REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 5, 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 Pastor Tom Nelson of First United Methodist Church
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 20, 2024 - Regular City Council Meeting
    b. February 22, 2024 - Town Hall Meeting
7. Bid Awards and Contract Items
    a. Approval to Award RFSQ #23-17 Professional Surveying Services to five (5) firms: Bowman Consulting Group, CPH, LLC, L&S Diversified, NV5 and Southeastern Surveying and Mapping Corp.
    b. Approval of Award RFP #24-01 General Contracting Services for Small Projects up to $200,000.
    c. Approval of Task Authorization No. 7 with Mead & Hunt for Water Reclamation Facility Operating Permit Renewal
    d. Approval of Task Authorization No. 10 with Kimley-Horn & Associates under the Master Contract for Engineering Services CA7763 (RSFQ 21-03) as it relates to the Sugar Forest Lift Station (LS 40) Relocation and Stormwater Improvements Project

e. Approval of Task Authorization No. 11 with Kimley-Horn & Associates for the Cypress Head Golf Club Consumptive Use Permit Renewal

f. Approval of a License Agreement with CS1031 Maplewood Estates MHC, DST for improvements to a portion of the Chamberlin Blvd. right-of-way within Maplewood Mobile Estates Subdivision

8. Approval of Revised Local Rules of Procedure

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

D. COUNCIL COMMENTS

9. Comments/Concerns from Council Members

E. SPECIAL REPORTS

10. Report from KemperSports on the Cypress Head Golf

F. PUBLIC HEARING

11. Hammock Preserve Project

a. First Reading – Ordinance No. 2024-02 - 23-1 Large-Scale Comprehensive Amendment/Hammock Preserve (Case No. CPAM-23-0001)

b. First Reading – Ordinance No. 2024-03 – PUD Rezoning and Hammock Preserve Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-23-0007)

G. ADDITIONAL ITEMS

12. City Attorney
13. City Manager

H. COUNCIL COMMITTEE REPORTS

14. City Council Committee Reports

a. River to Sea TPO - Councilman Reed Foley
b. Fire Pension Board - Councilman Reed Foley
c. Police Pension Board - Councilman Drew Bastian
d. First Step Shelter - Mayor Don Burnette
e. General Employees Pension Board - Vice Mayor Scott Stiltner

I. 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 20, 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 Father Karl Bergin of Catholic Church of the Epiphany

Pledge of Allegiance

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Jackalynn Craven-Laughner and Mary Halsey, residents near Daytona's Original First Turn, expressed their concerns on Item #8 regarding the one-hour time extension for music during the week.

5. Agenda Approval

Mayor Don Burnette requested to pull Item #10 from the Consent Agenda.

> Motion to approve the agenda as amended was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried 3-1 by roll call vote with Mayor Burnette voting no.

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

> Motion to approve the Consent Agenda Items #7-9 and #11 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

Item #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

> Motion to approve Item #10 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Mayor Burnette requested to pull Item #10 so he could thank the legal staff for clarifying the intent of the line of duty death benefit for Officer Justin White and his family.

> Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Agenda)

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

Volusia League of Cities' President, Mayor Lois Paritsky of Ponce Inlet, provided a brief presentation on their mission and initiatives. Nancy Miller, 1st Vice President of VLoC,

Mayor of Daytona Beach Shores, and the President-Elect of the Florida League of Mayors, also spoke about the advocacy committee and the mentoring program.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Drew Bastian commented on the success of the 1st Annual Craig Morrisey Pumper pull event and gave thanks to staff for putting it together.

Vice Mayor Scott Stiltner encouraged residents to check the city's social media site and website to see the future events going on. He also mentioned he was made aware from residents that the non-emergency police line is ringing without an answer and would like City Manager, Wayne Clark, to possibly evaluate how long calls are ringing before being answered.

Councilman Tracy Grubbs thanked the Parks & Recreation staff for their programs. He also thanked Fire Station 73 for their quick response to a car accident near Willow Run that he called in.

Mayor Don Burnette touched on Scott's comment saying that google gives out the Police Department business line in larger font than the non-emergency line and would like a post on the City's social media pages to raise awareness. Mayor Burnette also wants more information from DOT on the smart traffic lights along Dunlawton Avenue and why the system is not operating as it was intended. Mr. Clark explained that his understanding is that the Adaptive Traffic Signal System is no longer being used in any city within the county, not just Port Orange. Mr. Clark will reach out to see if a representative from DOT can speak on the topic. Lastly, Mayor Burnette asked that the lot on Madeline Avenue, purchased and maintained by the City, be designated to residents as Sugar Forest Park at Pepper Hill. He also reminded residents about the Town Hall Meeting on Thursday, February 22.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball, CAC member for TPO, provided details from their recent meeting. At the request of Vice Mayor Stiltner, Mr. Ball briefly explained what TPO stands for and what the organization does.

15. Parks & Recreation Advisory Board Report

Mr. Ball, Chair of the Parks & Recreation Advisory Board, provided details from their recent meetings.

16. Parks & Recreation Advisory Board Appointments (x5)

> Motion to re-appoint Mark Bowling, John Cameron, Bobby Ball, Maria-Mills Benat, and Shawn Holmes to the Parks & Recreation Advisory Board was made by Vice Mayor Scott Stiltner and seconded by Councilman Tracy Grubbs. Motion carried unanimously by roll call vote.

REGULAR AGENDA

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

> Motion to approve submitting the proposed project list for the River To Sea TPO 2024 Transportation Improvement Program Priority List was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Tim Burman, Community Development Director, provided a brief presentation on the top five projects to be submitted to the River to Sea TPO and answered questions from Council.

> Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

18. City Attorney

There was nothing further.

19. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. First Step Shelter - Mayor Don Burnette

Mayor Burnette said the Mayor's Gala was a successful event and the board meeting is next Monday.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

Mayor Burnette had Barbara Ann Heegan, President, speak about upcoming events.

ADJOURNMENT – 7:35 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, MMC
City Clerk

TOWN HALL MEETING MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 22, 2024

THE TOWN HALL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 7:00 p.m.

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Vice Mayor Scott Stiltner Mayor Don Burnette
	Absent:	Councilman Reed Foley
	Also Present:	City Manager, Wayne Clark City Attorney, Matthew Jones Assistant City Manager/City Clerk, Robin Fenwick Assistant City Manager/Finance Director, Jonathan McKinney Deputy City Clerk, Tracee Cody

Mayor Don Burnette introduced himself and welcomed all in attendance. Vice Mayor and Councilmen introduced themselves and Mayor Burnette had the Department Heads give a brief introduction of who they were and what their respective departments handle.

Mayor Burnette provided a brief presentation on the City's 2023 highlights including investing in infrastructure, public safety, and the Riverwalk/Down Under districts. Other topics included drainage projects and improvements, bringing awareness to the non-emergency police line, and a brief description of Port Orange University.

Mayor, Council, and staff answered questions from citizens.

ADJOURNMENT – 8:16 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (B7a) Approval to Award RFSQ #23-17 Professional Surveying Services to five (5) firms: Bowman Consulting Group, CPH, LLC, L&S Diversified, NV5 and Southeastern Surveying and Mapping Corp.

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 2 - Infrastructure; 3 - Quality of Life; 5 - Fiscal Sustainability

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RECOMMENDED MOTION: Move to approve award of RFSQ #23-17, Professional Surveying Services, to five (5) firms: Bowman Consulting Group, CPH, LLC, L&S Diversified, NV5 and Southeastern Surveying and Mapping Corp.; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On November 27, 2023, the City received seven (7) Statements of Qualifications for RFSQ #23-17, Professional Surveying Services. Each submittal was evaluated based on qualifications including but not limited to years of experience, project experience similar to the City's needs, and professional licensure. Statements were reviewed by an Evaluation Committee and scored at a noticed public meeting on December 18, 2023. After review and scoring the Statements of Qualifications, the Evaluation Committee agreed by consensus to recommend for award the following five (5) firms: Bowman Consulting Group, CPH, LLC, L&S Diversified, NV5 and Southeastern Surveying and Mapping Corp. Professional surveying services are utilized for a variety of projects administered by various City departments. Examples include:

- Serve in the capacity as the City Surveyor for review and recordation of subdivision plats
- Preparation of updated legal descriptions of the city limits in conjunction with annexations
- Sign and seal sketches and legal descriptions for use in acquiring or granting easement rights
- Preparation of metes and bounds legal description for annexation, grant applications, or other such purposes

The resulting contracts will have an initial term of three years, with two two-year renewals available.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Bowman Consulting Group, Ltd. RFSQ 23-17 Professional Surveying Services Standard Contract for Services	Bowman Consulting Group, Ltd. RFSQ 23-17 Professional Surveying Services Standard Contract for Services.pdf
2.	CPH, LLC RFSQ 23-17 Professional Surveying Services Standard Contract for Services	CPH, LLC RFSQ 23-17 Professional Surveying Services Standard Contract for Services.pdf
3.	L&S Diversified, LLC RFSQ 23-17 Professional Surveying Services Standard Contract for Services	L&S Diversified, LLC RFSQ 23-17 Professional Surveying Services Standard Contract for Services.pdf
4.	NV5, Inc. RFSQ 23-17 Professional Surveying Services Standard Contract for Services	NV5, Inc. RFSQ 23-17 Professional Surveying Services Standard Contract for Services.pdf
5.	Southeastern Surveying and Mapping Corporation RFSQ 23-17 Professional Surveying Services Standard Contract for Services	Southeastern Surveying and Mapping Corporation RFSQ 23-17 Professional Surveying Services Standard Contract for Services.pdf
6.	RFSQ 23-17 Professional Surveying Services Ranking Summary 12182023_final v3	RFSQ 23-17 Professional Surveying Services Ranking Summary 12182023_final v3.pdf
7.	RFSQ 23-17 Professional Surveying Services Notice of Intent to Award 121823 cnk v3	RFSQ 23-17 Professional Surveying Services Notice of Intent to Award 121823 cnk v3.pdf
8.	RFSQ 23-17 Professional Surveying Services FINAL 102423	RFSQ 23-17 Professional Surveying Services FINAL 102423.pdf
9.	RFSQ 23-17 Professional Surveying Services Addendum 1-11.16.23	RFSQ 23-17 Professional Surveying Services Addendum 1-11.16.23.pdf
10.	RSFQ 23-17 Bowman 1.3.24	RSFQ 23-17 Bowman 1.3.24.pdf
11.	RFSQ 23-17 CPH 1.3.24	RFSQ 23-17 CPH 1.3.24.pdf
12.	RFSQ 23-17 L & S 1.3.24	RFSQ 23-17 L & S 1.3.24.pdf
13.	RFSQ 23-17 NV5 1.3.24	RFSQ 23-17 NV5 1.3.24.pdf
14.	RFSQ 23-17 Southeastern 1.3.24	RFSQ 23-17 Southeastern 1.3.24.pdf
15.	Bowman COI expires 8 31 2024	Bowman COI expires 8 31 2024.pdf
16.	Bowman Worker’s Compensation Affidavit	Bowman Worker’s Compensation Affidavit.pdf
17.	Bowman Leased Employee Affidavit signed 1.3.24	Bowman Leased Employee Affidavit signed 1.3.24.pdf
18.	Bowman Supplier Application with W-9	Bowman Supplier Application with W-9.pdf
19.	CPH Negotiated Rates	CPH Negotiated Rates.pdf
20.	CPH COI expires 7 1 2024	CPH COI expires 7 1 2024.pdf
21.	CPH-Supplier Application	CPH-Supplier Application.pdf
22.	CPH Leased Employee Affidavit	CPH Leased Employee Affidavit.pdf
23.	CPH Work Comp Affidavit	CPH Work Comp Affidavit.pdf
24.	L&S Negotiated Rates	L&S Negotiated Rates.pdf
25.	L&S COI expires 5 6 2024	L&S COI expires 5 6 2024.pdf
26.	L&S Work Comp Affidavit	L&S Work Comp Affidavit.pdf

27.	L&S Diversified W9 - EIN 27-2336599	L&S Diversified W9 - EIN 27-2336599.pdf
28.	L&S Leased Employee Affidavit	L&S Leased Employee Affidavit.pdf
29.	L&S Supplier Application	L&S Supplier Application.pdf
30.	NV5 Negotiated Rates	NV5 Negotiated Rates.pdf
31.	NV5 COI expires 5 1 2024	NV5 COI expires 5 1 2024.pdf
32.	NV5 Supplier Application 2.1.22 with W9	NV5 Supplier Application 2.1.22 with W9.pdf
33.	NV5 Affidavit Regarding Work Comp	NV5 Affidavit Regarding Work Comp.pdf
34.	NV5 Leased Employee Affidavit	NV5 Leased Employee Affidavit.pdf
35.	Southeastern_RFSQ 23-17 Negotiated Rates	Southeastern_RFSQ 23-17 Negotiated Rates.pdf
36.	Southeastern COI expires 6 25 2024	Southeastern COI expires 6 25 2024.pdf
37.	Southeastern_RFSQ 23-17, Supplier Application	Southeastern_RFSQ 23-17, Supplier Application.pdf
38.	Southeastern_RFSQ 23-17, WC Affadavit	Southeastern_RFSQ 23-17, WC Affadavit.pdf
39.	Southeastern_RFSQ 23-17, WC Form	Southeastern_RFSQ 23-17, WC Form.pdf

Margaret Tomlinson	Created/Initiated - 1/3/2024
Tim Burman	Approved - 1/16/2024
John McKinney	Approved - 1/18/2024
Matthew Jones	Approved - 2/26/2024
Wayne Clark	Approved - 2/26/2024
Tracee Cody	Final Approval - 2/27/2024

CITY OF PORT ORANGE CONTRACT FOR PROFESSIONAL SURVEYING SERVICES

This Contract for Professional Surveying Services ("Contract") is entered into this __day of _____, **2024**, 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 **BOWMAN CONSULTING GROUP, LTD.** ("Surveyor"), a Delaware Corporation whose principal address is 12355 Sunrise Valley, Drive, Suite 520, Reston, Virginia 20191. The City and Surveyor are collectively referred to herein as the "Parties."

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

1. *Provision of Services*

(a) Surveyor hereby agrees to provide continuous professional surveying services, for a wide range of projects being administered by various City departments, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, and must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules, 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Surveyor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Surveyor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications No. 23-17 ("RFSQ 23-17"), and Surveyor's Proposal dated November 27, 2023, Addendum No. 1, and RFSQ 23-17 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-17, Surveyor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFSQ 23-17; 3) Addendum No. 1; and 4) Surveyor's Proposal. Complete copies of RFSQ No. 23-17 and Surveyor's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(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: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Surveyor 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.

Time and Essence: Surveyor 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 Surveyor or require the City to place any orders for work or service. Except as set forth hereinbelow, authorization for performance of services by the Surveyor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." 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 Surveyor, plus ten percent (10%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Surveyor 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.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Surveyor acknowledges that Surveyor 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 Surveyor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Surveyor 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 subcontractor 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 Surveyor as a

consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Surveyor 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 Surveyor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Surveyor by reason of termination under this clause, the Finance Director shall pay the Surveyor 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 Surveyor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Surveyor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

7. *Termination for Convenience for SubContractor*. In accordance with the termination for the convenience of the City provision of this contract, the Surveyor 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 Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor involving transactions related to this Contract.

(b) The Surveyor 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 Surveyor 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*. Surveyor 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 Surveyor does not transfer the records to the City.

(d) Upon completion of the Contract, Surveyor shall transfer to the City, at no cost, all public records in possession of the Surveyor 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 Surveyor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Surveyor may be subject to penalties under Section 119.0701, Florida Statutes.

SURVEYOR QUESTIONS RELATING TO SURVEYOR'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 Surveyor. 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*. Surveyor shall maintain insurance, as required herein, during the life of this Contract. Surveyor 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 Surveyor shall be primary and non-contributory. All insurance coverages of the Surveyor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Surveyor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers'

Compensation Exemptions. Surveyor may use leased employees if the Surveyor 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 Surveyor 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. Surveyor 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.

Surveyor shall require and ensure each of its subcontractor 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 Surveyor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Surveyor to ensure the subcontractors maintain the required coverage, shall not relieve the Surveyor 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 Surveyor 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 Surveyor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Surveyor 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 Surveyor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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 Surveyor 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. Additional Coverage:	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 & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Surveyor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

14. *Modifications or Changes to this Contract*

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

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

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

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

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

this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Liability for Loss or Damage*.

Surveyor shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Surveyor, his/its agents, servants and employees and other persons employed or utilized by the Surveyor in the performance of the Contract. Surveyor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Surveyor agrees as follows:

(a) Surveyor 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 Surveyor. Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Surveyor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Surveyor shall state in all solicitations or advertisements for employees placed by or on behalf of Surveyor that Surveyor 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. Surveyor 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.

18. *E-Verify*. Surveyor 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 Surveyor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Surveyor, 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.

20. *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.

21. *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.**

22. *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.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Surveyor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

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

(i) The Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Surveyor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(iii) The Surveyor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Surveyor's legal duty to furnish information.

(iv) The Surveyor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Surveyor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Surveyor will comply with all provisions of Executive Order 11246 of September 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Surveyor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Surveyor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Surveyor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Surveyor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Surveyor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Surveyors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Surveyor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Surveyors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all

of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Surveyor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Surveyor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Surveyor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

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

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Surveyor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular

weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

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

(ii)

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

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

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

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

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

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

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

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

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

(2) Withholding.

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

(3) Payrolls and basic records.

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

(ii)

(A) The Surveyor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Surveyor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of

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

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

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

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

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

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

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

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

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

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Surveyor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Surveyor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Surveyor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Surveyor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii) Trainees.
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The Surveyor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

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

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

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

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

(i) Surveyor. The Surveyor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the

requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Surveyor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Surveyor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

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

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Surveyor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Surveyor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Surveyor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Surveyor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Surveyor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Surveyor or subcontractor under any such contract or any other federal contract with the same prime Surveyor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Surveyor, such sums as may be determined to be necessary to satisfy any liabilities of such Surveyor or subcontractor for unpaid wages and

liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Surveyor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

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

Clean Air Act

(1) The Surveyor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Surveyor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Surveyor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Surveyor is required to verify that none of the Surveyor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Surveyor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Surveyor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Surveyors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Surveyor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Surveyor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

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

(3) The Surveyor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee

funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Surveyor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Surveyors from providing—

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

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

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

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

(4) *Reporting requirement*.

(i) In the event the Surveyor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Surveyor is notified of such by a subcontractor at any tier or by any other source, the Surveyor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Surveyor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The

contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Surveyor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Surveyor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Surveyor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Surveyor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Surveyor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Surveyor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Surveyor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Surveyor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract

change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Surveyor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Surveyor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Surveyor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Surveyor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Surveyor shall ensure that all subcontracts comply with the same.

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

(s) Program Fraud and False or Fraudulent or Related Acts. The Surveyor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Surveyors' actions pertaining to this Contract.

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

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

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

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

(x) Record Retention: Surveyor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Surveyor shall comply with all applicable Federal agency regulations, policies,

procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Surveyor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Surveyor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

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

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

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Surveyor:
Bowman Consulting Group, Ltd.
Attention: Gary P. Bowman, President
12355 Sunrise Valley Drive
Suite 520
Reston, Virginia 20191
(772) 283-1413 – Telephone
mgeorge@bowman.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.

25. *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, Surveyor 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 Surveyor and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Surveyor 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. Surveyor'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 Surveyor 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.

26. *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.

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

BOWMAN CONSULTING GROUP, LTD.

