective date of July 1, 2021, notwithstanding the date of its adoption by City Council.

2. The PBALT has reviewed and ratified this MOU and concurs that the LODD Ordinance was intended to have a retroactive effective date of July 1, 2021.

3. This MOU does not alter any of the terms and conditions set forth in the collective bargaining agreement which shall remain in full force and effect.

This MOU shall become effective upon ratification by the Union members, upon ratification of the PBALT, approval by the City, and execution by all parties.

[SIGNATURE PAGES TO FOLLOW]

INTERNATIONAL ASSOCIATION OF POLICE ASSOCIATIONS LOCAL 6051,
PERC CERTIFICATION #1983, FLA:


ALAVEZATOS

Date: 01/25/2024

IUPA, Unit Representation

RATIFIED BY COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS, PERC CERTIFICATION #5561, PBA, FLA :

LT. W. J. Patton #3704
Date: 11/16/24

CFPBA, Unit Representation

CITY OF PORT ORANGE, FLORIDA

Date:_____

Don Burnette, Mayor

Attest:

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (B11) Resolution No. 24-02 - Statewide Mutual Aid Agreement for Emergency Management

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 24-02.

SUMMARY: The Emergency Management Act, Chapter 252, provides each local government of the state with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such contracts to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

The City initially adopted the Statewide Mutual Aid Agreement in 2001. The last version of the agreement was approved by the City and executed in 2021. In 2023, the State of Florida updated the agreement's language. The State's changes are summarized below.

- Revises language for adoption by signatories on the signature pages.
- Provides clarification and direction on any documentation requirements, procedures and disputes regarding reimbursement between the requestor and providing entity, including language related to FDEM reimbursement allowances.
- Removes the references to the Form B Attachment to the Resource Support Agreements found on the division's SharePoint site.
- Add references to the Division's Florida - Recovery Obligation Calculation documentation and specify requirements for signatories to use the Division's processes for state-requested missions.

Entering into this revised agreement with the State will allow the City to be better prepared to receive resources, provide resources, and seek reimbursement for a wide range of incidents.

The Statewide Mutual Aid Agreement provides the path for the City to receive/provide

essential services in times of need. The document provides clear direction on the following: the proper procedure for requesting resources, appropriate chain of command, applicable forms, and the current FEMA pay schedule.

PRESENTER: Joe Wulfig

ATTACHMENTS:

1.	Resolution 21-53 - Statewide Mutual Aid Agreement for Emergency Management	Resolution 21-53 - Statewide Mutual Aid Agreement for Emergency Management.pdf
2.	2021 Statewide Mutual Aid Agreement Executed	SMAA Executed.pdf
3.	Resolution 24-02 - Approval of Statewide Mutual Aid Agreement	Resolution 24-02 - Approval of Statewide Mutual Aid Agreement .pdf

Robin Fenwick	Created/Initiated - 1/8/2024
Joe Wulfig	Approved - 1/8/2024
Matthew Jones	Approved - 1/24/2024
Wayne Clark	Approved - 2/8/2024
Tracee Cody	Final Approval - 2/8/2024

RESOLUTION NO. 21-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE STATEWIDE MUTUAL AID AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; DIRECTING THE CITY MANAGER TO SEND THE EXECUTED AGREEMENT TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources; and

WHEREAS, such disasters may also give rise to unusual technical need that the local government may be unable to meet with existing resources, but that other local government may be able to offer; and

WHEREAS, The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

NOW, THEREFORE, BE IT RESOLVED 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 approves the Statewide Mutual Aid Agreement, a copy of which is attached hereto as Exhibit "A".

Section 2. The Mayor and City Clerk are hereby authorized to execute the Statewide Mutual Aid Agreement on behalf of the City of Port Orange.

Section 3. The City Manager is hereby directed to send a copy of said agreement to the Florida Division of Emergency Management.

Section 4. This resolution shall become effective immediately upon adoption.

ATTEST:

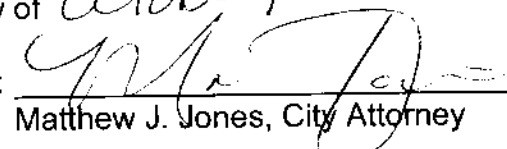

Robin L. Fenwick, MMC, City Clerk


MAYOR DONALD O. BURNETTE



Adopted on the 5 day of October, 2021

Reviewed and Approved:


Matthew J. Jones, City Attorney



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(c), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section F of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions.

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

**COUNTY OF VOLUSIA
COUNTY OF VOLUSIA, FLORIDA**

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Date: _____

Attest:

By: _____
Name: George Recktenwald
County Manager
Date: _____

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

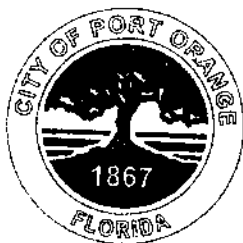
Date: _____

ATTEST:

CITY CLERK

By: *Robin K. Hemenway*

Title: City Clerk



CITY OF

STATE OF FLORIDA

Port Orange
By: *David O. Butler*

Title: Mayor

Date: 10/5/2021

Approved as to Form:

By: *[Signature]*
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

STATE OF FLORIDA SCHOOL DISTRICT,

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____
_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT
 Type or print all information except signatures
 Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:	Time:	(local)	HRS	Mission No:
Point of Contact:	Telephone No:	E-mail address:		
Requesting Party:			Assisting Party:	
Incident Requiring Assistance:				
Type of Assistance/Resources Needed (use Part IV for additional space)				
Date & Time Resources Needed:		Location (address):		
Approximated Date/Time Resources Released:				
Authorized Official's Name:		Signature:		
Title:	Agency:			

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:	Telephone No:	E-mail address:
Type of Assistance Available:		
Date & Time Resources Available	To:	
Location (address):		
Approximate Total cost for mission:	\$	
Travel: \$	Personnel: \$	Equipment & Materials: \$
		Contract Rental: \$
Logistics Required from Requesting Party	Yes ☐	(Provide information on attached Part IV) No ☐
Authorized Official's Name:	Title:	
Date:	Signature:	Local Mission No:

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:	Title:
Signature:	Agency:

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 et seq. for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.226 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.200 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
R010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included	hour	\$ 1.62
R011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included	hour	\$ 9.86
R012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included	hour	\$ 12.48
R013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included	hour	\$ 20.98
R014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included	hour	\$ 32.13
R015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included	hour	\$ 57.08
R016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included	hour	\$ 95.60
R017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included	hour	\$ 94.97
R040	Ambulance			to 150		hour	\$ 24.09
R041	Ambulance			to 210		hour	\$ 41.18
R050	Board, Arrow			to 8	Trailer Mounted	hour	\$ 4.43
R051	Board, Message			to 5	Trailer Mounted	hour	\$ 11.60
R060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
R061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
R062	Auger, Truck Mount	Max. Auger Diameter	24 In	to 13	Includes digger, boom and mounting hardware	hour	\$ 5.25
R063	Auger, Truck Mount	Max. Auger Size	24 In	to 140	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate	hour	\$ 31.93
R064	Hydraulic Post Driver					hour	\$ 35.27
R065	Auger	Horizontal Directional Boring Machine	250 X 100	305	DD-140B YR-2003	hour	\$ 172.29
R066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.93
R067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JTS/DL (2013)	hour	\$ 41.34
R068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.67
R068-1	Bush Hog	Bush Hog - Model 3270	Left, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
R068-2	Bush Hog	Bush Hog - Model 2875	Flex Wing Rotary Cutters			hour	\$ 43.17
R070	Automobile			to 130	Transporting people	mile	\$ 0.545
R071	Automobile			to 130	Transporting cargo	hour	\$ 12.43
R072	Automobile, Police			to 250	Patrolling	mile	\$ 0.545
R073	Automobile, Police			to 250	Stationary with engine running	hour	\$ 10.05
R075	Motorcycle, Police					mile	\$ 0.505
R076	Automobile - Chevy Trailblazer	Brand of		295 to 300		hour	\$ 23.09
R077	Automobile - Ford Expedition	Fire Command Center	Logbook Veb	350	2015 Model	hour	\$ 15.62
R078	MRAP Armored Rescue Vehicle	Search and Rescue Multi-Tracker Military Support Vehicle		375-450	Qualified for operational rate out	Hr	\$ 51.80
R079	MRAP C-MTV	Search and Rescue Multi-Tracker Military Support Vehicle	power 50000 Lbs	to 300	Qualified for operational rate out	Hr	\$ 48.25