By:_____

Gary P. Bowman, President

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

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Surveyor's Pricing and
RFSQ 23-17 Section 3 - Scope of Services and Requirements

Consisting of 3 Pages

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2024

CLASSIFICATION	HOURLY RATES
Senior Principal	$330.00/HR
Principal	$310.00/HR
Department Executive	$260.00/HR
Senior Project Manager	$235.00/HR
Project Manager	$200.00/HR
Project Coordinator	$115.00/HR
Senior Surveyor	$235.00/HR
Engineer I | II | III	$130.00/HR | $140.00/HR | $160.00/HR
Planner I | II | III	$125.00/HR | $135.00/HR | $175.00/HR
Designer I | II | III	$125.00/HR | $135.00/HR | $145.00/HR
CADD Drafter I | II | III	$ 90.00/HR | $115.00/HR | $125.00/HR
Construction Inspector	$115.00/HR
Landscape Architect I | II | III	$125.00/HR | $140.00/HR | $180.00/HR
Senior Environmental Scientist	$190.00/HR
Environmental Scientist I | II | III	$120.00/HR | $150.00/HR | $180.00/HR
Right of Way Specialist I | II | III	$ 96.00/HR | $115.00/HR | $140.00/HR
Survey Technician I | II | III	$105.00/HR | $125.00/HR | $145.00/HR
Project Surveyor	$190.00/HR
Survey Field Crew – 1 Man	$150.00/HR
Survey Field Crew – 2 Man	$190.00/HR
Survey Field Crew – 3 Man	$245.00/HR
3D Scanning Crew	$285.00/HR
Survey Field Technician	$100.00/HR
3D/UAV Modeling Technician	$180.00/HR
UAV Operation	$320.00/HR
SUE Field Crew - 1 Man	$155.00/HR
SUE Field Crew - 2 Man	$200.00/HR
SUE Field Crew - 3 Man	$260.00/HR
SUE Field Crew - 4 Man	$295.00/HR
SUE Utility Coordinator	$200.00/HR
SUE Technician I | II | III	$120.00/HR | $135.00/HR | $160.00/HR
Machine Control Technician	$270.00/HR
Administrative Professional	$ 95.00/HR
Remote Sensing Technician I | II | III	$105.00/HR | $125.00/HR | $145.00/HR

Sketch & Descriptions: $800.00 Lump Sum
Elevation Certificate: $1,500.00 Lump Sum

Initials: Bowman / Client

Table 1812018 - DEFAULT 2024 Florida/Georgia

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for a continuing services master contract for professional surveying services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, is seeking Letters of Interest, Statements of Qualifications, and technical proposals from qualified professional individuals and/or firms interested in providing surveying services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. The surveyor(s) must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules. 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Work will normally be under the direction of the Community Development Director or their assigned designee. However, it is intended that other departments within the City may utilize the master contract.

The City will select a minimum of three, and up to five firms who can provide the services or tasks outlined in the scope of services.

SERVICES:

The surveyor(s) shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's project coordinator. The surveyor shall provide personnel, equipment, materials, and transportation needed to perform all the assigned surveying services in an effective and timely manner.

SCOPE:

The scope of such professional surveying service to be provided and/or performed by the surveyor may include but not necessarily limited to providing and/or performing such services or tasks as:

a. Property or Right-Of-Way Surveys – for use in acquiring or conveying property or Rights-Of-Way by purchase or condemnation and for the preparation of property acquisition or conveyance documents, to include related legal descriptions.

b. Preparation of metes and bound legal description for annexation or other such purposes, and preparation of updated legal descriptions of the municipal corporate limits in conjunction with annexations.

c. Topographical Surveys – for use by in-house design professionals and others as the basis for the development of maps, plans and designs for construction projects.

d. Tree Surveys – for use in providing support documentation for construction project plans review and plans permitting.

e. Easements – signed, sealed sketches and legal descriptions for use in acquiring or granting easement rights, and for the preparation of other easement agreement documents, to include related legal descriptions.

f. Construction Surveys – for use in the layout and staking construction projects, or for the verification of compliance with contract document requirements with respect to the horizontal and/or vertical locations of construction work done by contractors.

g. Excavation/Borrow Material Quantity Surveys – for use in determining the quantities of excavated or borrow material or the quantities of backfill or stored materials involving sub-surface, subaqueous or above ground materials.

h. Re-establishment of Property Boundaries and Monuments - for use in verifying, identifying, or reestablishing the location of property boundaries, corners, lines, or monuments.

i. Control of Aerial Surveying - for use in establishing horizontal and vertical ground control for aerial surveying to be done by others, or for field verifications of the accuracy of aerial surveying documents prepared by others.

j. Legal support Services or Testimony - for use in property or right-of- way condemnation proceedings; construction contract materials quantification dispute resolution; or other legal issues relating to public property easements, construction layout, boundary establishment or monumentation.

k. As built Surveys, including topographic features, horizontal and vertical locations, elevations, etc. of physical features constructed under a specific project contract.

l. Serve in the capacity as the City Surveyor for review and recordation of plats in accordance with Florida Statutes, Chapter 177.

m. Elevation Certificates – for use in obtaining Flood Insurance for City properties and/or compliance with NFIP requirements.

n. Other Services - such as professional surveying services as may be required in the planning and development of designs for construction projects, or for the administration of construction projects, or for the resolution of claims or disputes involving property boundaries or construction project layout or material quantities.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

CITY OF PORT ORANGE CONTRACT FOR PROFESSIONAL SURVEYING SERVICES

This Contract for Professional Surveying Services ("Contract") is entered into this ___day of _____, **2024**, 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 **CPH, LLC** ("Surveyor"), a Florida Company whose principal address is 500 West Fulton Street, Sanford, Florida 32771-1220. The City and Surveyor are collectively referred to herein as the "Parties."

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

1. *Provision of Services*

(a) Surveyor hereby agrees to provide continuous professional surveying services, for a wide range of projects being administered by various City departments, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, and must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules, 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Surveyor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Surveyor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications No. 23-17 ("RFSQ 23-17"), and Surveyor's Proposal dated November 27, 2023, Addendum No. 1, and RFSQ 23-17 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-17, Surveyor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFSQ 23-17; 3) Addendum No. 1; and 4) Surveyor's Proposal. Complete copies of RFSQ No. 23-17 and Surveyor's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(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: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Surveyor 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.

Time and Essence: Surveyor 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 Surveyor or require the City to place any orders for work or service. Except as set forth hereinbelow, authorization for performance of services by the Surveyor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." 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 Surveyor, plus ten percent (10%). Compensation for any authorized cost related to a Subconsultant, which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Surveyor, plus seven percent (7%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Surveyor 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.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Surveyor acknowledges that Surveyor 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 Surveyor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Surveyor 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 subcontractor 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 Surveyor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Surveyor 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 Surveyor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Surveyor by reason of termination under this clause, the Finance Director shall pay the Surveyor 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 Surveyor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Surveyor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

7. *Termination for Convenience for SubContractor*. In accordance with the termination for the convenience of the City provision of this contract, the Surveyor 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 Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor involving transactions related to this Contract.

(b) The Surveyor 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 Surveyor 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*. Surveyor 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 Surveyor does not transfer the records to the City.

(d) Upon completion of the Contract, Surveyor shall transfer to the City, at no cost, all public records in possession of the Surveyor 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 Surveyor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Surveyor may be subject to penalties under Section 119.0701, Florida Statutes.

SURVEYOR QUESTIONS RELATING TO SURVEYOR'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 Surveyor. 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*. Surveyor shall maintain insurance, as required herein, during the life of this Contract. Surveyor 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 Surveyor shall be primary and non-contributory. All insurance coverages of the Surveyor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Surveyor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers' Compensation Exemptions. Surveyor may use leased employees if the Surveyor 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 Surveyor 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. Surveyor 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.

Surveyor shall require and ensure each of its subcontractor 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 Surveyor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Surveyor to ensure the subcontractors maintain the required coverage, shall not relieve the Surveyor 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 Surveyor 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 Surveyor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Surveyor 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 Surveyor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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 Surveyor 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. Additional Coverage:	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 & Errors & Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Surveyor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

14. *Modifications or Changes to this Contract*

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

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

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

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

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

legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Liability for Loss or Damage*.

Surveyor shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Surveyor, his/its agents, servants and employees and other persons employed or utilized by the Surveyor in the performance of the Contract. Surveyor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Surveyor agrees as follows:

(a) Surveyor 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 Surveyor. Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Surveyor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Surveyor shall state in all solicitations or advertisements for employees placed by or on behalf of Surveyor that Surveyor 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. Surveyor 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.

18. *E-Verify.* Surveyor 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 Surveyor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Surveyor, 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.

20. *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.

21. *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.

22. *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.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Surveyor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

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

(i) The Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Surveyor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(iii) The Surveyor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Surveyor's legal duty to furnish information.

(iv) The Surveyor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Surveyor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Surveyor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Surveyor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Surveyor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Surveyor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Surveyor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Surveyor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Surveyors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Surveyor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Surveyors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Surveyor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Surveyor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Surveyor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

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

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or

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

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

(ii)

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

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

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

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

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

(C) In the event the Surveyor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits,

where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Surveyor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the Surveyor does not make payments to a trustee or other third person, the Surveyor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Surveyor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Surveyor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(2) Withholding.
The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Surveyor under this contract or any other Federal contract with the same prime Surveyor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Surveyor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Surveyor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Surveyor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the Surveyor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or

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

(ii)

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

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or
cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the Surveyor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The Surveyor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Surveyor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Surveyor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Surveyor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Surveyor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Surveyor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe

benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Surveyor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The Surveyor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Surveyor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis–Bacon and Related Act requirements.
All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Surveyor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the Surveyor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Surveyor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

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

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

(ii) Subcontracts. The Surveyor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Surveyor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

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

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Surveyor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Surveyor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Surveyor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Surveyor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Surveyor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Surveyor or subcontractor under any such contract or any other federal contract with the same prime Surveyor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Surveyor, such sums as may be determined to be necessary to satisfy any liabilities of such Surveyor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Surveyor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

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

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

Clean Air Act

(1) The Surveyor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Surveyor agrees to comply with all applicable standards, orders, or regulations issued

pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Surveyor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

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

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

(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Surveyor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Surveyors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Surveyor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Surveyor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

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

(3) The Surveyor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Surveyor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Surveyors from providing—

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

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

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

2. Are *not used* as critical technology of any system.

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

(4) *Reporting requirement*.

(i) In the event the Surveyor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Surveyor is notified of such by a subcontractor at any tier or by any other source, the Surveyor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Surveyor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Surveyor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Surveyor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Surveyor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Surveyor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Surveyor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Surveyor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Surveyor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Surveyor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

(p) DHS Seal, LOGO, and Flags. The Surveyor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Surveyor shall include this provision in any subcontracts.

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

policies, procedures, and directives. The Surveyor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Surveyor shall ensure that all subcontracts comply with the same.

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

(s) Program Fraud and False or Fraudulent or Related Acts. The Surveyor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Surveyors' actions pertaining to this Contract.

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

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

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

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

(x) Record Retention: Surveyor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Surveyor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Surveyor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Surveyor shall comply with Build

America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

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

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

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Surveyor: CPH, LLC
Attention: David A. Gierach, Authorized Member
500 West Fulton Street
Sanford, Florida 32771-1220
(407) 322-6841 – Telephone
info@cphcorp.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.

25. *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, Surveyor 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 Surveyor and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Surveyor 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. Surveyor'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 Surveyor 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.

26. *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.

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

CPH, LLC

By:_____

David A. Gierach, Authorized Member

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

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Surveyor's Pricing and
RFSQ 23-17 Section 3 - Scope of Services and Requirements

Consisting of 4 Pages

HOURLY BILLING RATES

Effective: September 14, 2023

Category	Rate
Principal I	$360
Discipline Manager II	$335
Discipline Manager I	$290
Project Manager V	$310
Project Manager IV	$285
Project Manager III	$260
Project Manager II	$210
Project Manager I	$185
Manager II	$210
Manager I	$185
Engineer V	$285
Engineer IV	$260
Engineer III	$235
Engineer II	$210
Engineer I	$185
Architect V	$285
Architect IV	$260
Architect III	$235
Architect II	$210
Architect I	$185
Interior Designer	$145
Landscape Architect III	$210
Landscape Architect II	$185
Landscape Architect I	$160
Designer V	$200
Designer IV	$185
Designer III	$165
Designer II	$145
Designer I	$130
Scientist III	$210
Scientist II	$160
Scientist I	$135

Category	Rate
Coordinator III	$190
Coordinator II	$165
Coordinator I	$145
Planner III	$205
Planner II	$180
Planner I	$150
GIS Manager	$210
GIS Analyst III	$160
GIS Analyst II	$135
GIS Analyst I	$110
Technician III	$160
Technician II	$135
Technician I	$110
Analyst III	$160
Analyst II	$145
Analyst I	$130
CADD III	$160
CADD II	$130
CADD I	$110
Administrative V	$170
Administrative IV	$130
Administrative III	$110
Administrative II	$100
Administrative I	$90
Project Administrator II	$170
Project Administrator I	$130
Intern II	$95
Intern I	$80
Graphic Designer III	$185
Graphic Designer II	$170
Graphic Designer I	$160

Category	Rate
Construction Manager II	$210
Construction Manager I	$190
Construction Rep III	$190
Construction Rep II	$170
Construction Rep I	$145
Surveyor III	$210
Surveyor II	$160
Surveyor I	$135
Crew Chief	$130
Instrument Operator	$110
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew II	$260
GPS Crew I	$185

cph

**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.*

BILLING RATES FOR SURVEYING TASKS

Effective: September 14, 2023

Category	Rate
Elevation Certificate (each)	$2,710.00
Sketch and Descriptions (each)	$1,320.00
Plat Review Fees:	
1st Page	$1,225.00
Additional pages (per page)	$612.50
Additional Review	$902.50
Final Review	$645.00
Plat Signing	$290.00

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for a continuing services master contract for professional surveying services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, is seeking Letters of Interest, Statements of Qualifications, and technical proposals from qualified professional individuals and/or firms interested in providing surveying services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. The surveyor(s) must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules. 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Work will normally be under the direction of the Community Development Director or their assigned designee. However, it is intended that other departments within the City may utilize the master contract.

The City will select a minimum of three, and up to five firms who can provide the services or tasks outlined in the scope of services.

SERVICES:

The surveyor(s) shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's project coordinator. The surveyor shall provide personnel, equipment, materials, and transportation needed to perform all the assigned surveying services in an effective and timely manner.

SCOPE:

The scope of such professional surveying service to be provided and/or performed by the surveyor may include but not necessarily limited to providing and/or performing such services or tasks as:

a. Property or Right-Of-Way Surveys – for use in acquiring or conveying property or Rights-Of-Way by purchase or condemnation and for the preparation of property acquisition or conveyance documents, to include related legal descriptions.

b. Preparation of metes and bound legal description for annexation or other such purposes, and preparation of updated legal descriptions of the municipal corporate limits in conjunction with annexations.

c. Topographical Surveys – for use by in-house design professionals and others as the basis for the development of maps, plans and designs for construction projects.

d. Tree Surveys – for use in providing support documentation for construction project plans review and plans permitting.

e. Easements – signed, sealed sketches and legal descriptions for use in acquiring or granting easement rights, and for the preparation of other easement agreement documents, to include related legal descriptions.

f. Construction Surveys – for use in the layout and staking construction projects, or for the verification of compliance with contract document requirements with respect to the horizontal and/or vertical locations of construction work done by contractors.

g. Excavation/Borrow Material Quantity Surveys – for use in determining the quantities of excavated or borrow material or the quantities of backfill or stored materials involving sub-surface, subaqueous or above ground materials.

h. Re-establishment of Property Boundaries and Monuments - for use in verifying, identifying, or reestablishing the location of property boundaries, corners, lines, or monuments.

i. Control of Aerial Surveying - for use in establishing horizontal and vertical ground control for aerial surveying to be done by others, or for field verifications of the accuracy of aerial surveying documents prepared by others.

j. Legal support Services or Testimony - for use in property or right-of- way condemnation proceedings; construction contract materials quantification dispute resolution; or other legal issues relating to public property easements, construction layout, boundary establishment or monumentation.

k. As built Surveys, including topographic features, horizontal and vertical locations, elevations, etc. of physical features constructed under a specific project contract.

l. Serve in the capacity as the City Surveyor for review and recordation of plats in accordance with Florida Statutes, Chapter 177.

m. Elevation Certificates – for use in obtaining Flood Insurance for City properties and/or compliance with NFIP requirements.

n. Other Services - such as professional surveying services as may be required in the planning and development of designs for construction projects, or for the administration of construction projects, or for the resolution of claims or disputes involving property boundaries or construction project layout or material quantities.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

CITY OF PORT ORANGE CONTRACT FOR PROFESSIONAL SURVEYING SERVICES

This Contract for Professional Surveying Services ("Contract") is entered into this ___day of _____, **2024**, 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 **L&S DIVERSIFIED, LLC** ("Surveyor"), a Florida Limited Liability Corporation whose principal address is 489 State Road 436, Suite 117, Casselberry, Florida 32707. The City and Surveyor are collectively referred to herein as the "Parties."

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

1. *Provision of Services*

(a) Surveyor hereby agrees to provide continuous professional surveying services, for a wide range of projects being administered by various City departments, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, and must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules, 5J-17.050, 5J-17.,051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Surveyor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Surveyor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications No. 23-17 ("RFSQ 23-17"), and Surveyor's Proposal dated November 8, 2023, Addendum No. 1, and RFSQ 23-17 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-17, Surveyor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFSQ 23-17; 3) Addendum No. 1; and 4) Surveyor's Proposal Complete copies of RFSQ No. 23-17 and Surveyor's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(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: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Surveyor 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.

Time and Essence: Surveyor 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 Surveyor or require the City to place any orders for work or service. Except as set forth hereinbelow, authorization for performance of services by the Surveyor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." 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 Surveyor, plus ten percent (10%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Surveyor 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.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Surveyor acknowledges that Surveyor 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 Surveyor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Surveyor 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 subcontractor 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 Surveyor as a

consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Surveyor 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 Surveyor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Surveyor by reason of termination under this clause, the Finance Director shall pay the Surveyor 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 Surveyor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Surveyor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

7. *Termination for Convenience for SubContractor*. In accordance with the termination for the convenience of the City provision of this contract, the Surveyor 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 Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor involving transactions related to this Contract.

(b) The Surveyor 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 Surveyor 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*. Surveyor 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 Surveyor does not transfer the records to the City.

(d) Upon completion of the Contract, Surveyor shall transfer to the City, at no cost, all public records in possession of the Surveyor 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 Surveyor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Surveyor may be subject to penalties under Section 119.0701, Florida Statutes.

SURVEYOR QUESTIONS RELATING TO SURVEYOR'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 Surveyor. 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*. Surveyor shall maintain insurance, as required herein, during the life of this Contract. Surveyor 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 Surveyor shall be primary and non-contributory. All insurance coverages of the Surveyor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Surveyor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers'

Compensation Exemptions. Surveyor may use leased employees if the Surveyor 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 Surveyor 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. Surveyor 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.

Surveyor shall require and ensure each of its subcontractor 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 Surveyor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Surveyor to ensure the subcontractors maintain the required coverage, shall not relieve the Surveyor 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 Surveyor 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 Surveyor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Surveyor 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 Surveyor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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 Surveyor 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. Additional Coverage:	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 & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Surveyor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

14. *Modifications or Changes to this Contract*

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

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

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

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

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

16. *Liability for Loss or Damage*.

Surveyor shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Surveyor, his/its agents, servants and employees and other persons

employed or utilized by the Surveyor in the performance of the Contract. Surveyor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Surveyor agrees as follows:

(a) Surveyor 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 Surveyor. Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Surveyor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Surveyor shall state in all solicitations or advertisements for employees placed by or on behalf of Surveyor that Surveyor 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. Surveyor 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.

18. *E-Verify.* Surveyor 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 Surveyor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Surveyor, 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.

20. *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.

21. *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.**

22. *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.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Surveyor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

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

(i) The Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Surveyor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(iii) The Surveyor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Surveyor's legal duty to furnish information.

(iv) The Surveyor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Surveyor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Surveyor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Surveyor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Surveyor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Surveyor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Surveyor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Surveyor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Surveyors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Surveyor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Surveyors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Surveyor agrees to comply with all provisions of the

Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Surveyor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Surveyor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

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

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Surveyor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
> *Provided*, That the employer's payroll records accurately set forth the time spent in each

classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Surveyor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

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

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

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

(2) Withholding.
The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Surveyor under this contract or any other Federal contract with the same prime Surveyor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Surveyor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Surveyor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Surveyor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the Surveyor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Surveyor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Surveyors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The Surveyor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Surveyor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

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

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

(ii) Trainees.

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

on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Surveyor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) Equal employment opportunity.
The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) Compliance with Copeland Act requirements.
The Surveyor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
(6) Subcontracts.
The Surveyor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment.
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Surveyor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis–Bacon and Related Act requirements.
All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Surveyor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the Surveyor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Surveyor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

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

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

(ii) Subcontracts. The Surveyor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Surveyor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

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

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Surveyor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Surveyor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Surveyor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Surveyor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Surveyor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Surveyor or subcontractor under any such contract or any other federal contract with the same prime Surveyor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Surveyor, such sums as may be determined to be necessary to satisfy any liabilities of such Surveyor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Surveyor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

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

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

Clean Air Act

(1) The Surveyor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Surveyor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Surveyor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Surveyor is required to verify that none of the Surveyor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Surveyor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Surveyor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Surveyor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Surveyor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Surveyors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Surveyor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Surveyor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

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

(3) The Surveyor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Surveyor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Surveyors from providing—

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

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

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

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

(4) *Reporting requirement*.

(i) In the event the Surveyor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Surveyor is notified of such by a subcontractor at any tier or by any other source, the Surveyor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Surveyor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, the Surveyor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Surveyor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Surveyor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Surveyor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Surveyor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Surveyor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Surveyor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Surveyor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

(p) DHS Seal, LOGO, and Flags. The Surveyor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Surveyor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal

Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Surveyor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Surveyor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Surveyor shall ensure that all subcontracts comply with the same.

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

(s) Program Fraud and False or Fraudulent or Related Acts. The Surveyor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Surveyors' actions pertaining to this Contract.

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

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

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

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

(x) Record Retention: Surveyor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Surveyor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Surveyor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Surveyor shall comply with Build

America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

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

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

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Surveyor:
L&S Diversified, LLC
Attention: Sherry L. Manor, President
489 State Road 436
Suite 117
Casselberry, Florida 32707
(407) 681-3836 – Telephone
Sherry-Manor@LSurveyor.com

P.O. Box 149487
Orlando, Florida 32814

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.

25. *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, Surveyor 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 Surveyor and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Surveyor 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. Surveyor'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 Surveyor 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.

26. *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.

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

L&S DIVERSIFIED, LLC

By:_____

Sherry L. Manor, President

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

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Surveyor's Pricing and
RFSQ 23-17 Section 3 - Scope of Services and Requirements

Consisting of 3 Pages

L & S Diversified

Surveying and Mapping | Subsurface Utility Engineering | LiDAR

FASTER

BETTER

STRONGER

Fee Schedule for The City of Port Orange
RFSQ-23-17-0-2024 Continuing Services Contract – Professional Surveying Services

Position	Billable Rate
Professional Surveyor and Mapper (PSM) / Survey Project Manager	$202.78
Survey Drafting Technician / Project Coordinator	$96.23
1-2 Person Survey Field Crew	$124.02
3-Person Survey Field Crew	$161.78
SUE Project Manager	$173.81
Utility Coordinator	$91.58
1-2 Person SUE Field Crew	$120.50
3-Person SUE Field Crew	$202.44

Service	Billable Rate
Initial and Second Plat Review (up to two sheets)	$1,600.00/per plat
Initial and Second Plat Review (over two sheets)	$600.00/sheet
Third or Additional Reviews of Same Plat	$400.00/review
Elevation Certificates	$750.00/building
Legal Descriptions	To be determined per project

Sherry Manor, President
Name of Company Officer, Title

01/22/2024
Date

Signature

L & S Diversified, LLC

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

www.LSsurveyor.com

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for a continuing services master contract for professional surveying services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, is seeking Letters of Interest, Statements of Qualifications, and technical proposals from qualified professional individuals and/or firms interested in providing surveying services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. The surveyor(s) must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules. 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Work will normally be under the direction of the Community Development Director or their assigned designee. However, it is intended that other departments within the City may utilize the master contract.

The City will select a minimum of three, and up to five firms who can provide the services or tasks outlined in the scope of services.

SERVICES:

The surveyor(s) shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's project coordinator. The surveyor shall provide personnel, equipment, materials, and transportation needed to perform all the assigned surveying services in an effective and timely manner.

SCOPE:

The scope of such professional surveying service to be provided and/or performed by the surveyor may include but not necessarily limited to providing and/or performing such services or tasks as:

a. Property or Right-Of-Way Surveys – for use in acquiring or conveying property or Rights-Of-Way by purchase or condemnation and for the preparation of property acquisition or conveyance documents, to include related legal descriptions.

b. Preparation of metes and bound legal description for annexation or other such purposes, and preparation of updated legal descriptions of the municipal corporate limits in conjunction with annexations.

c. Topographical Surveys – for use by in-house design professionals and others as the basis for the development of maps, plans and designs for construction projects.

d. Tree Surveys – for use in providing support documentation for construction project plans review and plans permitting.

e. Easements – signed, sealed sketches and legal descriptions for use in acquiring or granting easement rights, and for the preparation of other easement agreement documents, to include related legal descriptions.

f. Construction Surveys – for use in the layout and staking construction projects, or for the verification of compliance with contract document requirements with respect to the horizontal and/or vertical locations of construction work done by contractors.

g. Excavation/Borrow Material Quantity Surveys – for use in determining the quantities of excavated or borrow material or the quantities of backfill or stored materials involving sub-surface, subaqueous or above ground materials.

h. Re-establishment of Property Boundaries and Monuments - for use in verifying, identifying, or reestablishing the location of property boundaries, corners, lines, or monuments.

i. Control of Aerial Surveying - for use in establishing horizontal and vertical ground control for aerial surveying to be done by others, or for field verifications of the accuracy of aerial surveying documents prepared by others.

j. Legal support Services or Testimony - for use in property or right-of- way condemnation proceedings; construction contract materials quantification dispute resolution; or other legal issues relating to public property easements, construction layout, boundary establishment or monumentation.

k. As built Surveys, including topographic features, horizontal and vertical locations, elevations, etc. of physical features constructed under a specific project contract.

l. Serve in the capacity as the City Surveyor for review and recordation of plats in accordance with Florida Statutes, Chapter 177.

m. Elevation Certificates – for use in obtaining Flood Insurance for City properties and/or compliance with NFIP requirements.

n. Other Services - such as professional surveying services as may be required in the planning and development of designs for construction projects, or for the administration of construction projects, or for the resolution of claims or disputes involving property boundaries or construction project layout or material quantities.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

CITY OF PORT ORANGE CONTRACT FOR PROFESSIONAL SURVEYING SERVICES

This Contract for Professional Surveying Services ("Contract") is entered into this __day of _____, **2024**, 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 **NV5, INC.** ("Surveyor"), a Delaware Corporation whose principal address is 200 South Park Road, Suite 350, Hollywood, Florida 33021. The City and Surveyor are collectively referred to herein as the "Parties."

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

1. *Provision of Services*

(a) Surveyor hereby agrees to provide continuous professional surveying services, for a wide range of projects being administered by various City departments, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, and must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules, 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Surveyor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Surveyor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications No. 23-17 ("RFSQ 23-17"), and Surveyor's Proposal dated November 27, 2023, Addendum No. 1, and RFSQ 23-17 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-17, Surveyor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFSQ 23-17; 3) Addendum No. 1; and 4) Surveyor's Proposal. Complete copies of RFSQ No. 23-17 and Surveyor's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(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: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Surveyor 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.

Time and Essence: Surveyor 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 Surveyor or require the City to place any orders for work or service. Except as set forth hereinbelow, authorization for performance of services by the Surveyor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." 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 Surveyor, plus ten percent (10%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Surveyor 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.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Surveyor acknowledges that Surveyor 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 Surveyor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Surveyor 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 subcontractor 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 Surveyor as a

consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Surveyor 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 Surveyor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Surveyor by reason of termination under this clause, the Finance Director shall pay the Surveyor 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 Surveyor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Surveyor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

7. *Termination for Convenience for SubContractor*. In accordance with the termination for the convenience of the City provision of this contract, the Surveyor 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 Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor involving transactions related to this Contract.

(b) The Surveyor 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 Surveyor 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*. Surveyor 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 Surveyor does not transfer the records to the City.

(d) Upon completion of the Contract, Surveyor shall transfer to the City, at no cost, all public records in possession of the Surveyor 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 Surveyor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Surveyor may be subject to penalties under Section 119.0701, Florida Statutes.

SURVEYOR QUESTIONS RELATING TO SURVEYOR'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 Surveyor. 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*. Surveyor shall maintain insurance, as required herein, during the life of this Contract. Surveyor 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 Surveyor shall be primary and non-contributory. All insurance coverages of the Surveyor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Surveyor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers'

Compensation Exemptions. Surveyor may use leased employees if the Surveyor 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 Surveyor 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. Surveyor 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.

Surveyor shall require and ensure each of its subcontractor 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 Surveyor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Surveyor to ensure the subcontractors maintain the required coverage, shall not relieve the Surveyor 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 Surveyor 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 Surveyor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Remainder of page intentionally left blank

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Surveyor 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 Surveyor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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 Surveyor 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. Additional Coverage:	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 & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Surveyor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

14. *Modifications or Changes to this Contract*

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

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

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

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

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

16. *Liability for Loss or Damage*.

Surveyor shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Surveyor, his/its agents, servants and employees and other persons

employed or utilized by the Surveyor in the performance of the Contract. Surveyor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Surveyor agrees as follows:

(a) Surveyor 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 Surveyor. Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Surveyor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Surveyor shall state in all solicitations or advertisements for employees placed by or on behalf of Surveyor that Surveyor 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. Surveyor 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.

18. *E-Verify.* Surveyor 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 Surveyor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Surveyor, 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.

20. *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.

21. *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.**

22. *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.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Surveyor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

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

(i) The Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Surveyor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(iii) The Surveyor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Surveyor's legal duty to furnish information.

(iv) The Surveyor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Surveyor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Surveyor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Surveyor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Surveyor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Surveyor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Surveyor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Surveyor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Surveyors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Surveyor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Surveyors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Surveyor agrees to comply with all provisions of the

Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Surveyor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Surveyor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

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

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Surveyor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
> *Provided*, That the employer's payroll records accurately set forth the time spent in each

classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Surveyor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

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

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

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

(2) Withholding.
The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Surveyor under this contract or any other Federal contract with the same prime Surveyor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Surveyor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Surveyor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Surveyor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the Surveyor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Surveyor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Surveyors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The Surveyor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Surveyor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

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

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

(ii) Trainees.

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

on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Surveyor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) Equal employment opportunity.
The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) Compliance with Copeland Act requirements.
The Surveyor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
(6) Subcontracts.
The Surveyor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment.
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Surveyor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis–Bacon and Related Act requirements.
All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Surveyor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the Surveyor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Surveyor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

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

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

(ii) Subcontracts. The Surveyor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Surveyor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

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

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Surveyor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Surveyor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Surveyor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Surveyor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Surveyor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Surveyor or subcontractor under any such contract or any other federal contract with the same prime Surveyor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Surveyor, such sums as may be determined to be necessary to satisfy any liabilities of such Surveyor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Surveyor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

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

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

Clean Air Act

(1) The Surveyor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Surveyor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Surveyor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Surveyor is required to verify that none of the Surveyor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Surveyor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Surveyor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Surveyor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Surveyor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Surveyors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Surveyor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Surveyor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

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

(3) The Surveyor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Surveyor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Surveyors from providing—

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

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

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

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

(4) *Reporting requirement*.

(i) In the event the Surveyor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Surveyor is notified of such by a subcontractor at any tier or by any other source, the Surveyor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Surveyor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, the Surveyor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Surveyor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Surveyor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Surveyor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Surveyor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Surveyor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Surveyor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Surveyor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

(p) DHS Seal, LOGO, and Flags. The Surveyor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Surveyor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal

Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Surveyor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Surveyor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Surveyor shall ensure that all subcontracts comply with the same.

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

(s) Program Fraud and False or Fraudulent or Related Acts. The Surveyor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Surveyors' actions pertaining to this Contract.

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

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

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

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

(x) Record Retention: Surveyor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Surveyor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Surveyor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Surveyor shall comply with Build

America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

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

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

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Surveyor:
NV5, Inc.
Attention: Jason Mahoney PE, Vice President
200 South Park Road
Suite 350
Hollywood, Florida 33021
(321) 436-5229 – Telephone
jason.mahoney@nv5.com

6200 Lee Vista Boulevard
Suite 400
Orlando, Florida 32822

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.

25. *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, Surveyor 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 Surveyor and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Surveyor 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. Surveyor'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 Surveyor 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.

26. *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.

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

NV5, INC.

By:_____

Jason Mahoney, PE, Vice President

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

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Surveyor's Pricing and
RFSQ 23-17 Section 3 - Scope of Services and Requirements

Consisting of 3 Pages

Exhibit "B"
NV5, Inc.
Hourly Rate Sheet
(Affective: 2024)

Classification	Billing Rate per Hour
Senior Project Manager, Prof. Surveyor & Mapper	$225
Project Manager, Prof. Surveyor & Mapper	$205
Jr. Project Manager, Prof. Surveyor & Mapper	$185
Project Surveyor	$155
Sr. Survey CAD Technician	$130
Survey CAD Technician	$100
Survey Technician III	$105
Survey Technician II	$75
Survey Technician I	$55
SUE Technician III	$105
SUE Technician II	$75
SUE Technician I	$55
Secretary/Clerical	$75
Equipment	
Vacuum Excavation Trailer	$150/hour
Specific Task Fee	
Elevation Certificate (1-story building)	$2,500
Sketch and Description (basic shape ~8-call legal)	$800
Plat Review	$225/hour

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for a continuing services master contract for professional surveying services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, is seeking Letters of Interest, Statements of Qualifications, and technical proposals from qualified professional individuals and/or firms interested in providing surveying services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. The surveyor(s) must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules. 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Work will normally be under the direction of the Community Development Director or their assigned designee. However, it is intended that other departments within the City may utilize the master contract.

The City will select a minimum of three, and up to five firms who can provide the services or tasks outlined in the scope of services.

SERVICES:

The surveyor(s) shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's project coordinator. The surveyor shall provide personnel, equipment, materials, and transportation needed to perform all the assigned surveying services in an effective and timely manner.

SCOPE:

The scope of such professional surveying service to be provided and/or performed by the surveyor may include but not necessarily limited to providing and/or performing such services or tasks as:

a. Property or Right-Of-Way Surveys – for use in acquiring or conveying property or Rights-Of-Way by purchase or condemnation and for the preparation of property acquisition or conveyance documents, to include related legal descriptions.

b. Preparation of metes and bound legal description for annexation or other such purposes, and preparation of updated legal descriptions of the municipal corporate limits in conjunction with annexations.

c. Topographical Surveys – for use by in-house design professionals and others as the basis for the development of maps, plans and designs for construction projects.

d. Tree Surveys – for use in providing support documentation for construction project plans review and plans permitting.

e. Easements – signed, sealed sketches and legal descriptions for use in acquiring or granting easement rights, and for the preparation of other easement agreement documents, to include related legal descriptions.

f. Construction Surveys – for use in the layout and staking construction projects, or for the verification of compliance with contract document requirements with respect to the horizontal and/or vertical locations of construction work done by contractors.

g. Excavation/Borrow Material Quantity Surveys – for use in determining the quantities of excavated or borrow material or the quantities of backfill or stored materials involving sub-surface, subaqueous or above ground materials.

h. Re-establishment of Property Boundaries and Monuments - for use in verifying, identifying, or reestablishing the location of property boundaries, corners, lines, or monuments.

i. Control of Aerial Surveying - for use in establishing horizontal and vertical ground control for aerial surveying to be done by others, or for field verifications of the accuracy of aerial surveying documents prepared by others.

j. Legal support Services or Testimony - for use in property or right-of- way condemnation proceedings; construction contract materials quantification dispute resolution; or other legal issues relating to public property easements, construction layout, boundary establishment or monumentation.

k. As built Surveys, including topographic features, horizontal and vertical locations, elevations, etc. of physical features constructed under a specific project contract.

l. Serve in the capacity as the City Surveyor for review and recordation of plats in accordance with Florida Statutes, Chapter 177.

m. Elevation Certificates – for use in obtaining Flood Insurance for City properties and/or compliance with NFIP requirements.

n. Other Services - such as professional surveying services as may be required in the planning and development of designs for construction projects, or for the administration of construction projects, or for the resolution of claims or disputes involving property boundaries or construction project layout or material quantities.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

CITY OF PORT ORANGE CONTRACT FOR PROFESSIONAL SURVEYING SERVICES

This Contract for Professional Surveying Services ("Contract") is entered into this __day of _____, **2024**, 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 **SOUTHEASTERN SURVEYING AND MAPPING CORPORATION** ("Surveyor"), a Florida Corporation whose principal address is 6500 All American Boulevard, Orlando, Florida 32810-4350. The City and Surveyor are collectively referred to herein as the "Parties."

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

1. *Provision of Services*

(a) Surveyor hereby agrees to provide continuous professional surveying services, for a wide range of projects being administered by various City departments, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, and must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules, 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Surveyor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Surveyor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications No. 23-17 ("RFSQ 23-17"), and Surveyor's Proposal dated November 27, 2023, Addendum No. 1, and RFSQ 23-17 Section 3 – Scope of Services and Requirements, attached hereto as Exhibit "1." In the event of any inconsistencies or conflicts between this Contract, RFSQ 23-17, Surveyor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFSQ 23-17; 3) Addendum No. 1; and 4) Surveyor's Proposal. Complete copies of RFSQ No. 23-17 and Surveyor's Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(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: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Surveyor 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.

Time and Essence: Surveyor 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 Surveyor or require the City to place any orders for work or service. Except as set forth hereinbelow, authorization for performance of services by the Surveyor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." 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 Surveyor, plus ten percent (10%). This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Surveyor 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.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Surveyor acknowledges that Surveyor 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 Surveyor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Surveyor 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 subcontractor 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 Surveyor as a

consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Surveyor 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 Surveyor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Surveyor by reason of termination under this clause, the Finance Director shall pay the Surveyor 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 Surveyor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Surveyor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

7. *Termination for Convenience for SubContractor*. In accordance with the termination for the convenience of the City provision of this contract, the Surveyor 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 Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor involving transactions related to this Contract.

(b) The Surveyor 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 Surveyor 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*. Surveyor 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 Surveyor does not transfer the records to the City.

(d) Upon completion of the Contract, Surveyor shall transfer to the City, at no cost, all public records in possession of the Surveyor 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 Surveyor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Surveyor may be subject to penalties under Section 119.0701, Florida Statutes.

SURVEYOR QUESTIONS RELATING TO SURVEYOR'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 Surveyor. 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*. Surveyor shall maintain insurance, as required herein, during the life of this Contract. Surveyor 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 Surveyor shall be primary and non-contributory. All insurance coverages of the Surveyor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation and Professional Liability and Errors and Omissions coverage, the Surveyor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured. The City shall not accept Workers'

Compensation Exemptions. Surveyor may use leased employees if the Surveyor 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 Surveyor 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. Surveyor 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.

Surveyor shall require and ensure each of its subcontractor 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 Surveyor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Surveyor to ensure the subcontractors maintain the required coverage, shall not relieve the Surveyor 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 Surveyor 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 Surveyor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Surveyor 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 Surveyor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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 Surveyor 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. Additional Coverage:	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 & Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Surveyor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

14. *Modifications or Changes to this Contract*

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

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

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

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

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

16. *Liability for Loss or Damage*.

Surveyor shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Surveyor, his/its agents, servants and employees and other persons employed or utilized by the Surveyor in the performance of the Contract. Surveyor shall submit a full written

report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss, or injury.

17. *Non-discrimination*. During the performance of this Contract, Surveyor agrees as follows:

(a) Surveyor 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 Surveyor. Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Surveyor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Surveyor shall state in all solicitations or advertisements for employees placed by or on behalf of Surveyor that Surveyor 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. Surveyor 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.

18. *E-Verify.* Surveyor 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 Surveyor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Surveyor, 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.

20. *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.

21. *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.**

22. *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.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Surveyor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

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

(i) The Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Surveyor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(iii) The Surveyor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Surveyor's legal duty to furnish information.