P080	All Terrain Vehicle (ATV)	Engine 110cc 4-Wheel 20" tire		6-7.5		hour	\$ 8.25
P081	All Terrain Vehicle (ATV)	Engine 125cc 4-Wheel 21" tire		7.6-8.8		hour	\$ 8.67
P082	All Terrain Vehicle (ATV)	Engine 150cc 4-Wheel 22" tire		9.0-10.0		hour	\$ 8.68
P083	All Terrain Vehicle (ATV)	Engine 200cc 4-Wheel 24" tire		12-14.0		hour	\$ 9.21
P084	All Terrain Vehicle (ATV)	Engine 250cc 4-Wheel 24" tire		15-17		hour	\$ 9.81
P085	All Terrain Vehicle (ATV)	Engine 300cc 4-Wheel 24" tire		18-20		hour	\$ 10.66
P086	All Terrain Vehicle (ATV)	Engine 400cc 4-Wheel 25" tire		20-29		hour	\$ 12.29
P087	All Terrain Vehicle (ATV)	Engine 450cc 4-Wheel 25" tire		28-28		hour	\$ 13.07
P088	All Terrain Vehicle (ATV)	Engine 550cc 4-Wheel 25" tire		38-40		hour	\$ 13.86
P089	All Terrain Vehicle (ATV)	Engine 750cc 4-Wheel 25" tire		44-46		hour	\$ 14.79
P110	Barge Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$ 52.06
P111	Barge Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$ 61.90
P112	Barge Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$ 108.97
P113	Barge Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$ 136.90
P120	Boat Tow	Size	55'x20'x5'	to 870	Steel	hour	\$ 392.71
P121	Boat Tow	Size	60'x21'x5'	to 1050	Steel	hour	\$ 400.32
P122	Boat Tow	Size	70'x30'x7.5'	to 1350	Steel	hour	\$ 624.56
P123	Boat Tow	Size	120'x34'x8'	to 2000	Steel	hour	\$ 1,181.86
P124	Arboret	815AGIS Arboret w/spray unit	15'x8'	400		hour	\$ 52.70
P125	Arboret	815AGIS Arboret w/spray unit	15'x8'	475		hour	\$ 53.06
P126	Swamp Buggy	Conquest		360		hour	\$ 41.35
P130	Boat Row			0	Heavy duty	hour	\$ 1.46
P131	Boat Runabout	Size	13'x5'	to 60	Outboard	hour	\$ 12.55
P132	Boat Tender	Size	14'x7'	to 100	Inboard with 360 degree drive	hour	\$ 16.52
P133	Boat Push	Size	45'x21'x6	to 435	Flat hull	hour	\$ 282.03
P134	Boat Push	Size	54'x21'x6	to 525	Flat hull	hour	\$ 299.74
P135	Boat Push	Size	58'x24'x7.5'	to 705	Flat hull	hour	\$ 355.76
P136	Boat Push	Size	64'x25'x8	to 870	Flat hull	hour	\$ 359.36
P140	Boat Tug	Length	16' F1	to 100		hour	\$ 47.35
P141	Boat Tug	Length	18' F1	to 175		hour	\$ 70.55
P142	Boat Tug	Length	26' F1	to 250		hour	\$ 90.10
P143	Boat Tug	Length	40' F1	to 340		hour	\$ 215.09
P144	Boat Tug	Length	51' F1	to 700		hour	\$ 302.01
P145	Jet Ski	3-seater				hour	\$ 27.70
P146	Jet Ski					hour	\$ 8.60
P147	Boat Inflatable Rescue Raft	Zodiac		0		hour	\$ 1.13
P148	Boat, Runabout	1544 lbs	11 passenger capacity	100-250		hour	\$ 65.51
P149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$ 1.58
P151	Broom Pavement	Broom Length	90 in	to 100		hour	\$ 30.41
P153	Broom Pavement, Mtd	Broom Length	72 in	to 18	Add Prime Mover cost for total rate	hour	\$ 6.24
P154	Broom Pavement, Pull	Broom Length	84 in	to 20	Add Prime Mover cost for total rate	hour	\$ 23.75
P155	Broom Pavement	Broom Length	72 in	to 35		hour	\$ 25.28
P157	Sweeper Pavement			to 110		hour	\$ 78.79
P158	Sweeper Pavement			to 230		hour	\$ 102.03
P160	Bus			to 150		hour	\$ 21.60
P161	Bus			to 210		hour	\$ 25.92
P162	Bus			to 300		hour	\$ 38.65
P163	Blower	Gasoline powered Toro Pro Force		27		hour	\$ 15.40
P169	Mosquito Sprayer	2015 Adaco Guardian 95 ES	15-gal 350 lbs			hour	\$ 18.83
P194	Back-Pack Blower			to 4.4		hour	\$ 1.93
P195	Walk-Behind Blower			13		hour	\$ 6.43
P167	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$ 1.91
P168	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$ 2.59
P169	Chainsaw	Bar Length = 20 in	6.0 cu in	1.4		hour	\$ 2.77

R180	Chain Saw	Bar Length = 16 in	2.5 cu cu in	7.4		hour	\$	1.80
R181	Chain Saw (STHL)	Bar Length = 25 in	7.5 cu cu in	3.62		hour	\$	3.72
R182	Chain Saw, Pole	Bar Length = 18 in	4.0 cu cu in	1.2		hour	\$	2.10
R193	Skidder	model 748 E		to 174		hour	\$	60.25
R194	Skidder	model 648 C11		to 177		hour	\$	105.44
R195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$	119.59
R196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$	134.74
R197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$	142.31
R198	Brancher Cutter	Cutter, Brush - 247 hp 1997 Model 511 Feller		to 247		hour	\$	193.95
R199	Log Trailer	40 ft		0		hour	\$	10.15
R200	Chipper, Brush	Chipping Capacity	8 in	to 35	Trailer Mounted	hour	\$	8.17
R201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted	hour	\$	17.06
R202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted	hour	\$	24.89
R203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted	hour	\$	35.75
R204	Chipper, Brush	Chipping Capacity	18 in	to 260	Trailer Mounted	hour	\$	50.41
R205	Loader - Tractor - Knockleboom	model Barko 595 ML		to 173		hour	\$	169.74
R209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$	98.48
R210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate	hour	\$	134.68
R211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	hour	\$	178.82
R212	Clamshell & Dragline, Truck			to 245	Bucket not included in rate	hour	\$	147.05
R215	BOHAG Compactor	BW100AD-3		33		hour	\$	24.80
R219	Compactor 42-Ton Pavement Roller	Single-Drum Vibratory Compactor	In 2.9 Ton	28		hour	\$	28.72
R220	Compactor			to 10		hour	\$	15.92
R221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$	33.60
R222	Compactor, Vibratory, Drum			to 75		hour	\$	24.09
R223	Compactor, pneumatic wheel			to 100		hour	\$	26.96
R225	Compactor, Sanitation			to 360		hour	\$	95.11
R226	Compactor, Sanitation			to 400		hour	\$	154.62
R227	Compactor, Sanitation			535		hour	\$	264.25
R228	Compactor, towed, Pneumatic, Wheel	Hennules P1-11	10,000 lbs		11-Wheels (Towed)	hour	\$	18.48
R229	Compactor, Towed Steel Drum Shale Compactor	GTD-54120	20,000 lbs		One Drum (Towed)	hour	\$	16.22
R240	Feeder, Grizzly			to 35		hour	\$	25.47
R241	Feeder, Grizzly			to 55		hour	\$	33.55
R242	Feeder, Grizzly			to 75		hour	\$	65.18
R250	Dozer, Crawler	Deere 450L1		to 75		hour	\$	54.26
R251	Dozer, Crawler	Deere 450L1GP, ROPS/ROPS		to 105		hour	\$	65.14
R252	Dozer, Crawler			to 160		hour	\$	98.77
R253	Dozer, Crawler			to 250		hour	\$	163.35
R254	Dozer, Crawler			to 360		hour	\$	218.47
R255	Dozer, Crawler	Make/Model: CAT D10T (dec 2014) Protection: ROPS, Type Semi-U		to 574		hour	\$	317.43
R256	Dozer, Crawler			to 850		hour	\$	358.48
R260	Dozer, Wheel			to 300		hour	\$	66.26
R261	Dozer, Wheel			to 400		hour	\$	101.22
R262	Dozer, Wheel			to 500		hour	\$	184.08
R263	Dozer, Wheel			to 625		hour	\$	239.37
R269	Box Scraper	3 hitch attach for tractor 2007 Baf-0		0		hour	\$	3.65
R270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	4.64
R271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	8.81
R272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	13.19
R273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	20.11
R275	Bucket, Dragline	Capacity	2.5 CY	0	Does not include Clamshell & Dragline	hour	\$	3.98
R276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$	8.93