(iv) The Surveyor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Surveyor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Surveyor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Surveyor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Surveyor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Surveyor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Surveyor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Surveyor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Surveyors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Surveyor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Surveyors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Surveyor agrees to comply with all provisions of the

Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Surveyor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Surveyor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

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

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.
> (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Surveyor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
> *Provided*, That the employer's payroll records accurately set forth the time spent in each

classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Surveyor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

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

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

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

(2) Withholding.
The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Surveyor under this contract or any other Federal contract with the same prime Surveyor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Surveyor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Surveyor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Surveyor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the Surveyor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Surveyor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Surveyors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The Surveyor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Surveyor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

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

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

(ii) Trainees.

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

on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Surveyor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii) Equal employment opportunity.
The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
(5) Compliance with Copeland Act requirements.
The Surveyor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
(6) Subcontracts.
The Surveyor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment.
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Surveyor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis–Bacon and Related Act requirements.
All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Surveyor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the Surveyor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Surveyor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

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

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

(ii) Subcontracts. The Surveyor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Surveyor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

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

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Surveyor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Surveyor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Surveyor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Surveyor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Surveyor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Surveyor or subcontractor under any such contract or any other federal contract with the same prime Surveyor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Surveyor, such sums as may be determined to be necessary to satisfy any liabilities of such Surveyor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Surveyor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

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

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

Clean Air Act

(1) The Surveyor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Surveyor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Surveyor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Surveyor is required to verify that none of the Surveyor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Surveyor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Surveyor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Surveyor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Surveyor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Surveyors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Surveyor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Surveyor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

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

(3) The Surveyor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Surveyor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Surveyors from providing—

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

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

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

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

(4) *Reporting requirement*.

(i) In the event the Surveyor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Surveyor is notified of such by a subcontractor at any tier or by any other source, the Surveyor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Surveyor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, the Surveyor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Surveyor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Surveyor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Surveyor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Surveyor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Surveyor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Surveyor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Surveyor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

(p) DHS Seal, LOGO, and Flags. The Surveyor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Surveyor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal

Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Surveyor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Surveyor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Surveyor shall ensure that all subcontracts comply with the same.

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

(s) Program Fraud and False or Fraudulent or Related Acts. The Surveyor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Surveyors' actions pertaining to this Contract.

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

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

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

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

(x) Record Retention: Surveyor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Surveyor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Surveyor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Surveyor shall comply with Build

America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

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

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

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Surveyor: Southeastern Surveying and Mapping Corporation
Attention: Thomas K. Mead, PSM, PLS, President
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580 – Telephone
tmeaqd@ssmc.us

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.

25. *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, Surveyor 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 Surveyor and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Surveyor 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. Surveyor'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 Surveyor 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.

26. *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.

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

By:_____

Thomas K. Mead, PSM, PLS, President

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

_____

Printed Name:_____

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Surveyor's Pricing and
RFSQ 23-17 Section 3 - Scope of Services and Requirements

Consisting of 5 Pages

Surveying and Mapping Services

Personnel Classification	Day Rate	Night Rate
Professional Surveyor & Mapper/PSM	$170.00 / per hour	
Expert Witness	$346.00 / per hour	
Senior Technician	$128.00 / per hour	
CAD Technician	$113.00 / per hour	
One Person Field Crew	$122.00 / per hour	
Two Person Field Crew	$171.00 / per hour	$257.00 / per hour
Three Person Field Crew	$225.00 / per hour	$337.00 / per hour
Four Person Field Crew	$278.00 / per hour	$417.00 / per hour
Sketch of Descriptions (per SD)	$652.00 / per SD	
Elevation Certificates		
Residential Elevation Certificate	$892.50	
Commercial Elevation Certificate (per building)	$1,260.00	
Mortgage Survey		
Quoted on a task-by-task basis per requirements		
Plat Review Services (If required)		
Initial and Second Plat Review (up to two sheets)	$1,200.00/per plat	
Initial and Second Plat Review (over two sheets)	$200.00/ per sheet	
Plat (Third or Additional reviews of same plat)	$450.00	

GIS Mapping Services

Personnel Classification	Day Rate	Night Rate
Professional Engineer	$205.00 / per hour	
GIS Analyst	$114.00 / per hour	
GIS Technician	$76.00 / per hour	
One Person GPS Crew	$128.00 / per hour	
Two Person GPS Crew	$171.00 / per hour	

Subsurface Utility Engineering Service

Personnel Classification	Day Rate	Night Rate
Project Manager	$170.00 / per hour	$255.00 / per hour
Senior Technician	$128.00 / per hour	$192.00 / per hour
Two Person SUE Crew	$208.00 / per hour	$312.00/ per hour
Three Person SUE Crew	$290.00 / per hour	$435.00/ per hour
Administrative Assistant/ Clerical	$75.00 / per hour	$113.00 / per hour
Vacuum Excavation (Test Hole/ VVH)		
1 Test Hole/Dirt	$594.00	$891.00
1 Test Hole/Asphalt/Concrete	$738.00	$1,107.00
2 - 19 Test Hole/Dirt	$509.00 / each	$764.00 / each
2 - 19 Test Hole/Asphalt/Concrete	$579.00 / each	$869.00 / each
20 - 49 Test Hole/Dirt	$454.00 / each	$681.00 / each
20-49 Test Hole/Asphalt/Concrete	$523.00 / each	$784.00 / each
Concrete Radar Mapping/Imaging		
(Concrete assessment/inspection, grid scans & debris assessment)		
One Person Crew	$227.00 / per hour	$353.00 / per hour
Maintenance of Traffic (MOT/TTC)		
If required, MOT specialist will be contracted, and the cost will be passed on with a 10% mark-up for coordination.		
Off Duty Officer(s) (if required per permitting) billing will be a pass-through cost and are not included in the per lane closure		
Lane Closure	$977.00 / per closure	$1,187.00 / per closure
Sidewalk Closure	$315.00 / per closure	$420.00 / per closure
Surveying Services for Utility Projects		
Project Manager/ Professional Surveyor & Mapper	$170.00 / per hour	$255.00 / per hour
Administrative Assistant/ Clerical	$75.00 / per hour	$113.00 / per hour
Two Person Survey Field Crew	$171.00 / per hour	$256.50 / per hour
Three Person Survey Field Crew	$225.00 / per hour	$337.00 / per hour
Mast Arms		
Subsurface Utility Locating Service	$1,598.00 / per pole	
Concrete/Asphalt Removal & Repair	$420.00 / per pole	
Survey Staking of Pole Locations	$416.00 / per pole	
Flagman Control, Per Pole Location	$184.00 / per pole	

If HAZWOPER CERTIFIED personnel are required there will be a 20% increase in the Hourly Rate.
Overtime rates will be charged for jobs requiring night work or Emergency/On-Call Services

Construction Rates

Personnel Classification	Day Rate	Night Rate
Construction Professional Surveyor & Mapper/PSM	$195.00 / per hour	
Construction Senior Technician	$147.00 / per hour	
Construction CAD Technician	$130.00 / per hour	
Construction One Person Field Crew	$147.00 / per hour	
Construction Two Person Field Crew	$197.00 / per hour	$295.00 / per hour
Construction Three Person Field Crew	$258.00 / per hour	$388.00 / per hour
Construction Four Person Field Crew	$457.00 / per hour	$480.00 / per hour

LiDAR UAS/UAV Services

LiDAR Project Manager	$170.00 / per hour
LiDAR Technician	$128.00 / per hour
LiDAR One Person Field Crew	$145.00 / per hour
LiDAR Two Person Field Crew	$196.00 / per hour
UAS/UAV Photogrammetry	$258.00 / per hour
Mobile Scan Crew	$258.00 / per hour

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for a continuing services master contract for professional surveying services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, is seeking Letters of Interest, Statements of Qualifications, and technical proposals from qualified professional individuals and/or firms interested in providing surveying services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. The surveyor(s) must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules. 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Work will normally be under the direction of the Community Development Director or their assigned designee. However, it is intended that other departments within the City may utilize the master contract.

The City will select a minimum of three, and up to five firms who can provide the services or tasks outlined in the scope of services.

SERVICES:

The surveyor(s) shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's project coordinator. The surveyor shall provide personnel, equipment, materials, and transportation needed to perform all the assigned surveying services in an effective and timely manner.

SCOPE:

The scope of such professional surveying service to be provided and/or performed by the surveyor may include but not necessarily limited to providing and/or performing such services or tasks as:

a. Property or Right-Of-Way Surveys – for use in acquiring or conveying property or Rights-Of-Way by purchase or condemnation and for the preparation of property acquisition or conveyance documents, to include related legal descriptions.

b. Preparation of metes and bound legal description for annexation or other such purposes, and preparation of updated legal descriptions of the municipal corporate limits in conjunction with annexations.

c. Topographical Surveys – for use by in-house design professionals and others as the basis for the development of maps, plans and designs for construction projects.

d. Tree Surveys – for use in providing support documentation for construction project plans review and plans permitting.

e. Easements – signed, sealed sketches and legal descriptions for use in acquiring or granting easement rights, and for the preparation of other easement agreement documents, to include related legal descriptions.

f. Construction Surveys – for use in the layout and staking construction projects, or for the verification of compliance with contract document requirements with respect to the horizontal and/or vertical locations of construction work done by contractors.

g. Excavation/Borrow Material Quantity Surveys – for use in determining the quantities of excavated or borrow material or the quantities of backfill or stored materials involving sub-surface, subaqueous or above ground materials.

h. Re-establishment of Property Boundaries and Monuments - for use in verifying, identifying, or reestablishing the location of property boundaries, corners, lines, or monuments.

i. Control of Aerial Surveying - for use in establishing horizontal and vertical ground control for aerial surveying to be done by others, or for field verifications of the accuracy of aerial surveying documents prepared by others.

j. Legal support Services or Testimony - for use in property or right-of- way condemnation proceedings; construction contract materials quantification dispute resolution; or other legal issues relating to public property easements, construction layout, boundary establishment or monumentation.

k. As built Surveys, including topographic features, horizontal and vertical locations, elevations, etc. of physical features constructed under a specific project contract.

l. Serve in the capacity as the City Surveyor for review and recordation of plats in accordance with Florida Statutes, Chapter 177.

m. Elevation Certificates – for use in obtaining Flood Insurance for City properties and/or compliance with NFIP requirements.

n. Other Services - such as professional surveying services as may be required in the planning and development of designs for construction projects, or for the administration of construction projects, or for the resolution of claims or disputes involving property boundaries or construction project layout or material quantities.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

Evaluation Ranking Summary

Date: 12/18/2023

RFSQ #23-17 Professional Surveying Services

Firm Name	Total Score
Bowman Consulting Group	43.15
CPH, LLC	44.40
Cullum Land Surveying	38.00
L & S Diversified	42.75
NV5	44.55
Southeastern Surveying & Mapping Corp.	46.10
SurvTech Solutions	42.00

Comments
On December 18, 2023 an Evaluation Committee scored seven (7) Statements of Qualifications (listed above) received for RFSQ #23-17 Professional Surveying Services. The Proposal Evaluation Committee has agreed by consensus to award Bowman Consulting Group, CPH, LLC, L & S Diversified, NV5, and Southeastern Surveying & Mapping Corp. based on overrall scores and their abilities to meet the needs of the City.

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on December 22, 2023 at 4:00 PM EST.

December 19, 2023

NOTICE OF INTENT TO AWARD

RFSQ #23-17 PROFESSIONAL SURVEYING SERVICES

On December 18, 2023, in a publicly noticed meeting, an Evaluation Committee comprised of City staff conveyed their evaluations of seven (7) Statements of Qualifications received for RFSQ #23-17 Professional Surveying Services.

After reviewing and scoring the Statements of Qualifications, the Evaluation Committee has agreed by consensus to recommend for award the following five (5) firms:

Bowman Consulting Group
CPH, LLC
L & S Diversified
NV5
Southeastern Surveying and Mapping Corp.

Respectfully Submitted,

Chip Kent
Purchasing Agent
City of Port Orange

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on December 22, 2023, at 4:00 PM EST.

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT OF QUALIFICATIONS

Professional Surveying Services

RFSQ #23-17

City of Port Orange Purchasing Division

Prepared by: Chip Kent, Purchasing Agent
Release Date: October 27, 2023

Due Date & Time: November 27, 2023 at 2:30 P.M.

Legal Notice to Respondents

RFSQ #23-17
Professional Surveying Services

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for RFSQ #23-17 Professional Surveying Services. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 P.M. Eastern Standard Time (EST) on November 27, 2023 which may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the Respondent unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the Respondent responsive or non-responsive. Statements will be opened and read aloud November 27, 2023 at 2:30 P.M. EST in Council Chambers.

DESCRIPTION: The City of Port Orange is requesting Qualification Statements from professional surveying firms to provide multi-department, city wide surveying services, plat review, elevation certificates and other related surveying services.

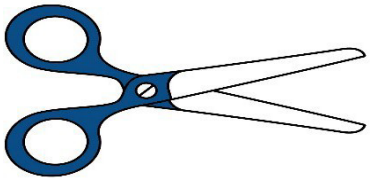
All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time proposers, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential proposers, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing webpage at https://www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com. All questions shall be directed in writing to Chip Kent, Purchasing Agent, at ckent@port-orange.org and purchdiv@port-orange.org and reference **"Questions on RFSQ #23-17 Professional Surveying Services"** in the subject line. Last day for questions will be November 10, 2023 at 5:00 P.M. EST.

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to your sealed statement envelope/package to identify it as a "Sealed Statement of Qualifications". Be sure to include the name of the company submitting the statement where requested.



SEALED STATEMENT OF QUALIFICATIONS – DO NOT OPEN

SEALED STATEMENT NO. **RFSQ #23-17**

STATEMENT TITLE: **Professional Surveying Services**

DUE DATE AND TIME: **NOVEMBER 27, 2023 AT 2:30 P.M. EST.**

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

_____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: CHIP KENT – PURCHASING AGENT
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from qualified individuals and/or firms that are interested in providing the City of Port Orange Professional Surveying Services.

NOTE: The City may not accept statements from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

The awarded firms may be tasked with services that will be partially funded by federal grant programs; therefore, Respondents should review the federal laws and regulations related to FEMA, HUD, FHWA and other federal programs and the Compliance with Federal Standards language referenced and contained herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Respondent's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

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SECTION 2 – INSTRUCTIONS TO RESPONDENTS

Firms or companies (Respondents) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, five (5) identical copies and one (1) digital (USB flash drive) version in pdf format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

DESCRIPTION	DATE
Date of Distribution	October 27, 2023
Deadline for Questions	November 10, 2023 by 5:00 PM
Final Addendum Posting (if needed)	November 17, 2023 by 5:00 PM
Statements Due	November 27, 2023 **by 2:30 PM**
Evaluation Period	To Be Determined
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

The City reserves the right to alter dates as needed. All times Eastern Standard Time (EST)

Statements must be delivered in a sealed envelope/package to:

City of Port Orange City Clerk's Office
Attn: Chip Kent, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129

Statements of Qualifications must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time (Eastern Standard Time).

Statements of Qualifications shall be sealed, and Respondents shall clearly indicate on the outside of their statement the following:

a) Request for Statement of Qualifications (RFSQ) Number and Title
b) Date of Opening
c) Name of Respondent
d) Address of Respondent

Due to the timing of mail service, the City cautions Respondents to ensure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Statements received after the established deadline shall not be considered.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your statement is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, fax or email will not be accepted.

All Statements of Qualifications will be opened publicly, and the names of all Respondents shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Statements of Qualifications or parts of Statements of Qualifications if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFSQ

All questions shall reference "RFSQ #23-17 Professional Surveying Services" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Chip Kent, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
ckent@port-orange.org **and**
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Statement due date. Respondents should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Respondent or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Respondent or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Respondents must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS

Respondents shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Respondent's license registered as "Active". (The responding firm's registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Respondents must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Respondents must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

All Respondents are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFSQ. During the entire procurement process, all Respondents and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Statements for this project. Any Respondent contacting individuals mentioned herein are in violation of this warning and may automatically be disqualified from further consideration for this RFSQ.

STATEMENT FORMS
Statement Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Statement Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS
If taking exception to any portion of the RFSQ requirements, the Respondent must indicate those exceptions as stated on the Respondent's Acknowledgement Form (9.2).

STATEMENT SUBMISSION AND WITHDRAWAL
Unless otherwise specified, Respondent shall use the forms supplied by the Purchasing Division. Statements, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Respondents. Upon opening, Statements become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF STATEMENTS
Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Respondents shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS
Statements shall NOT be withdrawn for a period of one-hundred-twenty (120) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Respondent preparing the Statement confers no right of withdrawal or modification after the Statement has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS
Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY
The City will consider a Respondent's litigation history information in its review and determination of responsibility. All Respondents are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's litigation history is an issue of responsibility, the failure to provide litigation history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY
The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS
The City reserves the right to reject any and/or all Statements when such rejection is in the best interest of the City.

STATEMENTS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(d) Evidence of a violation of any federal or state antitrust law based on the submission of Statements or the awarding of contracts. Evidence that the Respondent has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Respondent must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Respondent upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

DESCRIPTION OF WORK

The City of Port Orange is soliciting qualification statements from qualified firms for a continuing services master contract for professional surveying services.

The City of Port Orange, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, is seeking Letters of Interest, Statements of Qualifications, and technical proposals from qualified professional individuals and/or firms interested in providing surveying services for the City of Port Orange for preparation of a variety of projects being administered by various City departments. The surveyor(s) must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules. 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Work will normally be under the direction of the Community Development Director or their assigned designee. However, it is intended that other departments within the City may utilize the master contract.

The City will select a minimum of three, and up to five firms who can provide the services or tasks outlined in the scope of services.

SERVICES:

The surveyor(s) shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's project coordinator. The surveyor shall provide personnel, equipment, materials, and transportation needed to perform all the assigned surveying services in an effective and timely manner.

SCOPE:

The scope of such professional surveying service to be provided and/or performed by the surveyor may include but not necessarily limited to providing and/or performing such services or tasks as:

a. Property or Right-Of-Way Surveys – for use in acquiring or conveying property or Rights-Of-Way by purchase or condemnation and for the preparation of property acquisition or conveyance documents, to include related legal descriptions.

b. Preparation of metes and bound legal description for annexation or other such purposes, and preparation of updated legal descriptions of the municipal corporate limits in conjunction with annexations.

c. Topographical Surveys – for use by in-house design professionals and others as the basis for the development of maps, plans and designs for construction projects.

d. Tree Surveys – for use in providing support documentation for construction project plans review and plans permitting.

e. Easements – signed, sealed sketches and legal descriptions for use in acquiring or granting easement rights, and for the preparation of other easement agreement documents, to include related legal descriptions.

f. Construction Surveys – for use in the layout and staking construction projects, or for the verification of compliance with contract document requirements with respect to the horizontal and/or vertical locations of construction work done by contractors.

g. Excavation/Borrow Material Quantity Surveys – for use in determining the quantities of excavated or borrow material or the quantities of backfill or stored materials involving sub-surface, subaqueous or above ground materials.

h. Re-establishment of Property Boundaries and Monuments - for use in verifying, identifying, or reestablishing the location of property boundaries, corners, lines, or monuments.

i. Control of Aerial Surveying - for use in establishing horizontal and vertical ground control for aerial surveying to be done by others, or for field verifications of the accuracy of aerial surveying documents prepared by others.

j. Legal support Services or Testimony - for use in property or right-of- way condemnation proceedings; construction contract materials quantification dispute resolution; or other legal issues relating to public property easements, construction layout, boundary establishment or monumentation.

k. As built Surveys, including topographic features, horizontal and vertical locations, elevations, etc. of physical features constructed under a specific project contract.

l. Serve in the capacity as the City Surveyor for review and recordation of plats in accordance with Florida Statutes, Chapter 177.

m. Elevation Certificates – for use in obtaining Flood Insurance for City properties and/or compliance with NFIP requirements.

n. Other Services - such as professional surveying services as may be required in the planning and development of designs for construction projects, or for the administration of construction projects, or for the resolution of claims or disputes involving property boundaries or construction project layout or material quantities.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to respondents, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.