8277	Bucket Dragline	Capacity	10 CY	0	Does not include. Clamshell & Dragline	hour	\$ 14.19
8278	Bucket Dragline	Capacity	14 CY	0	Does not include. Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel Includes bucket	hour	\$ 38.97
8281	Excavator, Hydraulic	Bucket Capacity	1 CY	to 50	Crawler, Truck & Wheel. Includes bucket	hour	\$ 38.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 100	Crawler, Truck & Wheel. Includes bucket	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 205	Crawler, Truck & Wheel. Includes bucket	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel Includes bucket	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel Includes bucket	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel Includes bucket	hour	\$ 460.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		236		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		220		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.72
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 64.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	94.9	3.1 - 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH410B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	7.6 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 86		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 460		hour	\$ 105.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	730 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.54
8330	Generator	Prime Output	1100 KW	1145	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closed	hour	\$ 18.05
8327	Generator Large	Prime Output	60 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000 KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment	hour	\$ 80.42
8350	Hose Discharge	Diameter	3 in	0	For 25 foot length. Includes couplings	hour	\$ 0.16
8351	Hose Discharge	Diameter	4 in	0	For 25 foot length. Includes couplings	hour	\$ 0.24
8352	Hose Discharge	Diameter	6 in	0	For 25 foot length. Includes couplings	hour	\$ 0.62
8353	Hose Discharge	Diameter	8 in	0	For 25 foot length. Includes couplings	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings	hour	\$ 0.12
8355	Hose, Discharge	Diameter	14 In	0	Per 25 foot length. Includes couplings	hour	\$ 0.17
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings	hour	\$ 0.33
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings	hour	\$ 0.47
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings	hour	\$ 3.29
8380	Loader, Grader	Bucket Capacity	0.5 CY	to 32	Includes bucket	hour	\$ 19.59
8381	Loader, Grader	Bucket Capacity	1 CY	to 60	Includes bucket	hour	\$ 36.87
8382	Loader, Grader	Bucket Capacity	2 CY	to 118	Includes bucket	hour	\$ 69.24
8383	Loader, Grader	Bucket Capacity	3 CY	to 178	Includes bucket	hour	\$ 103.22
8384	Loader, Grader	Bucket Capacity	4 CY	to 238	Includes bucket	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	GAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.49
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete, Portable	Batching Capacity	10 Cb	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete, Portable	Batching Capacity	12 Cb	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mtd	Batching Capacity	11 Cb	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mtd	Batching Capacity	18 Cb	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	1.3 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25-90 Lbs	0	All Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 19.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8422	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mtd	Hopper Size	8 Ft	to 4	Trailer & truck mounted,	hour	\$ 4.77
8430	Paver, Asphalt, Towed			5	Does not include Prime Mover	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment	hour	\$ 70.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment	hour	\$ 90.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cedarapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.58
8438	Pick-up, Asphalt	Blue-Knox	MG-330	184 to 260	Asphalt-Pick-up Machine	hour	\$ 188.75
8439	Pick-up, Asphalt	MTV-1000C		to 275	Asphalt-Pick-up Machine	hour	\$ 214.09
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 10.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 41.28
8445	Striper, Truck Mtd	Paint Capacity	120 Gal	to 460		hour	\$ 83.95
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver, accessory -Belt Extension	2000 Lerchoy Conveyor Belt Extension	24' X 50'	0	Crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mtd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mtd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	PLOW, Truck Mtd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.24
8453	PLOW, Truck Mtd	Width	to 15 Ft	0	With leveling wing, include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted	hour	\$ 6.40
8459	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 51A pump	2" - 10,000 gal/hr	to 4.5	Hoses not included	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr	to 6	Hoses not included	hour	\$ 6.98
8472	Pump	Centrifugal, 18K pump	3" - 15,000 gal/hr pump	to 10	Hoses not included	hour	\$ 8.05
8473	Pump			to 15	Hoses not included	hour	\$ 12.08
8474	Pump			to 25	Hoses not included	hour	\$ 13.77
8475	Pump			to 40	Hoses not included	hour	\$ 16.18
8476	Pump	4" - 40,000 gal/hr	4" - 40,000 gal/hr	to 60	Hoses not included	hour	\$ 27.45
8477	Pump			to 95	Hoses not included	hour	\$ 32.77
8478	Pump			to 140	Hoses not included	hour	\$ 41.84
8479	Pump			to 200	Hoses not included	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses	hour	\$ 68.13
8481	Pump			to 350	Does not include Hoses	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses	hour	\$ 99.61
8483	Pump			to 500	Does not include Hoses	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses	hour	\$ 138.53
8485	Pump			to 650	Does not include Hoses	hour	\$ 154.88
8486	Aerial Lift, Truck Mtd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mtd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.98
8488	Aerial Lift, Truck Mtd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mtd	Max. Platform Load - 500 Lbs	51 Ft - 100 Ft Ht		Articulated and Telescoping Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft Ht	to 15	Articulated, Telescoping Scissor	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft Ht	to 30	Articulated, Telescoping Scissor	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft Ht	to 50	Articulated, Telescoping Scissor	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft Ht	to 85	Articulated and Telescoping	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft Ht	to 130	Articulated and Telescoping	hour	\$ 73.90
8495	LC Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75'x155", 40Ft Ht	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mtd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mtd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mtd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self-Priming Trash Pump	hour	\$ 7.70
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.67
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.91
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatically Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatically Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	10 CY	to 202		hour	\$ 133.90
8522	Scraper	Scraper Capacity	22 CY	to 381		hour	\$ 174.90
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 372.77

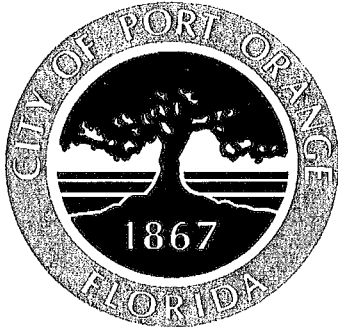
R544	Scraper	Scraper Capacity	44 CY	to 664		hour	\$ 354.84
R540	Loader, Skid-Steer	Operating Capacity	875 - 1250 Lbs	to 56		hour	\$ 26.83
R541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 69		hour	\$ 35.47
R542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$ 38.72
R550	Snow Blower, Truck Mtd	Capacity	600 Tph	to 75	Does not include truck	hour	\$ 35.49
R551	Snow Blower, Truck Mtd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$ 94.72
R552	Snow Blower, Truck Mtd	Capacity	2600 Tph	to 340	Does not include truck	hour	\$ 143.88
R553	Snow Blower, Truck Mtd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$ 156.93
R554	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$ 2.97
R555	Snow Thrower, Walk Behind	Cutting Width	46 in	to 15		hour	\$ 14.47
R560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$ 234.49
R561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$ 255.25
R562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$ 285.56
R563	The Vammos 4500	Snow Remover	26ft Plow, 20ft Burn + Anblast	478	Equip with Plow & Mount	hour	\$ 200.09
R564	The Vammos 5500	RM300	96"W x 20'D	359	Std. Stabilizer - Resiliator	hour	\$ 212.06
R565	Oshkosh Payment Sweeper	H-Series		420	Equip with Burner	hour	\$ 229.09
R566	Dust Control Device Unit	1300-2000 gal	173" x 89"W x 51"H	555	Hydro Pump w. 100' 1.2" hose	hour	\$ 3.52
R570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included	hour	\$ 23.95
R571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included	hour	\$ 33.36
R572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 85	Loader and Backhoe Buckets included	hour	\$ 43.36
R573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 110	Loader and Backhoe Buckets included	hour	\$ 49.55
R580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar	hour	\$ 14.57
R591	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate	hour	\$ 22.45
R592	Distributor, Asphalt	Tank Capacity Mounted on Trucks	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate	hour	\$ 32.52
R593	Distributor	ETNYRE Oil Distributor Model - PB348		399		hour	\$ 43.67
R594	Distributor	ETNYRE Quad Chip Spreader		289		hour	\$ 90.67
R590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover	hour	\$ 13.13
R591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover	hour	\$ 16.37
R620	Trailer, Equipment	Capacity	30 Tons	0		hour	\$ 16.71
R621	Trailer, Equipment	Capacity	40 Tons	0		hour	\$ 18.49
R622	Trailer, Equipment	Capacity	60 Tons	0		hour	\$ 19.30
R623	Trailer, Equipment	Capacity	120 Tons	0		hour	\$ 30.52
R610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	\$ 15.85
R611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	\$ 19.49
R612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	\$ 22.76
R613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar	hour	\$ 28.39
R614	Truck, Water Tanker	1000 gal tank		175		hour	\$ 35.84
R620	Tub Grinder			to 440		hour	\$ 86.30
R621	Tub Grinder			to 630		hour	\$ 146.62
R622	Tub Grinder			to 760		hour	\$ 189.56
R623	Tub Grinder			to 1000		hour	\$ 332.79
R627	Horizontal Grinder	Model HSG6000		630		hour	\$ 59.12
R628	Stamp Grinder	1488 Vermeer SG-112		102		hour	\$ 46.50
R629	Stamp Grinder	24" grinding wheel		119		hour	\$ 46.51
R630	Sprayer, Seed	Working Capacity	750 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover	hour	\$ 14.76
R631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover	hour	\$ 19.74
R632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover	hour	\$ 32.50
R633	Mulcher, Trailer Mtd	Working Capacity	7 TPH	to 35		hour	\$ 15.50

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$	23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$	33.56
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	502		hour	\$	266.76
8637	Trailer, CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each belly	hour	\$	46.10
8638	Rake	Barber Brown Sams Rake 600HDr towed		0	Towed by Beach vehicle	hour	\$	15.78
8639	Crusher	Wilocal 62n Cougar Tumbler Screen chipper w belt		125		hour	\$	35.22
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16'	hour	\$	2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24'	hour	\$	2.74
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20'	hour	\$	3.04
8643	Trailer	Haz-Art Equipment trailer	8'x12'	0	Move by Tractor to Location	hour	\$	38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$	5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$	30.34
8646	Trailer, Dodge	8' x 32' full-bed water	25 000 MGWV	200	14x2-Axle	hour	\$	28.00
8650	Trencher			to 40	Walk-behind, Grader & Wheel Mounted Chain and Wheel	hour	\$	16.51
8651	Trencher			to 45	Walk-behind, Grader & Wheel Mounted Chain and Wheel	hour	\$	28.52
8654	Trencher accessories	2008 Grisack Trenchbox		0		hour	\$	1.96
8660	Plow, Cable	Flow Depth	24 in	to 30		hour	\$	13.77
8661	Plow, Cable	Flow Depth	36 in	to 65		hour	\$	40.07
8662	Plow, Cable	Flow Depth	48 in	to 110		hour	\$	44.66
8670	Derrick, Hydraulic Digger	Max. Boom - 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pull alignment attachment. Include truck rate	hour	\$	45.07
8671	Derrick, Hydraulic Digger	Max. Boom - 90 Ft, 14,000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pull alignment attachment. Include truck rate	hour	\$	56.12
8672	Moxco SF-60	2P, 32 ton Head	134KW	179	Scum Sologrip Vibratory Pile Driver	hour	\$	199.20
8680	Truck, Fire, Industrial 112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm 1000 gal Water or Foam	600	2-1000gpm Nozzles - Each Side of Platform	hour	\$	198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/500gal		Engine, with Pump & Roll	hour	\$	120.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$	132.00
8683	Truck, Fire, Ladder 48ft (Type-II)	Pump/Tank Capacity	150gpm 500gal	115-149	Hose 1-1/2"ID 500' Long	hour	\$	119.30
8684	Truck, Fire, Aerial (Cummins IXLR-100) Ladder	Pump/Tank Capacity	2000gpm 500gal	450	1500gpm Monitor nozzle	hour	\$	176.00
8685	Truck, Fire, Ladder 48ft (Type-I)	Pump/Tank Capacity	1000gpm 400gal 500gpm Master Stream	200-250	Hose 2-1/2"ID 1200' Long	hour	\$	154.00
8686	Truck, Fire, Ladder 48ft (Type-II)	Pump/Tank Capacity	500gpm 300gal	105-193	Hose 2-1/2"ID 1000' Long	hour	\$	131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$	114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$	103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$	79.00
8690	Truck, Fire, Water Tender	Pump Capacity	1000 GPM @ 150 psi			hour	\$	70.34
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$	74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$	81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$	84.04
8694	Truck, Fire, Aerial Ladder (155Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$	121.00
8695	Truck, Fire, Aerial Ladder (150Ft)	Ladder length	150 Ft		No Platform	hour	\$	146.43
8696	Truck, Fire, (Rescue)	No Ladder		330	Rescue Equipment	hour	\$	90.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$	119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$	102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$	126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$	21.40
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$	40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$	28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$	32.40
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$	52.73
8708	Trailer, semi	480 to 530, flat-bed, freight, two axle	10,000+ gvw	0		hour	\$	8.67
8709	Trailer, semi	enclosed 48 ft to 55 ft, two axles	50,000+ gvw	0	Enclosed	hour	\$	9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw	0		hour	\$	10.31