11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Respondents in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of statements of qualifications as part of a Request for Submission of Qualifications (RFSQ).
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Issues** means points, matters, or concerns to be addressed during negotiations.
25. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
26. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations.
27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Statement submitted to the City in response to a Solicitation.
29. **Outlier** is a bid, offer, or statement which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Respondents to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
33. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
35. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Respondents requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
37. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
38. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a response, depending on the type of competitive solicitation being issued.

39. **Responsible (Respondent)** is a Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
40. **Responsive (Respondent)** is a Respondent that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Respondent must execute in terms of delivering specific commodities or in performance of contractual services.
43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
44. **Solicitation** means a formal request, as applicable, for prospective Respondents to submit statements to a Request for Qualifications.
45. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
46. **Stakeholder** means an individual, who is not likely to become a Respondent, who has an interest in the commodities/contractual services needed.
47. **Subcontractor** means a person, firm or entity providing goods or services to a Respondent to be used in the performance of the Respondent's obligations under the Contract.
48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts to commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all Solicitations; however, **these may be superseded, in whole or part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Respondents should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the statement. It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a statement. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Statement Due Date. Respondents should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

By submitting this statement to a Formal Solicitation, the Respondent affirms that this statement is without previous understanding, agreement or connection with any person, business or corporation submitting a statement for the same materials, supplies or equipment, and that this statement is in all respects fair and without collusion or fraud. Additionally, Respondent agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this statement for the Respondent. In submitting a statement to the City of Port Orange, the Respondent offers and agrees that if the statement is accepted, the Respondent shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent.

3. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

4. **ASSIGNMENT**

The successful Respondent shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Respondent from all contractual obligations.

5. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its statement that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its statement a Statement of Authority indicating that the individual submitting the joint venture's statement has the legal authority to bind the joint venture. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. **AWARD AND EXECUTION OF CONTRACT**

The Respondent(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

7. **AWARDS**

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, statement, or quote for purchase of services and goods by the City of Port Orange.

8. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

9. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Respondent will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

10. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

11. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

12. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

13. CONDUCT OF RESPONDENTS

All Respondents or individuals acting on behalf of a Respondent are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Respondent. All Respondents or individuals acting on behalf of a Respondent are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Respondent. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Respondents, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Respondent who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer.
- All communications occurring at Pre-Statement Conferences.
- Oral presentations before publicly noticed committee meetings.
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

15. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

16. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Respondents must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Respondents business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

17. CONTRACT

Any acquisition above the $100,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Statements or to waive any and all non-substantial irregularity in Statements received, whenever such waiver or rejection is in the best interest of the City.

18. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Respondent. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

19. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Respondent. Any price escalations are limited to those stated by the Respondent on the original Statement.

20. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

21. COPYRIGHT AND PATENT RIGHTS

Respondent warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Statement, and successful Respondent agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

22. COST INCURRED BY RESPONDENT

All expenses, including costs for required bonds, involved with the preparation and submission of Statements to the City or any work performed in connection therewith shall be borne by the Respondent. No payment shall be made for any statement received, nor for any other effort required of or made by the Respondent prior to commencement of work as defined by the contract approved by the City Council.

23. DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending or resolved by the City or other public entity during the last five (5) years prior to the solicitation statement due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.12 as required in the RFSQ may result in a recommendation of non-responsive by the Purchasing Manager.

24. DEFAULT PROVISIONS

In the event of default by the Respondent the City reserves the right to procure the item(s) solicited from other sources and hold the Respondent responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Respondent for a period of 36 months from the date of default.

25. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Respondents must disclose with their Statement the name of any officer, director or agent who is also an employee of the City. Further, all Respondents must disclose the name of any employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. The Respondent shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Respondent. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone

for, or on behalf of the City. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

26. E-VERIFY

Respondents shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Respondents shall complete Form 9.11 E-Verify Affidavit and include it in the returned Statement package. Failure to include the affidavit may result in rejection of the Statement.

27. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Respondent must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Respondent that are required to be signed by the City. If exceptions are not stated by the Respondent, in his/her statement, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Respondent on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the statement. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

28. FACILITIES

The City reserves the right to inspect Respondent's facilities at any time.

29. FAILURE TO RESPOND

If the Respondent elects not to submit a statement, please return the enclosed "No Submittal Statement Form" (Form 9.14) by the statement due date and state the reason(s) for not proposing. Failure to respond, either by submitting a statement, or by submitting a " No Submittal Statement" three (3) times shall result in the Respondent's name being removed from the City's mailing list.

30. FINANCIAL STABILITY

Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

31. FORCE MAJEURE

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

32. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

33. GOVERNING LAW

Respondents shall comply with all applicable federal, state and local laws and regulations. All Statements are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

34. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Respondent/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the

continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

35. HIPAA COMPLIANCE

The Respondent agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Respondent uses, discloses or has access to protected health information as defined by HIPAA.

36. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

37. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Respondent as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind the City. The Respondent represents itself to be an independent Contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Respondent shall further understand that the City cannot save and hold harmless and or indemnify the Respondent and/or the Respondent's employees against any liability incurred or arising as a result of any activity of the Respondent or any activity of the Respondent's employees performed in connection with the Contract.

38. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Respondent cannot furnish a sample of a Statement item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Statement as inadequate and non-responsive.

39. INSURANCE

If required upon execution of a contract, the Respondent shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Respondent to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

41. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non- contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.
Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

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

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Standard Insurance Requirements			
Required	**Insurance**	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million to be determined by the City	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)	Limits: Combined Single Limit Bodily Injury and Property damage: $1,000,000 each occurrence $1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	Limits: Auto Liability Bodily Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk Additional Coverage:	Limits: Buildings – completed value of contract "All Risk" coverage on latest ISO for or its equivalent. Permission grated to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage – To Be Determined	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Professional Liability/Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – To Be Determined	
☐	Payment and Performance Bond required	Limits: Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for work under $200,000 unless otherwise directed by the Department Head		
	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

42. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or apbilling@port-orange.org. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Respondent offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Respondents should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

43. IRREVOCABILITY OF STATEMENTS

Each Respondent agrees that Statements shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Respondent.

44. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

45. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all Statements received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a statement to a Solicitation hereto and the City by and through its officers, employees and authorized representatives or any other person, natural or otherwise; and lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Respondent shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

46. LICENSES, PERMITS AND TAXES

The Respondent shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida and the United States Government now in force or hereafter to be adopted. The Respondent shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

47. LITERATURE (if applicable)

If no brand, model or make is specified, Respondents shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material and/or services he/she proposes to furnish.

48. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services or the subcontracting of work in performance of this contract.

49. NON-EXCLUSIVITY OF CONTRACT

The selected Respondent understands and agrees that any resulting contractual relationship is non- exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

50. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

51. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

52. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

53. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Statements; re-advertise the Solicitation for new Statements; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Statements received as a result of the Solicitation, or to accept that Statement which best serves the interest of the City.

54. PRE-STATEMENT CONFERENCE

The Purchasing Manager shall determine if a pre-statement conference is required, details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-statement conference is not mandatory. The representative of each Respondent shall be an authorized employee of the Respondent and shall sign in accordingly.

55. STATEMENT EVALUATION

Respondents who wish to receive a copy of the statement evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

56. STATEMENT RETURNS

Respondents shall return all completed Statements to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Respondents unopened.

57. PROPRIETARY INFORMATION

Upon receipt by the City, statements to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your statement is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Respondent must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

58. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Respondent during the term of contract, and the Respondent shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

59. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances

which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

60. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Respondent list.

61. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements on retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5563, cityclerk@port-orange.org , CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

62. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide those sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that

Respondents will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Respondent, or where a Respondent answers questions. In other words, neither Respondents, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Respondents, but the new law limits public attendance to portions of such meetings.

63. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Statements, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

64. RECORDS/AUDIT

The Respondent shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

65. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, Respondents may be required to submit additional information which the City may deem necessary to further evaluate the Respondent's qualifications to perform under the terms of the Solicitation and subsequent Contract.

66. REVIEW OF STATEMENTS SUBMISSIONS

Each Statement will be reviewed to determine if the Statement is responsive to the submission requirements outlined in the Solicitation. A responsive Statement is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Statement non- responsive.

67. RIGHT OF NEGOTIATION RFP

The City reserves the right to negotiate with the selected Respondent the exact terms and conditions of the Contract.

68. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Statement due date.

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All statements, inquiries or correspondence relating to or in reference to a Solicitation, and all reports, charts and other documentation submitted by Respondents shall become the property of the City when received.

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Respondents shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

71. SCRUTINIZED COMPANIES LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The Contractor shall provide a completed Form 9.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

72. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

73. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

74. SIGNATURE REQUIRED

All Statements must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED STATEMENTS WILL BE REJECTED**. All manual signatures must be original - no rubber stamp, photocopy, etc.

75. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Statement is considered an offer on the part of the Respondent, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Respondent, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Respondent after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

76. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

77. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF STATEMENTS

Unless otherwise specified, Respondent shall use the Solicitation forms supplied by the Purchasing Division. Statements shall be typewritten or handwritten in ink and shall bear the original signature of the Respondent's authorized representative. Statements containing erasures or corrections must be initialed by the Respondent in ink. Statements shall be submitted by mail or hand delivery only. No Statement will be accepted by facsimile transmission, e-mail or other electronic delivery. Statements submitted by mail shall be addressed to: Chip Kent, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements will be accepted until 2:30 P.M. EST on the date indicated in the Solicitation documents or an addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Statements (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, statement number, name and address of the Respondent.

78. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Respondent shall have met the license, certification and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Respondent shall provide follow-up evidence that the Respondent maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Respondent/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your statement to the Solicitation. Information concerning

certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

79. SUBCONTRACTING

The Respondent will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

80. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Respondent breaches any of the terms therein, including warranties of the Respondent or if the Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Respondent with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Respondent.

82. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Respondent notice thirty (30) days prior to the date of cancellation of the contract. The Respondent shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days' written notice.

83. USE OF SOLICITATION FORMS

The Respondent shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Statement. If additional space for a statement is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the statement is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Statement. The original Statement, and each copy submitted shall contain an original signature on the Respondent's Acknowledgement Form contained in each Solicitation.

84. VARIANCES

For purposes of Statement evaluation, Respondents must indicate any variances, no matter how slight, contained in the Statement. No variations or exceptions by a Respondent will be considered or deemed a part of the Statement submitted unless such variances or exceptions are listed in the Statement and referenced in the space provided on the Statement pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Statement, the City does not necessarily accept any variances contained in the Statement. All variances submitted are subject to review and approval by the City. If any Statement contains material variances that, in the City's sole opinion, make that Statement conditional in nature, the City reserves the right to reject the Statement or part of the Statement that is declared, by the City, as conditional.

85. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Statements received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Statements will be considered. However, the City reserves the right to waive formalities or informalities in Statements, to reject, with or without cause, any or all Statements or portions of Statements, or to interview or not interview individual Respondents and to accept any Statements or portions of Statements deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of one-hundred-twenty (120) days from the RFSQ opening date.

AWARD

It is the City's intent to award a contract to multiple responsive and responsible firms to provide the necessary services outlined in this RFSQ. The City reserves the right to amend this award methodology for the selection of firms for award if it determines that such a decision would be in its best interest.

CONTRACT TERM

The term of the contract shall be for an initial three (3) years, with the option to renew for two (2) additional two (2) year periods.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firms. The statement package, signed by the successful respondent, along with documentation included in the statement as required by this RFSQ and other additional materials submitted by the respondent, and accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firms for Professional Surveying Services at compensation which the City determines is fair, competitive, and reasonable. The firms receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

ELIGIBILITY OF RESPONDENT

1. To be eligible to respond to this RFSQ, the respondent's firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal and have prior experience working with the services described in this RFSQ. Please provide eligibility experience with your submittal.

2. Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active". A copy of all required licenses must be provided with submission. During the course of the contract term, if any changes occur in awardee's licensure, the contractor must notify the City of Port Orange.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements outlined in Section 5 of this RFP, the awarded firm will be required to provide Professional Liability/Errors & Omissions insurance in the minimum amount of one million dollars ($1,000,000.00).

COMPENSATION

The Surveyor's compensation shall be established and authorized for each project assignment based on the established hourly rates and related allowable costs as set forth in the master contract. The contract(s) between the City and the awarded firm(s) will not include retainer fees nor is there a minimum fee guaranteed during the contract period.

AUTHORIZATION OF SERVICES

As individual projects are generated by the city, the Surveyor(s) will be provided with or will participate in the preparation of a general Scope of Services statement. This statement will provide the basis for the Surveyor and the City's project coordinator to mutually develop a more detailed, comprehensive Scope of Services.

Authorization for performance of services by the selected firm(s) under the master contract shall be in the form of quotes and written Purchase Orders in an amount subject to the appropriated budget for these services. For some tasks that may be needed on a regular or semi-regular basis, a Blanket Purchase Order may be issued to the awarded

firm(s). Each project shall be negotiated at the time of the development of the scope of work based on the established hourly rates and related allowable costs as set forth in the master contract. The Purchase Order will be issued under and incorporate the terms of the master contract. The city makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the master contract. The master contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the master contract will have no effect upon Purchase Orders issued pursuant to the master contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order(s).

PRICE REDETERMINATIONS

Sixty days prior to the expiration of the initial term of the Contract and no later than sixty (60) days prior to any subsequent term renewals, the Contractor may, but is not obligated to, petition the Purchasing Division for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in the Contract, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Contract.

1. *Basis for Price Redeterminations.* The Contractor may petition the Purchasing Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the RFP opens. The base index number for the PPI will be for the month the RFP opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The City shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
2. *Wage Price Redetermination*. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor https://stats.bls.gov/data/. The base figure will be tied to Installation, maintenance, and repair occupations under the heading all industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Contract.
3. *Minimum Wage Price Redetermination*. If the minimum wage increases during the term of the contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the City will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing Manager and Internal Auditor.

   3.1. *Example*: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the City.

   3.2. If the Contractor bills the City at a higher price according to any price redetermination granted by the City, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.
4. *Fuel Price Redetermination*. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the City to a refund of the

cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline-WPU057104*" or *"#2 diesel fuel - WPU057303,"* as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Contract.

5. *Materials Price Redetermination.* No later than sixty (60) days prior to the end of the initial term of the contract and no later than sixty (60) days prior to any subsequent term renewals, the Contractor may petition the Purchasing Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the City to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity" PPI industry data for Solid waste collection, not seasonally adjusted-PCU562111562111", as published by the Bureau of Labor Statistics.
6. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:
   6.1 Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).
   Current applicable PPI = ……..$200.50
   Base index PPI = …… -$179.20
   PPI increase dollars = …… $21.30
   PPI increase percentage ($21.30, $179.20 = .1189)……11.9%
   Unit cost of the service is……$100.00
   30% of $100.00 is directly attributed to the redetermination category… .$30.00
   $30.00 x 11.9% = ……..$3.57
   New unit price for the product/service is $100 + $3.57)……$103.57
7. *Expiration Upon Failure to Agree to Price Redetermination.* If the City and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. It the Contract expires pursuant to the terms and conditions of this section, the City reserves the right, at no expense, penalty, or consequence to the City, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

Compliance with Federal Standards.

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

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

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

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or

under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

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

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs

reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

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

(ii)

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

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

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

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable

standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(2) Withholding.
The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or
cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment.
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis–Bacon and Related Act requirements.
All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

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

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

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:
For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

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

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

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its

lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

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

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

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

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

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

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

2. Are *not used* as critical technology of any system.

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

(4) *Reporting requirement*.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

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

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

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

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to

the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

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

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

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

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

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

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

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written statement in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the respondent's agreement and intent to follow and adhere to all statements and requirements contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified in Section 8 with the maximum attainable points and assigned weights.

In conjunction with other material and information requested in the RFSQ, all respondents responding to this solicitation shall provide one (1) original, five (5) identical copies and one (1) identical digital version in .pdf format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS
The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST
The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – REQUIRED DOCUMENTS
Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your statement, or a reduction in evaluation points. Required forms include:

- Form 9.1 Respondent's Submittal Checklist
- Form 9.2 Respondent's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Respondent's Qualifications
- Form 9.8 Professional References for Previous Experience (Page 1)
- Form 9.9 Authorized Signatures/Negotiators
- Form 9.10 Scrutinized Companies Certification
- Form 9.11 E-VERIFY Affidavit
- Form 9.12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Form 9.13 Non-Disclosure Agreement for Confidential Materials
- Exhibit A – Description of Confidential Material (if applicable)
- Form 9.14 No Submittal Statement Form
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

TAB B - COMPANY PROFILE – HISTORY AND QUALIFICATIONS (Weight 30%)

- Provide a brief narrative, not exceeding two (2) pages of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on projects for the City.
- Demonstrate respondent's ability, capability and skill to perform the services as described in this RFSQ, not exceeding ten (10) pages total.

- This section should include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describe the firm's qualifications, work philosophy, as well as the projected commitment of resources to be used in completion of projects for the City.
- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- Include a list, table or graphic along with a short narrative explanation depicting services, disciplines or practice areas in which the firm has exceptional expertise.

- Projects and Experience – Demonstrate experience to perform professional continuous service projects or services and provide examples of past performance delivering quality projects or service with innovative or cost saving solutions.
- Explain in concept how your firm delivers projects on time and within budget.

TAB C - QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING (Weight 20 %)

- Provide a description, not exceeding five (5) pages of the proposed project team. This description should provide the following:
  - Names;
  - Titles;
  - Organization structure for the proposed project team;
  - Clearly identify the proposed role and responsibility in the project team for each member.
- For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions should include at a minimum:
  - The professional qualifications and experience for each person;
  - A summary of experience on projects like those described in this RFSQ;
  - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).
- Provide a copy of any and all professional licenses and certifications as required to perform the services described herein.

TAB D – QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES (Weight 30%)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.
- Explain in concept how your firm will deliver projects on time and within budget.

TAB E - FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (Weight 10%)

- All Respondents shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".
- This tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- Include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This tab shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB F – REFERENCES (Weight 10%)

- Using p. 1 of Form 9.8 Professional References for Previous Experience, provide a minimum of three (3) Client References (DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE) within the last five (5) years for the services described in Scope of Services of this RFSQ for which the firm performs.
- All reference contact information MUST be verified as current by the respondent prior to submittal. **If references cannot be verified using the provided contact information, respondent's points for this criterion will be adversely affected.**
- Below is a sample of the verification questions that may be used:
    1. What type of services did the Firm do for you? What was the scope of the project?
    2. Did they meet the terms of the contract?
    3. Was the project completed on time and within budget?
    4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
    5. Did they respond in a timely manner to calls, requests, etc.?
    6. Did they provide adequate staff to take care of the needs of your company/agency?
    7. Did the Firm manage sub-consultants and/or sub-contractors?
    8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
    9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
    10. Overall, would you recommend this Firm?

***The information provided under this tab must be current and the City must be able to contact each reference for verification as part of the evaluation process. ***

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION PROCEDURE OF WRITTEN STATEMENTS OF QUALIFICATIONS

The Evaluation Committee comprised of City staff will evaluate and rank proposals based on a 10-point weighted score formula. Weights will be assigned to each criterion and will be applied by multiplying the points scored for each criterion by the weighted percentage of each criterion. Scores shall be in whole, half or quarter percent increments. Examples of acceptable scores are 5.25, 5.50 or 6.0 in the 10-point scale. Scores such as 5.10 or 5.80 are NOT acceptable. If an evaluator returns a score for any criterion other than whole, half or quarter percent increments, they will be asked to round up or down based on standard rounding rules. Proposer's resulting weighted scores will be rounded to 2 decimal points also using standard rounding rules.

It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

All interested firms are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. All questions should be made through the Purchasing Division and any attempts to lobby or persuade through any other channels may result in disqualification.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services.
2. The ability, capability and skill of the respondent to perform the contract, including the range of services offered.
3. Whether the respondent can perform the contract with current resources.
4. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
5. Proof of professional licensure provided.
6. The quality of performance of previous contracts.
7. Responsiveness of client references.
8. Such other information as may be secured.

EVALUATION CRITERIA FOR WRITTEN STATEMENTS OF QUALIFICATIONS

TAB B - Company Profile – History and Qualifications: (Weight 30%) ***(0 - 10 points)***

- *Company History – Size, Location(s) and Primary area of Professional Focus……(5 points)*
- *Qualifications – Demonstration of firm's ability, capability and skill……(5 points)*

TAB C - Qualifications, Professional License, Certifications of Firm's Key Personnel: (Weight 20%) (0 - 10 points)

- *Qualifications, accomplishments and years of experience of firm's key personnel presented by resumes, education, licensure and training certifications.*

TAB D – Quality of Innovative Approach and Value-Added Services: (Weight 30%) ***(0 - 10 points)***

- *Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.*
- *Explain in concept how your firm will deliver projects on time and within budget.*

TAB E – Financial Stability/Litigation and Debarment History: (Weight 10%) ***(0 - 10 points)***

- *Sufficiency of the Financial Resources and Ability of the firm to perform……(5 points)*
- *Litigation and Debarment History……(5 points)*

TAB F – References: (Weight 10%) ***(0 - 10 points)***

All reference contact information MUST be verified as current by the respondent prior to submittal. ***If references cannot be verified using the provided contact information, respondent's points for this criterion will be adversely affected.***

Total Maximum Points ***(50 points)***

Scoring Guidelines (0 – 10 points):

0-2.0 = Did Not Meet: Not responsive to the question or topic; 2.25-4.0 = Below minimum standards: Responsive to the question or topic, but below acceptable standards; 4.25-6.0 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 6.25-8.0 = Satisfactory: Above minimum performance, effective and responsive to the question or topic; 8.25-10.0 = Exceeds Expectations for effectiveness and responsiveness to the question or topic. The Evaluator's score times the "weighted value" assigned to the criterion outlined above equals the total score for that section. Resulting scores will be rounded to 2 decimal points. For example:

Criterion: Tab D: Innovative Approach and Value-Added Services	***Evaluator's Score*** *10-point scale*	***Weighted Value of Total***	***Resulting Score***
Firm A	8.50	30%	2.55
Firm B	6.25	30%	1.88

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If required)

The City may choose to conduct oral interviews with or receive oral presentations from one or more of the respondents. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113.

The City's Purchasing Division will establish the schedule and respondents will be notified via E-Mail at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to the respondents with the notifications.

The City will allot equal time for each respondent divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no respondent will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the presentations to determine a final ranking of the short-listed respondents. Criteria will be weighted based on 100% of total value. The City project manager will create an agenda item recommending award to the City Council. City Council's decision shall be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

_____ Form 9.2 – Respondents Acknowledgement Form

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Sworn Statement on Public Entity Crimes

_____ Form 9.6 – Anti-Collusion Form

_____ Form 9.7 – Statement of Respondent's Qualifications

_____ Form 9.8 – Professional References for Previous Experience

_____ Form 9.9 – Authorized Signatures/Negotiators

_____ Form 9.10 – Scrutinized Companies Certification

_____ Form 9.11 – E-Verify Affidavit

_____ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

_____ Form 9.13 – Non-Disclosure Agreement for Confidential Materials

_____ Exhibit "A" – Description of Confidential Material

_____ Form 9.14 – No Submittal Statement Form

_____ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

_____ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

_____ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

_____ _____

Name of Business Mailing Address

_____ _____

Authorized Signature City, State & Zip Code

_____ _____

Printed Name and Title Telephone Number

_____ _____

Federal Identification No. E-mail Address

STATE OF:_____ COUNTY OF: _____

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

_____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

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

_____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Respondent or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.
   (Draw a line through paragraph 7 if paragraph 6 above applies)

_____
Name of Business

STATE OF:_____

_____
Authorized Signature

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N.: _____

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: _____

H. Have you ever failed to complete any work awarded to you? If so, where, and why? _____

I. Have you ever defaulted on a contract? If so, where and why? _____

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: _____

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $_____

N. Give bank name, contact name and phone number: _____

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

_____
Name of Business

_____
Authorized Signature

STATE OF: _____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

2. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

3. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
Authorized Signature

_____
Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of_____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
COMPANY NAME

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION p.2

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

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

_____Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

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

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

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

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

_____ _____

Print or Type Name, Title Signature of Affiant

_____ _____

Federal Employer ID Number (FEIN) E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    City of Port Orange
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

FORM 9.14 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

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

Solicitation: RFSQ #23-17 Professional Surveying Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond.

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project.

☐Unable to meet specifications.

☐Unable to meet bond requirements.

☐Unable to hold prices firm throughout the term of the contract period.

☐Unable to meet insurance requirements.

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name & Title of Contractor's Authorized Official

Date: _____

This document must be completed and returned with your submittal.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of _____ County of _____

I,_____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____for a period from _____, 20_____ to_____, 20_____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

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

this _____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

CITY OF PORT ORANGE CONTRACT FOR PROFESSIONAL SURVEYING SERVICES

This Contract for Professional Surveying Services ("Contract") is entered into this __day of _____, **20_**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a __ corporation whose principal address is _____("Surveyor"). The City and Surveyor are collectively referred to herein as the "Parties."

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

1. *Provision of Services*

(a) Surveyor hereby agrees to provide continuous professional surveying services, for a wide range of projects being administered by various City departments, pursuant to and in compliance with the Competitive Consultants Negotiation Act, Florida Statutes 287, Section 287.055, and must provide and/or perform professional surveying services that meet the minimum technical standards as set forth by Fla. Admin. Code Rules, 5J-17.050, 5J-17.051, and 5J-17.052, regulated and adopted by Sec. 472.027, Florida Statutes. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Surveyor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Surveyor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 23-17, and _____ Proposal dated _____ attached hereto as Exhibit "1." Complete copies of RFSQ No. 23-17 and _____ Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

(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: This Contract may be renewed for up to two (2), two-year periods, upon mutual written agreement of the Parties, City Manager approval, and budget appropriation.

Manner and Place: The Surveyor 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.

Time and Essence: Surveyor 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 Surveyor or require the City to place any orders for work or service. Except as set forth hereinbelow, authorization for performance of services by the Surveyor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

3. *City Obligations* The City reserves the right to utilize lump sum compensation at the hourly rates and related allowable costs, as set forth in Exhibit "1." The City's obligation to pay Surveyor 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.

4. *Contract Administration* The Community Development Director, Tim Burman ("Contract Administrator"), shall perform contract administration of this Contract. Department Heads requesting services under this Contract shall be responsible for their respective Purchase Orders in accordance with their appropriated budgets. For notice provisions, see the paragraph entitled "Notice."

5. *Liens* Surveyor acknowledges that Surveyor 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 Surveyor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Surveyor 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 subcontractor 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 Surveyor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Surveyor 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 Surveyor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Surveyor by reason of termination under this clause, the Finance Director shall pay the Surveyor 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 Surveyor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Surveyor may appeal any claim to the City Council in accordance with Paragraph 19 of this contract concerning disputes.

7. *Termination for Convenience for SubContractor*. In accordance with the termination for the convenience of the City provision of this contract, the Surveyor 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 Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor involving transactions related to this Contract.

(b) The Surveyor 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 Surveyor 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*. Surveyor 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 Surveyor does not transfer the records to the City.

(d) Upon completion of the Contract, Surveyor shall transfer to the City, at no cost, all public records in possession of the Surveyor 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 Surveyor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Surveyor may be subject to penalties under Section 119.0701, Florida Statutes.

SURVEYOR QUESTIONS RELATING TO SURVEYOR'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 Surveyor. 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*. Surveyor shall maintain insurance, as required herein, during the life of this Contract. Surveyor 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 Surveyor shall be primary and non-contributory. All insurance coverages of the Surveyor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Surveyor'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 Surveyor may use leased employees if the Surveyor 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 Surveyor 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. Surveyor 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.

Surveyor shall require and ensure each of its subcontractor 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 Surveyor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Surveyor to ensure the subcontractors maintain the required coverage, shall not relieve the Surveyor 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 Surveyor 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 Surveyor 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 Surveyor 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 Surveyor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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 Surveyor 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. Additional Coverage:	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 - $ To be determined.	
☐	Surveyor Pollution Liability	Limits: Coverage - $1,000,000	
☒	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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

14. *Modifications or Changes to this Contract*

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

with this Contract.

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

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

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

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

16. *Liability for Loss or Damage*.

Surveyor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Surveyor, 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 Surveyor, his/its agents, servants and employees. Surveyor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

17. *Non-discrimination*. During the performance of this Contract, Surveyor agrees as follows:

(a) Surveyor 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 Surveyor. Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Surveyor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Surveyor shall state in all solicitations or advertisements for employees placed by or on behalf of Surveyor that Surveyor 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. Surveyor 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.

18. *E-Verify.* Surveyor 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 Surveyor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

19. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Surveyor, 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.

20. *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.

21. *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.**

22. *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.

23. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Surveyor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

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

(i) The Surveyor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Surveyor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Surveyor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(iii) The Surveyor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Surveyor's legal duty to furnish information.

(iv) The Surveyor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Surveyor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Surveyor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Surveyor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Surveyor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Surveyor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Surveyor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Surveyor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Surveyors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Surveyor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Surveyors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Surveyor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Surveyor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Surveyor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

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

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or

financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

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

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

(ii)

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

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

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

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

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

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

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

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

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

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

(2) Withholding.

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Surveyor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records

shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Surveyor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Surveyors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or
cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the Surveyor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The Surveyor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Surveyor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Surveyor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Surveyor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Surveyor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Surveyor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Surveyor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The Surveyor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract,

and for debarment as a Surveyor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis–Bacon and Related Act requirements.
All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Surveyor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the Surveyor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Surveyor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

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

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

(ii) Subcontracts. The Surveyor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Surveyor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

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

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Surveyor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Surveyor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Surveyor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Surveyor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Surveyor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Surveyor or subcontractor under any such contract or any other federal contract with the same prime Surveyor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Surveyor, such sums as may be determined to be necessary to satisfy any liabilities of such Surveyor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Surveyor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Surveyor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

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

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

Clean Air Act

(1) The Surveyor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Surveyor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Surveyor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Surveyor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Surveyor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Surveyor is required to verify that none of the Surveyor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Surveyor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Surveyor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The Surveyor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Surveyor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Surveyors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Surveyor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Surveyor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
(i) Competitively within a timeframe providing for compliance with the contract performance

schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(3) The Surveyor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Surveyor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Surveyors from providing—

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

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

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

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

(4) *Reporting requirement*.

(i) In the event the Surveyor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Surveyor is notified of such by a subcontractor at any tier or by any other source, the Surveyor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Surveyor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Surveyor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Surveyor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Surveyor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Surveyor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Surveyor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Surveyor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Surveyor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Surveyor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

(p) DHS Seal, LOGO, and Flags. The Surveyor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Surveyor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Surveyor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Surveyor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Surveyor shall ensure that all subcontracts comply with the same.

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

(s) Program Fraud and False or Fraudulent or Related Acts. The Surveyor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Surveyors' actions pertaining to this Contract.

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

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Surveyor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first

produced in the performance of this Contract, the Surveyor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Surveyor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

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

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

(x) Record Retention: Surveyor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Surveyor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Surveyor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Surveyor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

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

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

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Surveyor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Surveyor; Surveyor submits to the City). Said certification is included in the solicitation and made a part hereof by reference.

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

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

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Surveyor: _____
Attention: _____
_____
_____
(___) ___-_____– Telephone
(___) ___-_____– Facsimile
_____@_____.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.

25. *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, Surveyor 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 Surveyor and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Surveyor 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. Surveyor'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 Surveyor 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.

26. *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.

27. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

_____.

By:_____

_____

Printed Name:_____

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

_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____



End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
purchdiv@port-orange.org

ADDENDUM NO. # 1
November 16, 2023
RFSQ #23-17 PROFESSIONAL SURVEYING SERVICES

To All Submitters:
The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced services dated October 27, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:
None

B. CHANGES TO RFSQ DOCUMENT:
The following is hereby removed from the RFSQ:
Page 43, Tab D., Second Bullet - Explain in concept how your firm will deliver projects on time and within budget.

C. QUESTIONS AND ANSWERS:

Question #1
Tab B: Are projects and experience included in the 10-page limit?

Answer #1
No, Tab B, bullet 3, projects and experience, is not included in the 10 page limit for demonstrating respondent's ability, capability, and skill to perform the requested services.

Question #2
Tab C; Second bullet: Is everything listed in the second and third bullet included in the 10-page limit?

Answer #2
No, the second bullet, description of qualifications, is limited to 10-pages. The third bullet is for professional licenses and certifications.

Question #3
Tab B and Tab D each include a bullet point stating "Explain in concept how your firm will deliver projects on time and within budget." Do we need to repeat this information for both tabbed sections?

Answer #3
This duplication was an oversight. Please complete Tab B in its entirety. See Section B above for further clarification.

Question #4
What is the total page limit for all of Tab B?

Answer #4
The first 2 bullets of Tab B have page limits, the remaining 2 bullets are not limited.

Question #5
What is the total page limit for all of Tab C?

Answer #5
The first 2 bullets of Tab C have page limits, the last bullet does not have a page limit.

In all other respects, except as specifically stated herein, the subject RFSQ #23-17 Professional Surveying Services remains unchanged.

END OF ADDENDUM NO. #1

Bowman









City of Port Orange

Professional Surveying Services

RFSQ #23-17

Submitted by:

Max George, PSM | *Contract Manager*
Bowman
5404 Cypress Center Drive, Suite 140
Tampa, FL 33609
813.687.4378 | mgeorge@bowman.com

Submitted to:

Chip Kent | *Purchasing Agent*
City of Port Orange
City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129

November 27, 2023

bowman.com

Table of Contents

TAB A	Required Documents
TAB B	Company Profile
TAB C	Qualifications, Professional License, and Certifications of Personnel
TAB D	Quality of Innovative Approach and Value-Added Services
TAB E	Financial Stability / Litigation and Debarment History
TAB F	References

Bowman

November 27, 2023

Chip Kent
Purchasing Agent
City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129

RE: RFSQ #23-17 Professional Surveying Services

Dear Mr. Kent:

Bowman Consulting Group, Ltd. (Bowman) is pleased to present our qualifications for providing Professional Land Surveying and Mapping services to the City of Port Orange.

Bowman has established a long and successful history providing the full spectrum of geospatial support to state and local governments as well as private enterprises. All of the services that were listed in the Scope of Services Bowman currently provides to our clients. Bowman is unique in that we provide all of these services organically within our firm, enabling us to be far more responsive and cost effective .

Our goal is to be a value-added trusted advisor and partner for the City. We have a wholistic approach to projects, and seek first to fully understand the overall goals, and then use our expertise and experience to assist the City in accomplishing the requested tasks. By doing this we are able to identify underlying problems and potential negative consequences that may need to be addressed as well, thus saving time and effort in achieving the overall project goal. Bowman understands our role in being stewards of the public trust and treasure.

The enclosed qualifications, experience and references demonstrate our competence and ability to complete the requested surveying services quickly and efficiently to meet the City of Port Orange's needs.

Should you have any questions or require further information, please do not hesitate to contact Max George, PSM. As Director of Surveying in our Tampa, Florida office, Max will serve as the overall project manager and primary contact. He is authorized to commit Bowman to perform the work included in this proposal.

Sincerely,

Max George

Max George, PSM
Project Manager
813.687.4378 | mgeorge@bowman.com

Steve Brickley, PSM
Principal-in-Charge / QA/QC Manager
772.283.1413 | sbrickley@bowman.com

Tab A: Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

X Form 9.2 – Respondents Acknowledgement Form

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Sworn Statement on Public Entity Crimes

X Form 9.6 – Anti-Collusion Form

X Form 9.7 – Statement of Respondent's Qualifications

X Form 9.8 – Professional References for Previous Experience

X Form 9.9 – Authorized Signatures/Negotiators

X Form 9.10 – Scrutinized Companies Certification

X Form 9.11 – E-Verify Affidavit

X Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

N/A Form 9.13 – Non-Disclosure Agreement for Confidential Materials

N/A Exhibit "A" – Description of Confidential Material

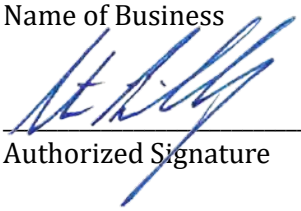
N/A Form 9.14 – No Submittal Statement Form

X Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Bowman Consulting Group, Ltd.
Name of Business



Authorized Signature

11/15/2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Bowman Consulting Group Ltd.	12355 Sunrise Valley Drive Suite 520
Name of Business	Mailing Address
	Reston, VA 20191
Authorized Signature	City, State & Zip Code
Steve Brickley, Principal	772-283-1413
Printed Name and Title	Telephone Number
54-1762351	sbrickley@bowman.com
Federal Identification No.	E-mail Address

STATE OF: Florida COUNTY OF: Brevard

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

15th day of November, 2023, by Katie Crowder and who:

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

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

KATIE CROWDER
MY COMMISSION # HH 144760
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/16/2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Bowman Consulting Group Ltd.
Name of Business

_____
Authorized Signature

Steve Brickley, Principal
Printed Name and Title

STATE OF: Florida COUNTY OF: Brevard

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

15th day of November, 2023, by Katie Crowder and who:

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

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

KATIE CROWDER
MY COMMISSION # HH 144760
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Bowman Consulting Group Ltd.
Name of Business

Authorized Signature

Steve Brickley, Principal
Printed Name and Title

KATIE CROWDER
MY COMMISSION # HH 144760
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters

STATE OF: Florida COUNTY OF: Brevard

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15th day of November, 2023, by Katie Crowder and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Steve Brickley, who, being by me first duly sworn, made the following statement:

1. The business address of 12355 Sunrise Valley Drive Suite 520, Reston, VA 20191 (name of Respondent or business) is _____.
2. My relationship to Steve Brickley (name of Offeror or business) is Principal _____ (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Bowman Consulting Group Ltd.
Name of Business

_____
Authorized Signature

Steve Brickley, Principal
Printed Name and Title

STATE OF: Florida

COUNTY OF: Brevard

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15th day of November, 2023, by Katie Crowder and who:

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

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

KATIE CROWDER
MY COMMISSION # HH 144760
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

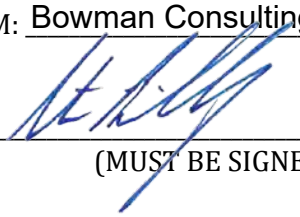
ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Bowman Consulting Group Ltd.

SIGNED BY: 

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

PRINTED SIGNATURE: Steve Brickley

TITLE: Principal

ADDRESS: 12355 Sunrise Valley Drive Suite 520

CITY, STATE AND ZIP CODE: Reston, VA 20191

TELEPHONE: 772-283-1413 FAX: 772-220-7881

F.E.I.N.: 54-1762351

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Bowman Consulting Group, Ltd.

B. Permanent main office address: 12355 Sunrise Valley Drive Suite 520, Reston, VA 20191

C. Date organized: 1995

D. If a corporation, where incorporated: Delaware

E. How many years have you been engaged in the business under your present firm or trade name? 28

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Please refer to our firm overview

H. Have you ever failed to complete any work awarded to you? If so, where, and why? N/A

I. Have you ever defaulted on a contract? If so, where and why? N/A

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Please refer to our similar experience

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ $1,927,413.46 *This is our remaining backlog of all FL survey projects as of 11/29/23

N. Give bank name, contact name and phone number: Bank of America, Emily Hallenback (703.761.8181)

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Bowman Consulting Group, Ltd.
Name of Business

Authorized Signature

Steve Brickley, Principal
Printed Name and Title

STATE OF: Florida

COUNTY OF: Brevard

KATIE CROWDER
MY COMMISSION # HH 144760
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 28th day of November, 2023, by Katie Crowder and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.