8711	Flatbed Utility trailer	6 ton		0		hour	\$ 3.21
8712	Channel, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted (350 gal)	hour	\$ 25.53
8713	Channel, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted (1500 Gal)	hour	\$ 32.02
8714	Vector-Combined Sewer Cleaning	800 Gal Spoils 400 Gal Water	500/500 gal	190	with water & waste Tanks	hour	\$ 85.10
8714-1	Vector Combine Vacuum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$ 86.04
8715	Truck, Hydro Vac	model LP55DT	36 - Hp pump	36	Towed by tractor	hour	\$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code #211	hour	\$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$ 76.72
8719	Liter Pallet	model 2007 Barber		0	Towed by tractor	hour	\$ 9.60
8720	Truck, Dump	Truck Capacity	8 CY	to 220		hour	\$ 57.70
8721	Truck, Dump	Truck Capacity	10 CY	to 320		hour	\$ 72.05
8722	Truck, Dump	Truck Capacity	12 CY	to 400		hour	\$ 78.42
8723	Truck, Dump	Truck Capacity	14 CY	to 400		hour	\$ 77.50
8724	Truck, Dump, Off Highway	Truck Capacity	28 CY	to 450		hour	\$ 136.57
8725	Truck, Dump	Truck Capacity	18 CY	to 400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 250		hour	\$ 49.74
8731	Truck, Garbage	Capacity	30 CY	to 325		hour	\$ 57.08
8733	LBAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$ 3.67
8734	Amplifier, safety	Must stop vehicle at 60 mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$ 3.80
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Camion Truck		350		hour	\$ 18.25
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van up to 15 passenger	light duty, class 1		225-300		hour	\$ 20.48
8747	Van up to 15 passenger	light duty, class 2		225-300		hour	\$ 20.77
8748	Van cargo	light duty, class 1		225-300		hour	\$ 22.44
8749	Van cargo	light duty, class 2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to 30		hour	\$ 6.41
8753	Vehicle, Recreational			to 10		hour	\$ 2.87
8754	Motor Coach	6VV-50531	36 Passenger + 1 Driver	430	Passenger Transportation	hour	\$ 63.64
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$ 3.80
8770	Welder, Portable			to 10	Includes ground cable and lead cable	hour	\$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable	hour	\$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable	hour	\$ 13.60
8773	Welder, Portable			to 80	Includes ground cable and lead cable	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system	hour	\$ 31.65
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system	hour	\$ 36.67
8785	Container & roll off truck	Roll off Truck	30 yds	200	Roll-off-Truck only	hour	\$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$ 43.45
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$ 47.67
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$ 52.98
8794	Truck, Haul	Enclosed w/lift gate, Medium duty, class 5	gvwr 16,000-19,500 lbs	200	4 X 2 Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	240		hour	\$ 34.56
8796	Truck, freight	Enclosed w/lift gate, Heavy duty, class 7	26,001 to 34,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$ 31.43
8796	Truck	Tilt and roll-back, two axle, class 7, heavy duty	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$ 32.13
8799	Truck	Tilt and roll-back, three axle, class 8, heavy duty	over 33,001 + gvwr	280	6 X 4 Axle (D)	hour	\$ 42.20
8800	Truck, Pickup				When transporting people	mile	\$ 0.546
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	150		hour	\$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$ 17.81
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$ 21.16
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$ 23.22

#835	Truck, Pickup	1.3.4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
#836	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
#837	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
#838	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.98
#839	Truck, Pickup	1.1.4-ton Pickup Truck	4x4-Axle	365	Crew	hour	\$ 26.65
#840	Truck, Pickup	1.1.4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.42
#841	Truck, Pickup	1.3.4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
#820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
#821	Forklift accessory	2005 ACS Grapple Bucket Debris Log (Knuckleboom Loader/Truck)		0		hour	\$ 1.56
#822	Tractor, Loader			235		hour	\$ 53.22
#823	Chipper-Wood Recycler	Cat 10 engine		700		hour	\$ 118.50
#824	Skidder	model Cat 525B		up to 160		hour	\$ 64.70
#825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
#840	Truck, service	Fuel and lube	up to 26,000 gws	215-225		hour	\$ 40.10
#841	Truck, fuel	2009 International 7,800 gal. storage tank		200		hour	\$ 32.91
#842	Mobile Command Trailer	18' X 28' with 7.5 kW Generator		0	Move to Location by Tractor	hour	\$ 14.73
#843	Mobile Response Trailer	18' X 31' with 4.5 kW Generator		0	Move to Location by Tractor	hour	\$ 13.67
#844	Mobile Command Center	unified (RV) Ultrastar MP-35	43 FT Long with Generator	400		hour	\$ 86.10
#845	Mobile Command Post Vehicle	(RV) (In-Motion)	22-FT Long	340		hour	\$ 31.55
#846	Mobile Command Post Vehicle	(RV) (Stationary) w/30 KW Generator	22-FT Long	340		hour	\$ 20.34
#847	Mobile Command Center (Trailer)	48'X8' Trailer Fully Equiped Mobile Command Center	48-FT Long	0	Move to Location by Tractor	hour	\$ 37.09
#848	Mobile Command Center (Trailer)	48'X8' When being Moved w/Truck Tractor		310		hour	\$ 50.63
#849	Mobile Command Center	43'X8.0' x 11.5'H with self 30kW Generator		280	Generator Rate not included	hour	\$ 55.57
#850	Mobile Command Center	2007-Freightliner MT-55 (RV)		260		hour	\$ 47.12
#851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
#852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
#853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
#854	Mobile Command Vehicle	53' X 8.75 Fully Equip Terex/Arda AL 4300 with 141,500 watt lights		480-550		hour	\$ 98.84
#870	Light Tower		w 10kw power unit	13.5		hour	\$ 11.11
#871	Light Tower	2004 Alland				hour	\$ 6.93
#872	Sand Bagger Machine	(Spider) automatic	w Vibration & Conveyor Motors	2-4.5		hour	\$ 48.42
#890	Helicopter	OH-58 Kiowa (Military) is the same as Bell-206B3		420		hour	\$ 467.90
#891	Helicopter	OH-58 Kiowa (Military) is the same as Bell-206B3		420		hour	\$ 489.00
#892	Helicopter	Model Bell 206-L4 Jet Ranger Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
#893	Helicopter	Model Bell 206L4 Long Ranger		650	Long Ranger	hour	\$ 585.47
#894	Helicopter	Model Bell 206L4 Long Range Twiranger		450	Twiranger	hour	\$ 703.20
#895	Helicopter	Model Bell 407 EMS- Ambulance		260		hour	\$ 625.25
#896	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
#897	Piper-Fixed wing	PA-31-350 Navajo Chief twin engine		350		hour	\$ 507.20
#898	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S700	hour	\$ 2,974.45
#899	Helicopter	Model UH-60 Blackhawk Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,586.34
#900	Rescue Helicopter	Model CH-47 Chinook heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
#901	Helicopter Light Utility	Model Bell 407UX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.78
#902	Helicopter Light Utility	Model Bell 206L - 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
#903	Helicopter	Model Bell-206L4		725		hour	\$ 570.24
#904	King Air 200 Turbo Prop Aircraft	Blackhawk King Air B200-XP61		860		hour	\$ 1,318.11
#905	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		856		hour	\$ 739.12
#906	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.13
#907	Aerostar Piston Aircraft	Aerostar 501P		200		hour	\$ 466.67
#908	Bell UH-1H Huey Helicopter II	Engine 1 x Lycoming T53 L-11 turbo shaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead Underground Wire Pulling Machine	hour	\$	20.10
8944	Wire Tensioning Machine	3000 Lbs.			Overhead Wire Tensioning Machine	hour	\$	14.84
8945	Aerial Lift - 20 Ft High	model 2006 Genie Scissor Lift	1000 Lbs.		24 Volt	hour	\$	6.43



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5500
www.port-orange.org

October 6, 2021

RE: Resolution NO 21-53 City of Port Orange/Statewide Mutual Aid Agreement

Attention: Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee Florida 32399-2100

Enclosed you will find the following items:

1. Resolution No 21-53 (City of Port Orange)
2. Statewide Mutual Aid Agreement

Please review the attached items and return a

FULLY EXECUTED ORIGINAL AGREEMENT

For our records.

RETURN in the Enclosed envelope to

City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Any questions, please call our office at (386) 506-5563

Ruth E. Thayne
rthayne@port-orange.org
Administrative Assistant for Office of City Clerk
City of Port Orange
1000 City Center Drive
Port Orange Florida 32129
(386) 506-5563

RESOLUTION NO. 21-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE STATEWIDE MUTUAL AID AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; DIRECTING THE CITY MANAGER TO SEND THE EXECUTED AGREEMENT TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources; and

WHEREAS, such disasters may also give rise to unusual technical need that the local government may be unable to meet with existing resources, but that other local government may be able to offer; and

WHEREAS, The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance; and

WHEREAS, pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

NOW, THEREFORE, BE IT RESOLVED 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 approves the Statewide Mutual Aid Agreement, a copy of which is attached hereto as Exhibit "A".

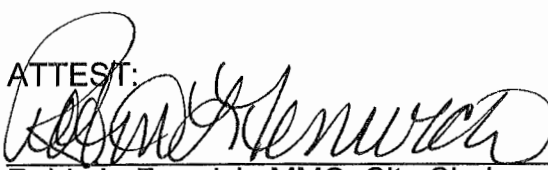
Section 2. The Mayor and City Clerk are hereby authorized to execute the Statewide Mutual Aid Agreement on behalf of the City of Port Orange.

Section 3. The City Manager is hereby directed to send a copy of said agreement to the Florida Division of Emergency Management.

Section 4. This resolution shall become effective immediately upon adoption.



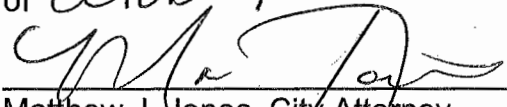
MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City Clerk



Adopted on the 5 day of October, 2021

Reviewed and Approved: 

Matthew J. Jones, City Attorney



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Ian Guidicelli
Director

Digitally signed by Ian Guidicelli

Date: 2021.11.08 13:19:39 -05'00'

ATTEST:

CITY CLERK

By: [Signature]

Title: City Clerk

CITY OF

STATE OF FLORIDA

Port Orange
By: [Signature]

Title: Mayor

Date: 10/5/2021



Approved as to Form:

By: [Signature]
City Attorney

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: City of Port Orange

Mailing Address: 1000 City Center Cir
Port Orange, FL 32129

Authorized Representative Contact Information

Primary Authorized Representative

Name: Donald O. Burnette
Title: Mayor
Address: 1000 City Center Cir, Port Orange, FL 32129
Day Phone: 386-506-5501 Night Phone: _____
Facsimile: _____ Email: dburnette@port-orange.org

1st Alternate Authorized Representative

Name: Wayne Clark
Title: City Manager
Address: 1000 City Center Cir, Port Orange, FL 32129
Day Phone: 386-506-5501 Night Phone: _____
Facsimile: _____ Email: wclark@port-orange.org

2nd Alternate Authorized Representative

Name: Joe Wulfing
Title: Fire Chief
Address: 1090 City Center Blvd., Port Orange, FL 32129
Day Phone: 386-506-5904 Night Phone: _____
Facsimile: _____ Email: jwulfing@port-orange.org

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

CERTIFICATE OF COVERAGE		ISSUED ON: 10/29/2021	
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST			
PACKAGE AGREEMENT NUMBER: PK FL1 0642010 21-07		COVERAGE PERIOD: 10/01/2021 TO 10/01/2022 12:01 AM	
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.			
Mail to: Certificate Holder Florida Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee , FL 32399-2100		<i>Designated Member</i> Donald O. Burnette	
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury: Limit \$2,000,000 \$0 Deductible X Employee Benefits Liability Limit \$2,000,000 \$0 Deductible X Employment Practices Liability Limit \$2,000,000 \$0 Deductible X Public Officials Liability Limit \$2,000,000 \$0 Deductible X Law Enforcement Liability Limit \$2,000,000 \$0 Deductible		WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER: Self Insured Workers' Compensation Statutory Workers' Compensation Employers Liability \$ Each Accident \$ By Disease \$ Aggregate Disease	
PROPERTY COVERAGE X Buildings & Personal Property Limit: Per schedule on file with Trust \$25,000 Deductible <i>Note: See coverage agreement for wind, flood, and other deductibles.</i> Rented, Borrowed and Leased Equipment Limit: \$ 0 TIV See Schedule for Deductible X Total All other Inland Marine Limit: \$ 5,069,495 TIV See Schedule for Deductible CRIME COVERAGE Employee Dishonesty Limit Deductible Forgery or Alteration Limit Deductible Theft Disappearance & Destruction Limit Deductible Computer Fraud Limit Deductible		AUTOMOBILE COVERAGE X Automobile Liability Limit \$1,000,000 \$0 Deductible X All Owned Specifically Described Autos X Hired Autos X Non-Owned Autos X Automobile Physical Damage X Comprehensive See Schedule for Deductible X Collision See Schedule for Deductible X Hired Auto with limit of \$35,000 Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible	
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.			
Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy):			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.			
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS. 	
Producer Brown & Brown, Inc. - Daytona Beach 300 North Beach Street , Daytona Beach , FL 321152412			
		AUTHORIZED REPRESENTATIVE	
PGIT-CERT (1/19) PRINT FORM		10/29/2021	



10/29/2021

**Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee , FL , 32399-2100**

**Re: Coverage Agreement - PK FL1 0642010 21-07
Wayne Clark
Effective Date: 10/01/2021 TO 10/01/2022**

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

**Margaret E. Gross, CPCU
Director of Underwriting**

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

Administered by PUBLIC RISK UNDERWRITERS
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I**TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS		Mission No:	
		(local)					
Point of Contact:		Telephone No:			E-mail address:		
Requesting Party:				Assisting Party:			
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:					Location (address):		
Approximated Date/Time Resources Released:							
Authorized Official's Name:				Signature:			
Title:			Agency:				

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available				To:	
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party Yes ☐ (Provide information on attached Part IV) No ☐					
Authorized Official's Name:				Title:	
Date:		Signature:			Local Mission No:

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

**THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.**

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 ci		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	16'x8'	425		hour	\$ 33.06
8126	Swamp Buggy	Conquest		360		hour	\$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	\$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$ 302.01
8145	Jet Ski	3-seater				hour	\$ 27.70
8146	Jet Ski					hour	\$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$ 1.58
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	\$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add Prime Mover cost for total rate	hour	\$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add Prime Mover cost for total rate	hour	\$ 23.75
8155	Broom, Pavement	Broom Length	72 in	to 35		hour	\$ 25.28
8157	Sweeper, Pavement			to 110		hour	\$ 78.79
8158	Sweeper, Pavement			to 230		hour	\$ 102.03
8180	Bus			to 150		hour	\$ 21.60
8181	Bus			to 210		hour	\$ 25.82
8182	Bus			to 300		hour	\$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$ 18.83
8184	Back-Pack Blower			to 4.4		hour	\$ 1.53
8185	Walk-Behind Blower			13		hour	\$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$ 2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	\$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor	to 2.9 Ton	28		hour	\$ 28.72
8220	Compactor			to 10		hour	\$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.66
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor, Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 25.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25-90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not Included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not Included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not Included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not Included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not Included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not Included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not Included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not Included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Hl.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Hl.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Hl.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Hl.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Hl.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Hl.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Hl.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$ 354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$ 26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$ 35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$ 38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$ 35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$ 94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$ 143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$ 156.93
8558	Snow Thrower, Walk Behind	Cutling Width	25 in	to 5		hour	\$ 2.97
8559	Snow Thrower, Walk Behind	Cutling Width	60 in	to 15		hour	\$ 14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$ 234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$ 256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$ 285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$ 260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	\$ 212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$ 229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$ 3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$ 23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$ 33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$ 43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$ 49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$ 14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$ 43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$ 90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$ 13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$ 13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$ 16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$ 18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$ 19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$ 30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$ 35.84
8620	Tub Grinder			to 440		hour	\$ 98.30
8621	Tub Grinder			to 630		hour	\$ 148.62
8622	Tub Grinder			to 760		hour	\$ 189.56
8623	Tub Grinder			to 1000		hour	\$ 332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$ 59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$ 48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$ 46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$ 15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$	23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$	33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$	265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$	95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	\$	15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$	35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$	2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$	2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$	3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$	38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$	5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$	30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGWV	200	4x2-Axle	hour	\$	28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$	1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$	13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$	40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$	44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$	109.20
8680	Truck, Fire - Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$	198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$	140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$	132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$	119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$	178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$	154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$	131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$	114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$	103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$	79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$	70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$	74.67
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$	81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$	84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$	121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$	146.43
8696	Truck, Fire (Rescue)	No Ladder		330	Rescue Equipment	hour	\$	96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$	119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$	102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$	126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$	25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$	40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$	28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$	32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$	52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvw	0		hour	\$	8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvw	0	Enclosed	hour	\$	9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvw	0		hour	\$	10.01