Florida Survey & Mapping Services

Client	Project Name	Dates	Fees
Martin County, FL	Bathtub Beach UAS Survey	06/2016 - 08/2016	$5,210
Martin County, FL	Bathtub Beach Boundary & Topographic Survey	10/2016 - 01/2017	$22,475
Martin County, FL	Booker Park / New Hope Subdivisions Asphalt Improvement	01/2018 - 09/2018	$190,400
Martin County, FL	Old Jupiter Grade Road Specific Purpose Survey	09/2018 - 01/2019	$5,430
Martin County, FL	Various Martin County Neighborhood Restoration Projects	Ongoing	Various
Martin County, FL	Southwood Neighborhood Drainage Topographic & Right-of-Way Improvements	10/2016 - 07/2022	$28,130
Martin County, FL	Harbor Estates Neighborhood Topographic Survey	11/2018 - 09/2020	$57,973 (Multiple Contracts)
Martin County, FL	Sailfish Sands Golf Course (FKA Martin County Golf Course) Boundary & Topographic Survey	03/2018 - 10/2020 (Multiple Contracts)	Various
Martin County, FL	SW Citrus Boulevard / Indiantown Fairgrounds Utility Extension Topographic Survey	07/2020 - 01/2023	$33,430
Martin County, FL	Citrus Boulevard Densification / Vertical Control Survey	04/2020 - 07/2020	$12,930
Martin County, FL	Bridge Road Resurfacing & Bike Lane Survey	05/2018 - 08/2018	$88,940
Martin County, FL	Martin County Airport, Parcel C Boundary Survey	01/2021 - 03/2021	$5,700
Martin County, FL	Palm City Farms Topographic Survey	01/2021 - 02/2022	$40,670
Martin County, FL	Martin County Fire Station #18	08/2019 - 01/2023	$116,467
Martin County, FL	Haney Creek North River Shores Outfall	08/2017 - 12/2017	$14,525
Martin County, FL	Rocky Point Topographic Survey	04/2022 - 06/2023	$126,398
Martin County, FL	Vertical Control Densification Projects	Ongoing	Various
City of Stuart	NE Cardinal Avenue Topographic Survey	09/2019 - 11/2019	$4,152
City of Stuart	Frazier Creek / Bruner Pond Park Boundary Surveys	09/2019 - 11/2019	$8,510
City of Stuart	Stuart Fire Station #3 Boundary / Topographic Survey	07/2021 - 12/2021	$13,550
South Florida Water Management District (SFWMD)	Biscayne Bay Coastal Wetlands Boundary Survey	08/2021 - 01/2022	$69,587
South Florida Water Management District (SFWMD)	C-14 Canal Specific Purpose / Right-of-Way Survey	12/2018 - 02/2019	$27,080
South Florida Water Management District (SFWMD)	C-43 West Basin Storage Reservoir (WBSR) UAS / LiDAR Project	12/2018 - 01/2019	$20,000
South Florida Water Management District (SFWMD)	Fowler's Way Boundary Survey	05/2021 - 08/2021	$27,994
South Florida Water Management District (SFWMD)	G-15 North New River Flood Control Project	03/2017 - 04/2017	$5,550

Florida Survey & Mapping Services

Client	Project Name	Dates	Fees
South Florida Water Management District (SFWMD)	G-341 Improvements Project	10/2019 - 04/2020	$636,440
South Florida Water Management District (SFWMD)	S-140 Pump Station Surveying	01/2020 - 12/2020	$10,000
South Florida Water Management District (SFWMD)	Stormwater Treatment Area (STA) A2 - UAS / Photogrammetry / LiDAR Collection	04/2021 - Ongoing	TBD (Project Ongoing)
South Florida Water Management District (SFWMD)	Vertical Datum Upgrade Project - Structure Information Verification (STRIVE) Project	01/2017 - 03/2017	$42,054
South Florida Water Management District (SFWMD)	Western Everglades Restoration Project - Topographic Survey	08/2021 - 10/2022	$69,587
City of Port St. Lucie	Port St. Lucie Public Works Facility	08/2021 - Ongoing	$136,342
Florida Department of Transportation (FDOT)	FDOT - Atlantic Avenue (SR-806) (District 4)	Complete: 2016	$119,824
Florida Department of Transportation (FDOT)	FDOT - CR-714 Establishment of Right-of-Way Corridor (District 4)	Completed: 2014	$1,973
Florida Department of Transportation (FDOT)	FDOT - Indian River Ditches (District 4)	Completed: 2017	$3,924
Florida Department of Transportation (FDOT)	FDOT - Jensen Beach Causeway Control Survey (District 4)	Completed: 2020	$111,874
Florida Department of Transportation (FDOT)	FDOT - Johnson Street Baseline & Control Map (District 4)	05/2017 - 04/2018	$117,559
Florida Department of Transportation (FDOT)	FDOT - PD&E SR-A1 North Bridge Over ICWWW Bridge Replacement (District 4)	07/2018 - 09/2018	$11,551
Florida Department of Transportation (FDOT)	FDOT - Roosevelt Bridge Repairs (District 4)	Completed: 2021	$101,188

F. Contracts on Hand:

Bowman holds continuing surveying contracts and as-needed contracts with multiple state and municipal clients. As of the date of this submission, all contracts in the State of Florida have been fulfilled. If there are additional questions regarding our larger-scale contracts. Please contact our Contract Manager Max George.

TECHNOLOGY & EQUIPMENT

Bowman invests in the latest technology to ensure that our clients receive the highest quality service and exceptional value. In addition to the equipment listed below, all of which is utilized by our survey team. Below is a list of our current equipment:

GPS Equipment	Quantity
Trimble R12	6
Trimble R10	8
Trimble R8	3
Trimble TDL 450H External Radio	2
Trimble Zephyr Antenna	3
Airlink Raven Radio Modem	2

Total Stations/Robots	Quantity
Trimble S7 (Robotic)	3
Trimble S5 (Robotic)	2
Trimble M3 Total Station	1
Nikon NPL-322 Total Station	1

Data Collectors	Quantity
Trimble TSC7 Data Collector	7
Trimble TSC3 Data Collector	3
Panasonic Toughpad	1

Levels	Quantity
Trimble DiNi Digital Level	4
Leica NA3003 Digital Level	1
Topcon ATS Series Level	3
Wild NA2 Level	1
Nikon AS-2 Level	1

Mobile Lidar Systems	Quantity
Trimble MX9	1

Terrestrial LiDAR	Quantity
Riegl VZ400i	1
Leica RTC360	1
Leica Scanstation P50	1
Leica Scanstation P40	1
Faro Premium	2

Unmanned Aerial Systems (UAS)	Quantity
Drones	
Freefly Systems Alta X	2
DJI Enterprise Matrice 300	6
DJI Enterprise Matrice 350	8
DJI Enterprise M600	3
Sensefly eBee X (fixed-wing)	4
Skyfront Perimeter 8+ Hybrid	1
Parrot Anafi Thermal (quadcopter)	1
Sensors	
DJI Enterprise 45MP Camera	14
DJI L1 LiDAR Sensor	3
Riegl MiniVux 3 LiDAR Sensor	1
Optech CL360 LiDAR Sensor	1
LiDARUSA Surveyor 32 LiDAR Sensor	2
Phase One IXM-100 100MP Camera	1
Sony A7R3 42MP Camera	2
Sony A600 24MP Camera	1

Miscellaneous Equipment	Quantity
16.5' Monark Boat, 25HP Johnson Out-board Motor	1
Jon Boat with 9.9HP Mercury Out-board Motor	1
12' Flatbottom Aluminum boat 1983/STR	1
Polaris 570 Side-by-Side ATV	1
GPS Base Station Mobile Trailer	1
FLIR Ladybug 5+ 360-camera	1
PhaseOne iXM-100 Camera	1
Parrot Sequoia+ Multispectral Camera	1
Sony A6000 Camera	1
Sony A7RIV Camera	1



UNIQUE CAPABILITIES

Bowman's UAS fleet includes a Sensefly eBee drone. Not offered by many Florida firms, this is the only platform fully approved by the FAA for Operations over People. This allows our team to fly full roadways and map entire neighborhoods without needing to acquire special permissions.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Martin County, Florida

   Contact Person: Tom Walker, PSM, County Surveyor

   City, State: Stuart, Florida

   Telephone Number: 772.288.5928

   Email Address: twalker@martin.fl.us

   Description of goods/services provided: Ongoing surveying and mapping services

   Contract Amount: $150K/year

   Start/End Date of Contract: 2014 - Present

2. Company Name: City of Stuart, Florida

   Contact Person: Milton Leggett

   City, State: Stuart, Florida

   Telephone Number: 772.288.5308

   Email Address: mleggett@ci.stuart.fl.us

   Description of goods/services provided: Ongoing surveying and mapping services

   Contract Amount: $20K/year

   Start/End Date of Contract: 2019 - Present

3. Company Name: South Florida Water Management District (SFWMD)

   Contact Person: Michael O'Brien, PSM, CFM, Administrator, Survey & Mapping Section

   City, State: West Palm Beach, Florida

   Telephone Number: 561.682.6688

   Email Address: mobrien@sfwmd.gov

   Description of goods/services provided: Ongoing surveying and mapping services

   Contract Amount: $200K/year

   Start/End Date of Contract: 2013 - Present

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Tom Walker, PSM, County Surveyor

   Phone: 772.288.5928

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 9

   Description of service: Ongoing surveying and mapping services

2. Contact Name: Milton Leggett

   Phone: 772.288.5308

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 4

   Description of service: Ongoing surveying and mapping services

3. Contact Name: Michael O'Brien, PSM, CFM, Administrator, Survey & Mapping Section

   Phone: 561.682.6688

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 10

   Description of service: Ongoing surveying and mapping services

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Max George, PSM	Contract Manager	813.687.4378



Authorized Signature

Steve Brickley, Principal

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Steve Brickley, Principal, on behalf
(Print Name and Title)

of Bowman Consulting Group Ltd. ("Company"), certify that Bowman Consulting Group Ltd.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

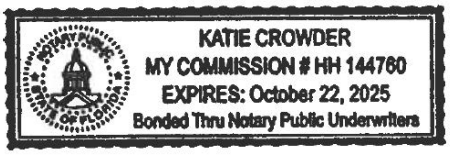
Bowman Consulting Group Ltd.
COMPANY NAME

SIGNATURE

Steve Brickley
PRINT NAME

Principal
TITLE

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION p.2



STATE OF FLORIDA

COUNTY OF: Brevard

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15th day of November, 2023, by Katie Crowder and who:

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

Katie Crowder Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Surveying Services

Solicitation Number: RFSQ #23-17

I, the undersigned hereby certify that Bowman Consulting Group, Ltd. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Bowman Consulting Group, Ltd. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

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

Steve Brickley, Principal
Print or Type Name, Title

Signature of Affiant

54-1762351
Federal Employer ID Number (FEIN)

1682950
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Brevard

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 28th day of November, 2023, by Katie Crowder and who:

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

Katie Crowder

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

KATIE CROWDER
MY COMMISSION # HH 144760
EXPIRES: October 22, 2025
Bonded Thru Notary Public Underwriters

This document to be completed and returned with your submittal.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1682950

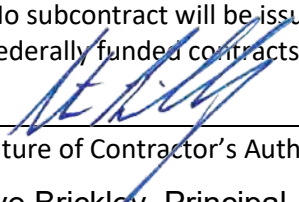
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Bowman
Company Facility Address	12355 Sunrise Valley Drive Suite 520 Reston, VA 20191
Company Alternate Address	
County or Parish	FAIRFAX
Employer Identification Number	541762351
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	74 site(s)

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

11/15/2023

Date

Steve Brickley, Principal

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

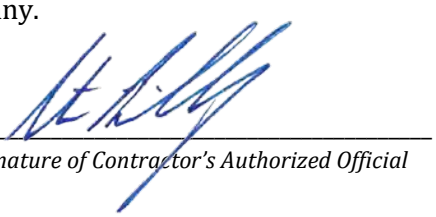
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Bowman Consulting Group Ltd, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Steve Brickley, Principal

Name & Title of Contractor's Authorized Official

Date: 11/15/2023

This document must be completed and returned with your submittal.

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
BOWMAN CONSULTING GROUP, LTD., INC.

Filing Information

Document Number	F12000004832
FEI/EIN Number	54-1762351
Date Filed	11/30/2012
State	DE
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/15/2020
Event Effective Date	NONE

Principal Address

12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Changed: 01/27/2020

Mailing Address

12355 Sunrise Valley Drive
Suite 520
Reston, VA 20191

Changed: 01/27/2020

Registered Agent Name & Address

LEGALINC CORPORATE SERVICES INC.
476 RIVERSIDE AVE
JACKSONVILLE, FL 32202

Name Changed: 07/19/2022

Address Changed: 09/23/2022

Officer/Director Detail

Name & Address

Title PRESIDENT, CEO

Tab B: Company Profile

2,000
Number of Employees (Approx.)

88
Offices Nationwide

13
Florida Offices

228
Florida Employees (Approx)

Firm History

WHO WE ARE

History & Growth

Bowman was founded in 1995 as a five-person local civil engineering company, and has since grown to a 2,000+ person multi-disciplinary professional services firm operating out of 87 offices across the United States. We provide survey and mapping, planning, engineering, construction management, commissioning, environmental consulting, geomatics, land procurement and other technical services to public and private clients across the nation. In May of 2021 Bowman became a publicly traded company.

While Bowman brings impressive financial strength to the equation, each office is staffed and managed locally with people who live, work, and play in the community. Those people provide a bridge connecting those resources and the knowledge of local conditions.

Local Address

We are excited to have recently secured a survey contract with New Smyrna Beach, providing the same services down the road! Work for this contract with the City of Port Orange will be provided by our **Stuart, Melbourne and Tampa, Florida offices**. Additional support will be available from our other Florida offices, as well nationwide.

Survey Expertise

- ALTA/NSPS Land Title Surveys
- Boundary & Topographic Surveys
- GPS/Geodetic Control Surveys
- Route/Corridor Surveys
- Construction Layout/Staking
- Utility Location & As-Builts
- Aerial Mapping/Photogrammetry/LiDAR
- Terrestrial LiDAR
- Full Platting Services
- Bathymetric Surveys
- Easements
- Expert Witness Testimony
- Condemnation Surveys
- GIS Mapping CAD Support
- Subsurface Utility Engineering (SUE)
- Land Acquisition Services with Web Portal
- Legal Descriptions

Legal Name
Bowman Consulting Group Ltd.

Date Founded
6/7/1995

Date Incorporated
11/13/2020

Business Type
Corporation/C-Corp

State of Incorporation
Delaware

Corporate Office Location
12355 Sunrise Valley Drive, Suite 520
Reston, VA 20191

Board of Directors
Gary P. Bowman, Chairman
Michael G. Bruen, Director
James P. Laurito, Director
Patricia Mulroy, Director
Stephen A. Riddick, Director
Raymond Vicks, Jr., Director

Firm Qualifications

OUR PHILOSOPHY

At Bowman, it is our goal to provide quality surveying and mapping services through a combination of professional experience, knowledge, effort, and a desire to not only meet but exceed our clients' expectations. By providing quality, efficient services on this contract, we help further the City's management of roadways, parks and natural areas, utilities, and other City facilities. With a service area that encompasses approximately 30 square miles and a population of over 60 thousand residents, we look forward to collaborating with the City and the opportunity to perform work that makes a significant impact in the Port Orange community.

As a results-oriented company, Bowman is focused on exceeding expectations and providing clients like the City of Port Orange with peace of mind through exceptional service. Our goal is to provide the City with high quality, innovative, cost effective, and efficient solutions to surveying challenges while providing exceptional customer service.

We have carefully reviewed the requirements of the City and are confident that we can provide the expertise and technical assistance solicited. Bowman fully understands that the City of Port Orange is looking for the services listed on the following pages on an as-needed/specific task basis.

SAFETY PROGRAM

For Bowman, safety is our first priority; therefore, we will fully comply with the established project specific safety plan for our surveyors working on District projects. We have an in-house safety manager (Earl Bennett), who has worked in engineering and construction and is dedicated to the Health, Safety and Environment (HSE) industry.

We inventory all personnel and vehicle safety equipment and use our Job Safety Analysis (JSA) forms to assess and eliminate, to the best of our ability, all job hazards. All members of our field staff are certified in First Aid and CPR and have received OSHA 10 Hour Safety Training and FDOT MOT Intermediate Certification.

The Bowman team realizes that it is much more important to be proactive in the approach to safety as opposed to being reactive after an incident. The Experience Modification Rate (EMR) is an industry safety rating that gauges both past cost of injuries and future chances of risk. A company with an EMR below 1.00 is considered to have a very good safety record. Bowman's EMR ratings illustrate positive results from the continued focus of our safety program efforts.

EMR Ratings

Year	EMR
2023	0.70
2022	0.69
2021	0.75
2020	0.68
2019	0.71
2018	0.81

Program Features

- Bowman Annual Safety Training
- Weekly Documented Safety Meetings
- Daily Job Safety Analysis (JSA)
- OSHA record keeping
- Field safety audits
- Drug and Alcohol policy
- OSHA 10 & 30 Certifications

BOUNDARY SURVEYS

Boundary surveys are the foundation of our profession. We have extensive experience in large acreage, residential, commercial, ALTA/NSPS land title, right-of-way, and tidal water surveys. All are forms of boundary surveys.

Following the assignment of a boundary project from the county, Bowman will conduct their office research. We will consult the county surveyor for any prior surveys completed in the area, research control (NGS, county, DOT, etc.), download Certified Corner Records from LABINS, obtain the adjoining deeds of record and right-of-Way maps review original government plats and field notes. The title is reviewed, plotted and work sheets prepared for the field crew along with point files generated.

The field crew then commences with the field reconnaissance, verifying control and locating all pertinent boundary related monumentation. The data is immediately sent to the project surveyor to resolve the boundary location. All our field crews are equipped with lap-top commuters with Wi-Fi connections allowing for data to be easily sent to and from the office. While the project surveyor is working on the boundary the field crews locate all improvements, apparent physical uses, utilities servicing the property and topographic features.

Upon resolution of the boundary, a point file with the corner locations is emailed to the field crew to set. The composition of the boundary monumentation shall be in accordance with the county's requirements. A boundary survey drawing is prepared with Civil 3D software to the county's specifications. Certified Corner Records are completed and sent to FDEP. A review copy of the survey drawing is sent to the county for approval. Upon approval of the survey drawing a deliverable package is assembled per the scope of services, delivered to the county and the project closed out.

TOPOGRAPHIC SURVEYS

Topographic surveys are used for a wide variety of applications, engineering design, modeling, volume calculations, construction and planning to name a few.

The equipment used to perform a topographic survey has evolved from the days of using a plane table and alidade to laser scanners and LiDAR Bowman employs many of the same office and field techniques for topographic surveys and all other surveys as we do for boundary surveys. Our elevations are typically referenced to NGS published benchmarks. If NGS benchmarks are not practical Bowman relies on county benchmarks such as the Volusia County



Areas of Expertise

- As-Built Surveys
- Boundary Surveys
- City Plat & Map Reviews with Recommendations
- Construction Layout & Subsurface Utility Locations
- Construction Staking
- Cross selections for Drainage Basin Analysis
- Design Surveys
- Easement Sketches
- Electronic Field Surveys for Engineering Plans
- GIS Grade Mapping
- Legal Descriptions
- Marine Surveys
- Preparation of Land Surveys
- Right-of-Way Location Surveys
- Title Searches
- Topographical Surveys
- Tree Surveys

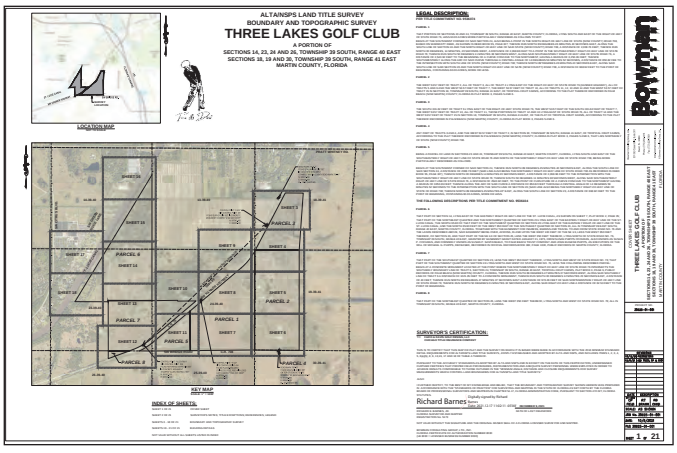
GIS benchmark application, the FDOT EPIC data base or other reliable governmental sources. Elevations that are transferred to a survey site always start and end on published benchmarks.