8711	Flat bed utility trailer	6 ton		0		hour	\$	3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted, (350 gal)	hour	\$	25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted, (1500 Gal)	hour	\$	32.02
8714	Vector-Combined Sewer Cleaning	800 Gal Spills/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$	85.10
8714-1	Vector Combine Vacuum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$	86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$	18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$	52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$	76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$	9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$	57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$	72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$	79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$	77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$	136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$	91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$	49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$	57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$	3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$	5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$	3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$	28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$	18.35
8745	Van, step	model MT10FD		300		hour	\$	22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$	20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$	20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$	22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$	22.68
8750	Vehicle, Small			to 30		hour	\$	6.41
8753	Vehicle, Recreational			to 10		hour	\$	2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$	63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$	3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$	4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$	7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$	13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$	13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$	31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$	56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$	23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$	56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$	43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$	47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$	52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$	27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$	34.56
8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$	31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$	32.13
8799	Truck,	Tilt and roll back, three axle, class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$	42.33
8800	Truck, Pickup				When transporting people.	mile	\$	0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$	12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$	17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$	21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$	23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ultimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo ChiefIn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 x Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$	20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$	14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	\$	6.44

RESOLUTION NO. 24-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE STATEWIDE MUTUAL AID AGREEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS REQUIRED BY THE AGREEMENT; DIRECTING THE CITY MANAGER TO SEND THE EXECUTED AGREEMENT TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources; and

WHEREAS, such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local government may be able to offer; and

WHEREAS, the State is authorized to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act,

Chapter 252, among political subdivisions within the State; and

WHEREAS in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, it is in the best interest of the residents that this agreement be executed.

NOW, THEREFORE, BE IT RESOLVED 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 approves the Statewide Mutual Aid Agreement which is attached hereto as Exhibit "A" and incorporated by reference.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Statewide Mutual Aid Agreement on behalf of the City of Port Orange.

Section 3. The City Manager or designee is hereby authorized to execute any documents required by the Statewide Mutual Aid Agreement.

Section 4. The City Manager is hereby directed to send a copy of said Statewide Mutual Aid Agreement to the Florida Division of Emergency Management.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney

[CA-7607]



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

EXHIBIT "A"

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

The Volusia League of Cities



“We give Volusia County a voice with the county, state legislature, state agencies, and federal government.”

“We promote sound municipal government throughout Volusia County.”

The Volusia League of Cities – Member Cities



Daytona Beach

Daytona Beach Shores

DeBary

DeLand

Deltona

Edgewater

Holly Hill

Lake Helen

New Smyrna Beach

Oak Hill

Orange City

Ormond Beach

Pierson

Ponce Inlet

Port Orange

South Daytona

The Volusia League of Cities – Officers & Directors

Board of Directors

The Volusia League of Cities installs new Board Members each December.
The following elected officials make up the 2022 Volusia League of Cities Board of Directors.



President, Lois Paritsky
Mayor
Town of Ponce Inlet



1st Vice President, Nancy Miller
Mayor
Daytona Beach Shores



2nd Vice President, Brandon Young
Councilman
City of South Daytona



Past President, Paula Reed
Commissioner
City of Daytona Beach



Gary Blair
Mayor
Orange City



Don Burnette
Mayor
City of Port Orange



Phyllis Butlien
Vice Mayor
City of DeBary



Sergia Cardenas
Council Member
Town of Pierson



Chris Cloudman
Mayor
City of Deland



Bill Partington
Mayor
City of Ormond Beach



John Penny
Vice Mayor
City of Holly Hill



Karen Allen
Executive Director
University of Central Florida





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (F16) Parks & Recreation Advisory Board Appointments (x5)

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to nominate five (5) citizens to the Parks & Recreation Advisory Board.

SUMMARY: The terms for Mark Bowling, John Cameron, Bobby Ball, Maria Mills-Benat, and Shawn Holmes expire in February. All have expressed an interest in continuing their service with the City in their capacity as Board members.

The City Clerk's office has not received any new applications.

PRESENTER: Tracee Cody

ATTACHMENTS:

Tracee Cody	Created/Initiated - 1/31/2024
Robin Fenwick	Approved - 1/31/2024
Wayne Clark	Approved - 2/8/2024
Tracee Cody	Final Approval - 2/8/2024



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/20/2024

SUBJECT: (G17) Approval to submit the proposed project list for the River To Sea TPO 2024 Transportation Improvement Program Priority List

DEPARTMENT: Community Development

GOAL: 1 - Public Safety
2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to authorize staff to submit applications for the 2024 Priority Project ranking process for transportation and pedestrian improvements to the River To Sea Transportation Planning Organization (R2CTPO).

SUMMARY: Each year, the River to Sea Transportation Planning Organization (R2CTPO) issues a call to local governments to submit transportation projects, such as turn lanes, sidewalks, trails, streetlights, and traffic signals to be eligible for funding. If the projects are selected by the TPO and the City chooses to fund them, the projects will generally require a 10% local government match. The transportation projects submitted are to improve current roadways or sidewalks within the city.

Projects previously completed under this program include the Spruce Creek Road/Dunlawton Avenue intersection, Taylor Road/Devon Street signal, Dunlawton Avenue right-turn lane at Village Trail, Herbert Street sidewalk, Herbert Street right-turn lane at Clyde Morris Boulevard, Spruce Creek Trail south of Taylor Road, McDonald Road sidewalk, Victoria Gardens Boulevard sidewalk, Dunlawton Streetlighting, and North Spruce Creek Road sidewalk.

The submittal of an application to the TPO is the first step for projects to be selected for the TPO's Transportation Improvement Program (TIP) and receive funding for design and construction. Community Development staff requests City Council approval for the following applications for projects to be submitted for consideration for placement on the TPO's 2024 Project Priority List in time to meet the required submittal deadline of February 29, 2024. This action does not obligate the City to fund these projects, only to include them for consideration on the TPO's Priority Project List.

If these projects are selected, and the City chooses to fund them, the projects will require a minimum 10% local government match. With these projects, the City pays for the project upfront and is then reimbursed. If these projects are accepted by the TPO, it is anticipated that the 301 Capital Projects Fund or 312 Transportation Impact Fee Fund will be the initial funding sources.

1. Request for a Feasibility Study to evaluate traffic and pedestrian safety improvements along Nova Road between Eagle Lake Trail and Herbert Street, specifically at the intersection of Nova Road and Eagle Lake Trail and at Nova Road and Herbert Street.

a. Nova Road and Eagle Lake Trail: The project consists of evaluating and recommending traffic safety improvements at this intersection. This intersection has experienced about 30 accidents over the last five years when vehicles turned left from Eagle Lake Trail or the shopping center plaza onto Nova Road. The anticipated traffic safety improvements would improve driver safety at this intersection and the Nova Road corridor.

b. Nova Road and Herbert Street: The project consists of extending the stacking area for the existing left-turn lanes on eastbound and westbound Herbert Street and determining if exclusive right-turn lanes can be added for westbound and eastbound Herbert Street to improve traffic movement through the intersection, specifically to segregate vehicles turning left and right onto Nova Road from through traffic on Herbert Street. The current left turn lanes experience congestion throughout the day, most notably during Silver Sands Middle school drop-off in the morning and late afternoon. The proposed turn lane extensions would assist in maintaining the functional capacity for eastbound and westbound Herbert Street by allowing more vehicles turning left or right to stack in a designated turn lane, so more vehicles can go through the intersection during a green light cycle. Also included in this project would be accessible pedestrian signals and detectors, ADA-compliant sidewalks and crosswalk approaches, signal retiming, drainage, and streetlighting as needed. In 2017, the City submitted an application for this project to the TPO, but it was given a low ranking and has not been selected for a Feasibility Study. Staff is redoing the application for this project to include more information demonstrating the need for these improvements as a way to improve this project's ranking on the TPO Priority List.

2. Request for a Feasibility Study to evaluate the extension of the existing turn lanes at the intersection of Williamson Boulevard and Town West Boulevard, along with pedestrian safety improvements. The project consists of extending the stacking area for the existing right-turn lane on southbound Williamson Boulevard, a left-turn lane on northbound Williamson Boulevard, and left and right-turn lanes on eastbound Town West Boulevard to improve traffic movement through the intersection, specifically to segregate vehicles turning left and right onto Town West Boulevard from through traffic on Williamson Boulevard. The current turn lanes experience congestion throughout the day, most notably in the Town West Boulevard turn lanes in the morning and the Williamson Boulevard turn lanes in the late afternoon. The proposed turn lane extensions would assist in maintaining the functional capacity for southbound and northbound Williamson Boulevard by allowing more vehicles turning left or right to stack in a designated turn lane so more through vehicles can go through the intersection during a green light cycle. Also included in this project would be accessible pedestrian signals and detectors, ADA-compliant sidewalks and crosswalk approaches, signal retiming, drainage, and streetlighting as needed.

3. Request for a Feasibility Study to extend the existing Madeline Avenue westbound and eastbound left turn lanes, add exclusive Madeline Avenue westbound

and eastbound right turn lanes, and evaluate the adding of a second eastbound left turn lane at the intersection of Clyde Morris Boulevard and Madeline Avenue, along with pedestrian safety improvements. The current left turn lanes onto Clyde Morris Boulevard experience congestion throughout the day, most notably in the morning and late afternoon. The proposed turn lane extensions and added right turn lanes would segregate cars turning left and right onto Clyde Morris Boulevard from through traffic on Madeline Avenue, facilitate traffic flow, and assist in maintaining the functional capacity of the Madeline Avenue and Clyde Morris Boulevard intersection. Also included in this project would be accessible pedestrian signals and detectors, ADA-compliant sidewalks and crosswalk approaches, signal retiming, drainage, and streetlighting as needed.

4. Request for Design and Construction Funds to extend the existing Madeline Avenue westbound and eastbound left turn lanes and add exclusive Madeline Avenue westbound and eastbound right turn lanes at the intersection of Nova Road and Madeline Avenue, along with pedestrian safety improvements. The turn lane improvements at this location will segregate turning vehicles from through traffic, facilitate eastbound and westbound traffic flow, and provide increased safety for vehicles and pedestrians at this intersection.

5. Request for Design and Construction Funds to construct an eastbound, right-turn lane on Dunlawton Avenue (SR421) at S. Swallow Tail Drive, along with pedestrian safety improvements. The dedicated right-turn lane at this location will segregate turning vehicles from through traffic, facilitate eastbound traffic flow, and provide increased safety for vehicles and pedestrians at this intersection.

In addition to the proposed new projects, the City currently has 19 projects on the TPO's 2023 Project Priority List that are in various stages of the selection process for a Feasibility Study, design, or construction funding. Attached is Exhibit A, which lists the current projects on the TPO's 2023 Project Priority List and their status.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Exhibit A -Current List of City Projects on TPO Priority Project List (1)	Exhibit A -Current List of City Projects on TPO Priority Project List (1).pdf
----	---	---

Lisa Epstein
Tim Burman
John McKinney
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 1/23/2024
Approved - 1/31/2024
Approved - 2/8/2024
Approved - 2/8/2024
Approved - 2/9/2024
Final Approval - 2/9/2024

Exhibit B - Current list of Port Orange projects on the TPO's 2023 Project Priority List

Traffic Operations, Safety and Local Initiatives Projects

1. Dunlawton Avenue Turn Lanes [Design underway, ROW FY 24/25, Const. FY 26/27]
 - a. Westbound Dunlawton Avenue right-turn lane at City Center Parkway;
 - b. Eastbound Dunlawton Avenue right-turn lane at Clyde Morris Boulevard;
 - c. Westbound Dunlawton Avenue right-turn lane at Nova Road;
 - d. Extend existing left-turn lanes on Dunlawton Avenue (eastbound at Nova Road, westbound at Clyde Morris Boulevard); and
 - e. Southbound Yorktowne Boulevard right-turn lane and pedestrian improvements.
2. Clyde Morris Boulevard Right Turn Lanes (eastbound at Willow Run Boulevard, eastbound at Reed Canal Road, eastbound and westbound at Madeline Avenue) [Feasibility Study completed, awaiting funding for design].
3. Ridgewood Avenue at Dunlawton Avenue Turn Lane [awaiting to be selected for Feasibility Study].
4. Dunlawton Avenue/Taylor Road Pedestrian Streetlighting [Lighting Justification Report completed 2023].
5. Eastport Access Improvements on Spruce Creek Road between Dunlawton Avenue and Commonwealth Boulevard [awaiting to be selected for Feasibility Study].
6. Eastbound Taylor Road left-turn lane at Clyde Morris Boulevard [awaiting to be selected for a Feasibility Study].
7. Eastbound Taylor Road left-turn lane at Yorktowne Boulevard/Boggs Ford Road/Taylor Road [awaiting to be selected for a Feasibility Study].
8. Madeline Avenue Lane Widening (between Clyde Morris Boulevard and Nova Road) [awaiting to be selected for Feasibility Study].
9. Eastbound Madeline Avenue left-turn lane at Clyde Morris Blvd.
10. Intersection of Herbert Street and Nova Road [awaiting to be selected for a Feasibility Study].
11. Port Orange Bridges Replacement [awaiting to be selected for a Feasibility Study].
12. Dunlawton Avenue Eastbound Right Turn Lane at S Swallowtail Drive [Feasibility Study complete].
13. Eastbound and Westbound Madeline Avenue Turn Lane Improvements at Nova Road/Madeline Avenue Intersection [Feasibility Study completed, awaiting funding for design].

Bicycle and Pedestrian Projects

14. Port Orange Sidewalk Gaps [Design underway, Const. FY 24/25] Sidewalk Gap Project to complete connectivity to schools, bus stops, parks, and retail areas along Clyde Morris Boulevard, Taylor Road, and Herbert Street;
15. Willow Run Boulevard sidewalk (south side), from Clyde Morris Boulevard to Harms Way [Design underway, Const. FY 24/25]
16. Williamson-Willow Run Blvd Sidewalk (connecting Town Park subdivision to Chardonnay Drive) [Design underway, Const. FY 24/25]
17. Port Orange Sidewalk Bundle #1 [Feasibility Studies completed, awaiting funds for design]. These projects were submitted individually, and Feasibility Studies have been prepared. These projects are bundled as a single project for design and future construction:
 - a. Accessible Pedestrian Signals along the Dunlawton Avenue Corridor and Nova Road Corridor
 - b. Sidewalk and Wayfinding Signage in the Down Under Area
18. Madeline Avenue (east) sidewalks, from Clyde Morris Boulevard to Nova Road, and Bruner Road [Feasibility Study completed, awaiting funding for design].
19. Madeline Avenue (west) sidewalk, from S. Williamson Boulevard to Clyde Morris Boulevard [Feasibility Study completed, awaiting funding for design].
20. Jackson Street Sidewalk, from Canal View Blvd to Madeline Ave. [Feasibility Study completed, awaiting funding for design].
21. Spruce Creek Road Sidewalk Gaps, from Oak River Drive to Commonwealth Boulevard [awaiting to be selected for a Feasibility Study].