Our survey team uses Trimble Digital levels for all our level runs. Our horizontal control is usually derived from the Trimble "VRS NOW" virtual network and verified by multiple occupations on published horizontal control marks. Prior to commencing a topographic survey our field crews are furnished a DXF file with the survey limits that can be brought into their data collectors. This ensures that the entire survey site is covered and takes away the guess work especially in overgrown remote areas. We use the "Right Tool for the Job" All our crews are equipped with robotic total stations, GPS rover and base stations, data collectors and digital levels. We also have several terrestrial laser scanners, mobile LiDAR, drone-based aerial LiDAR and fixed wing and copter photogrammetric drones. We use this technology when the project warrants it and saves our clients time and money. There are times when field conditions are challenging due to heavy vegetation or swamp lands. Further information on our photogrammetric/LiDAR capabilities can be found on the pages to follow).

Our final deliverables are complete surveys with all drainage features, utilities, structures, and improvements located along with collecting the appropriate elevations and inverts. Bowman's typical deliverable package includes a paper survey along with the CADD file including a digital surface model.

DESIGN SURVEYS

Design surveys are typically a combination of a boundary and topographic survey. We perform a large amount of these surveys for our in-house engineering staff, external engineering clients and our municipal/governmental engineering clients. A majority of these surveys are ALTA/NSPS land title boundary and topographic surveys. It is especially important to be aware of what easements or other encumbrances are tied to a piece of property when designing a structure or site improvements. This makes a title report an essential document. Utility locations including sanitary sewer with inverts and water hook-up locations are required. Bowman has a fully equipped subsurface utility locating crew (SUE) on staff to perform Quality Level "A" and "B" utility designations. The deliverable package for a design survey is typically a combination of a boundary and topographic Survey and certified to such per the "Florida Standards of Practices" for Professional Surveyors and Mappers.


ALTA/NSPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
THREE LAKES GOLF CLUB
A PORTION OF
SECTIONS 14, 23, 24 AND 26, TOWNSHIP 39 SOUTH, RANGE 40 EAST
SECTIONS 18, 19 AND 30, TOWNSHIP 39 SOUTH, RANGE 41 EAST
MARTIN COUNTY, FLORIDA

ROUTE SURVEYS

Route surveys, like design surveys are typically a combination of a boundary and topographic survey, and our Bowman survey staff certifies to those standards. Route surveys are usually performed for the design of improvements along a given route. This may include pavement, drainage, sidewalks, bike ways or utility improvements. A major factor while performing route surveys is keeping our field crews safe. All our field crew personnel have advanced training in maintenance of traffic (MOT) from our in-house Safety Director. We also use our mobile LiDAR equipment on busy roadways and our terrestrial laser scanner for intersections to keep our crews out of harm's way while still providing a quality survey product to our clients.

The Florida Department of Transportation (FDOT) is one of our largest clients when it comes to route surveys. Bowman has completed over 20 route surveys for the FDOT over the past 5-7 years. Hillsborough County's public works and utilities departments would benefit from our experience and the technology we use completing route surveys.



CONTROL, RIGHT-OF-WAY & MAINTENANCE MAPPING

Control, right-of-way and maintenance mapping are all used to define a specific right-of- way, regardless if it is a fee title or easement interest. They are typically referenced to section corners, section lines or any other well-established control. Bowman has performed several of these for clients including the FDOT, SFWMD and FDEP, as well as multiple local municipalities. We first establish or reestablish a control or baseline of survey. Adjacent boundary corners are located along with other intersecting rights-of- way. fence lines, walls, utilities, vegetation lines and other evidence occupation is located along the route. A legal description is sometimes prepared and included as part of the process. More common is a drafted map showing the limits of the surveyed corridor. On most occasions the map is filed and recorded in the Clerk of Courts office.

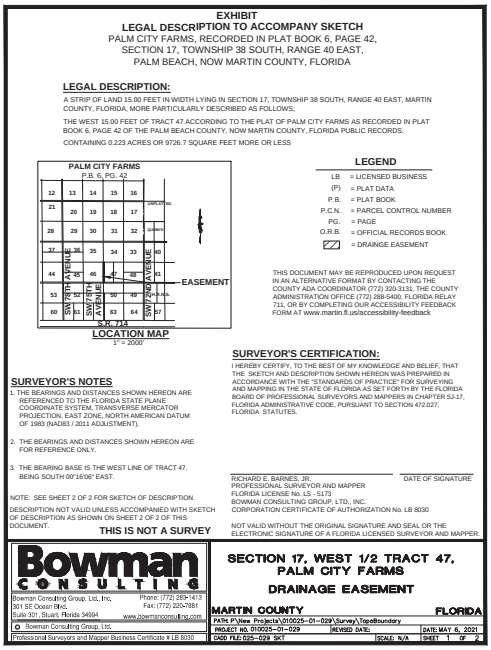


EXHIBIT
LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PALM CITY FARMS, RECORDED IN PLAT BOOK 6, PAGE 42,
SECTION 17, TOWNSHIP 38 SOUTH, RANGE 40 EAST,
PALM BEACH, NOW MARTIN COUNTY, FLORIDA

LEGAL DESCRIPTION:

A STRIP OF LAND 15.00 FEET IN WIDTH LYING IN SECTION 17, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WEST 15.00 FEET OF TRACT 47 ACCORDING TO THE PLAT OF PALM CITY FARMS AS RECORDED IN PLAT BOOK 6, PAGE 42 OF THE PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

CONTAINING 0.223 ACRES OR 9726.7 SQUARE FEET MORE OR LESS

PALM CITY FARMS
P.B. 6, PG. 42

LEGEND
LB = LICENSED BUSINESS
(P) = PLAT DATA
P.B. = PLAT BOOK
P.C.N. = PARCEL CONTROL NUMBER
PG. = PAGE
O.R.B. = OFFICIAL RECORDS BOOK
= DRAINGE EASEMENT

EASEMENT

SW 76TH AVENUE
SW CITY AVENUE
SW 72ND AVENUE
S.R. 714

LOCATION MAP
1" = 2000'

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

SURVEYOR'S NOTES

1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011 ADJUSTMENT).
2. THE BEARINGS AND DISTANCES SHOWN HEREON ARE FOR REFERENCE ONLY.
3. THE BEARING BASE IS THE WEST LINE OF TRACT 47, BEING SOUTH 00°16'06" EAST.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RICHARD E. BARNES, JR. — DATE OF SIGNATURE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. LS - 5173
BOWMAN CONSULTING GROUP, LTD., INC.
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Bowman CONSULTING
Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd.
Suite 301, Stuart, Florida 34994
Phone: (772) 287-1413
Fax: (772) 225-7881
www.bowmanconsulting.com
Bowman Consulting Group, Ltd.
Professional Surveyors and Mapper Business Certificate # LB 8030

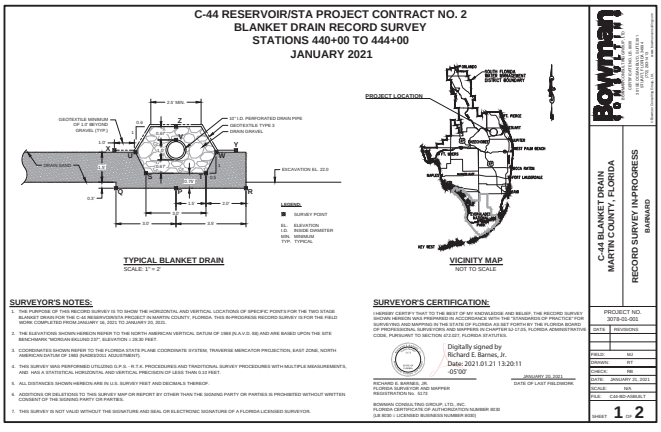
SECTION 17, WEST 1/2 TRACT 47,
PALM CITY FARMS
DRAINAGE EASEMENT
MARTIN COUNTY FLORIDA
PATH: P:\New Projects\010025-01-029\Survey\TopoBoundary
PROJECT NO. 010025-01-029 | REVISED DATE: | DATE: MAY 6, 2021
CAD FILE: 025-029 SKT | SCALE: N/A | SHEET 1 OF 2

LEGAL DESCRIPTIONS & SKETCH

Legal description preparation is one of the most important functions of a surveyor. A poorly written legal description can cause problems that will follow a parcel of land for years. Legal descriptions prepared by Bowman always come with a sketch no matter what form of legal description is prepared. We find this to be helpful for both the non-surveying community and other surveyors. We start each call in the description on a new line, we believe this allows for easier reading. We prepare over 1,200 descriptions and sketches over a year's time and actually have a group that is dedicated to that task. Our office prepares legal descriptions for large acreages, utility easements, right-of-way dedications, ingress / egress and others.

RECORD AND/OR AS-BUILT SURVEYS

Record or as-built surveys are typically performed to document constructed improvements to ensure they were built within tolerances of the construction plans. As- built surveys are completed for all types of construction from vertical, roadways, utilities, earthwork and drainage features. Most as-built surveys include the design criteria with a comparison to the "as-built" results both horizontally and vertically. Some as-built surveys include ties to the land boundary lines; therefore, boundary lines need to be established and verified. The establishment of quality survey control is always important to complete the survey. Bowman has completed some very large as-built surveys including the C-44 Reservoir in Martin County for the U.S. Army Corps of Engineers. In addition to conventional surveying methods, we used a terrestrial laser scanner to perform surveys on the water control structures while they were in a dry state.



C-44 RESERVOIR/STA PROJECT CONTRACT NO. 2
BLANKET DRAIN RECORD SURVEY
STATIONS 440+00 TO 444+00
JANUARY 2021

TYPICAL BLANKET DRAIN
SCALE: 1" = 2'

VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES:
1. THE PURPOSE OF THIS RECORD SURVEY IS TO SHOW THE HORIZONTAL AND VERTICAL LOCATIONS OF SPECIFIC POINTS FOR THE TWO STAGE BLANKET DRAIN FOR THE C-44 RESERVOIR/STA PROJECT IN MARTIN COUNTY, FLORIDA. THIS IN-PROGRESS RECORD SURVEY IS FOR THE FIELD WORK COMPLETED FROM JANUARY 16, 2021 TO JANUARY 20, 2021.
2. THE ELEVATIONS SHOWN HEREON REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88) AND ARE BASED UPON THE SITE BENCHMARK "MORGAN 6XLUND 2.07", ELEVATION = 28.30 FEET.
3. COORDINATES SHOWN REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83/2011 ADJUSTMENT).
4. THIS SURVEY WAS PERFORMED UTILIZING G.P.S. - R.T.K. PROCEDURES AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS, AND WAS A STATISTICAL HORIZONTAL AND VERTICAL PRECISION OF LESS THAN 0.10 FEET.
5. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
6. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE RECORD SURVEY SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by Richard E. Barnes, Jr.
Date: 2021.01.21 13:20:11 -05'00'

RICHARD E. BARNES, JR.
FLORIDA SURVEYOR AND MAPPER
REGISTRATION No. 5173
JANUARY 20, 2021
DATE OF LAST FIELDWORK

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

Bowman CONSULTING
C-44 BLANKET DRAIN
MARTIN COUNTY, FLORIDA
RECORD SURVEY IN-PROGRESS
SUNWARD
PROJECT NO. 3078-01-003
DATE | REVISIONS
FIELD: NO
DRAWN: KT
CHECK: RB
DATE: JANUARY 20, 2021
SCALE: N/A
FILE: C40-BD-ASBUILT
SHEET 1 OF 2

CONSTRUCTION LAYOUT SURVEYS

Construction layout surveys can carry with them a high degree of liability. If a project is staked out and constructed wrong the surveyor is held responsible for the cure. This could be costly. We take every precaution to make sure the calculations are correct when they leave the office and go to the field. We have office and field staff that specialize in construction surveys. We require the CAD construction plans prior to any construction job we perform. This helps to take out any ambiguity there may be with paper copies. We are selective as to the types of construction jobs we work on.

Typically, we take on larger civil projects such as the C-44 Reservoir in Martin County and the A-2 STA in Western Palm Beach County (currently in construction). These types of projects take years to construct. At times, a full survey presence is required.

QUANTITY SURVEYS

Quantity surveys are used to determine volume and may have a lot of the same characteristics as a topographic survey. We have performed quantity surveys the tradition way with RTK-GPS, Total Stations, level and rod etc. Bowman has also used aerial photogrammetry and LiDAR from our UAS fleet and a laser scanner to capture quantity data. We use specialized software to process the data and prepare a surveyor's report documenting our volume calculations. One unique quantity survey completed was for the Martin County Utilities and Solid Waste Department at their solid waste transfer facility in support of pending litigation. We used photogrammetry flown with one of our drones and calculated the volume of several debris piles. It would have been very dangerous completing the survey traditionally and ended up saving the county tax dollars.

SUBSURFACE UTILITY SURVEYING (SUE)

Bowman has a fully staffed and equipped subsurface utility engineering (SUE) section. We are capable of designating all types of underground utilities using ground penetrating radar and electromagnetic equipment. We have a vacuum excavating truck to perform soft digs for quality level "A" exploration. Prior to any field work, our utility director researches records and as-built surveys when they were installed. This gives our field crews an idea of where the utilities may be located. Our SUE crews are equipped with GPS and total stations to survey the utilities after designated. We not only locate utilities, in 2020 we were tasked with locating burial sites in two cemeteries. One of which had very few grave markers and had been abandoned for many years. Our crews found over 500 unmarked graves, This was a cooperative effort between Martin County, Gomez Pioneer Cemetery Preservation Committee and Florida Atlantic University. We even made the evening news broadcast!



GEODETIC SURVEYING

Geodetic surveying is a specialized field of expertise. Bowman has provided numerous static GPS network control surveys for our clients. Prior to our company name change to Bowman we completed a horizontal control projects that have been published by the National Geodetic Survey (NGS). We continue to provide static control networks on a regular basis for the FDOT. We are in the process of kicking off a project that will require setting over sixty concrete monuments along I-95 and establishing a static GPS network through them. This requires a lot of advanced planning, field staff and GPS receivers. It usually requires three or four crews simultaneously to collect the data. We use specialized software to process the data and complete control sheets and prepare a surveyor's report to accompany them. We are also active participants in the NGS "GPS on benchmarks" program to assist in the shift to the new 2022 datum.





HORIZONTAL & VERTICAL CONTROL

The establishment of good horizontal and vertical control is a must for every survey. We always originate and terminate our level runs on well-known published benchmarks. We do not rely on network generated GPS elevations. We do use network generated coordinates, but we always verify the results with multiple occupations on published horizontal control marks. Bowman has the experience to build survey monuments, concrete and rod marks to NGS specifications. We have established many miles of horizontal and vertical control along Florida's coasts, which have been in on-line GIS databases for several counties.





PROJECT SPOTLIGHT: In 2020 Bowman set or recovered 25 control monuments along Citrus Blvd. in Martin County. We used a digital Trimble level with bar code rods with exceptional results. The county did not have a budget for the entire project, but we completed the project without any additional funding. Bowman is bound and determined to *"Survey the Right Way"* without cutting corners no matter what the budget dictates.

HYDROGRAPHIC/BATHYMETRIC SURVEYS

Hydrographic surveys can take on many forms on different bodies of water from coastal waters, large lakes, ponds, canals and ditches. The size of the project dictates methodology and the equipment used to perform the survey. For smaller ponds, canals and ditches we find that traditional survey methods taking soundings using RTK-GPS or a total station is most suitable for those applications. For larger water bodies survey grade sonar equipment is used. We are very well versed with hydrographic and bathymetric technology. Our senior survey project manager, Rick Barnes has completed hundreds of miles of hydrographic surveys using Odom Sonar Systems with Hypack software while employed as Section Administrator at the SFWMD.

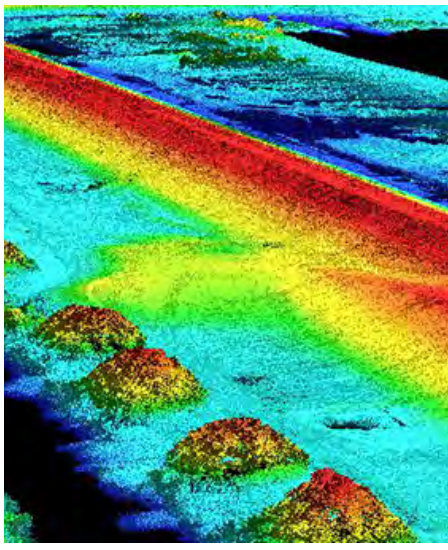
PHOTOGRAMMETRY/LIDAR

At Bowman we have a full fleet of drones capable of many applications. For flying small photogrammetric projects, we use one of our small Parrot or DJI multicopter drones. This type of aircraft is ideal for that type of application. It allows us to use "real time" high resolution digital imagery as a background for our surveys. They also work very well when performing quantity surveys on vegetation free bare ground. We use Pix4D software for pre-planning and processing the flights.

For larger projects we use one of our fixed wing drones. We operate a Firefly and eBee equipped with RTK-GPS for these sites. For over two years, we would fly monthly flights at the C-44 reservoir construction project to document the amount of material was being placed along the 9.5-mile embankment. For project sites that are vegetated, we use our Freefly Systems Alta X with a Teledyne Optech CL-360 LiDAR sensor. This technology has been a game changer in our survey toolbox. We have used this aircraft to survey large and small acreages with heavy canopy with fantastic results. With all aerial platforms, establishing good ground control with strategically placed targets is paramount.







Bowman's field crews are also instructed to collect ground data for all the various surface conditions such as hard surfaces, low vegetation, high vegetation and under tree canopies. This data is used for quality control purposes and to classify the data to various ground covers.

Bowman also employs the use of vehicle based mobile LiDAR systems for surveying projects. These systems provide flexibility with how they can be mobilized, whether is it on a truck, UTV, boat or even train, while also providing the highest level of accuracy possible.

Our Teledyne Optech CL-360 Lidar is light enough to be flown on a drone, but also meet the strict Florida Department of Transportation (FDOT) accuracy requirements, when placed on a truck. Bowman recently used it on a truck to map 63 miles of roads and levees for the South Florida Water Management District (SFWMD).

Bowman's main mobile LiDAR system was custom built and tested for us by its manufacturer, LidarUSA. It employs the highest precision LiDAR sensor on the market with the best gyro system available. It has successfully been used to map miles of US-1 in both Vero Beach and Sebastian.

ENVIRONMENTAL

Bowman has a long history of performing environmental related surveys and working with environmental consultants. Our senior project manager, Rick Barnes was actively involved in completing large environmental projects related to the Kissimmee River Restoration and Restoring the Everglades to their natural flow while employed at the SFWMD. Bowman recently completed a large environmental survey that encompassed over 60 miles in support of the Western Everglades Restoration Project (WERP) for the SFWMD. The survey footprint was in four different counties, Miami-Dade, Monroe, Collier and Broward. This generated a survey drawing of over 200 sheets with zero comments from the District. Our field crews work as part of team in the field designating and locating wetlands. They are trained to observe and document any potential environmental concerns while performing a boundary or topographic survey that includes wetlands, gopher tortoise burrows, eagle and caracara nests, hazardous waste and dump sites. The field crews are also well versed in native Florida trees and routinely locate and identify those trees per local governmental code.

TIDAL WATER SURVEYS

Our team has provided tidal water surveys since 1977, beginning with the original survey for Sailfish Point in Stuart, Florida, and later for the South St. Lucie Inlet State Park for the State of Florida, as well as subsequent surveys throughout the following years. Bowman is well versed in the state's criteria for establishment of the mean high-water line, Chapter n177 and the Coastal Mapping Act of 1974 establishing the "safe upland line." Our team has served both public and private



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis, Governor
Jeanette Nuñez, Lt. Governor
Shawn Hamilton, Secretary

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Tidal Water Survey Procedural Approval
(Complete and email to mhwrequest@floridadep.gov

County: St. Lucie Waterbody: North Fork St. Lucie River
Project Vicinity: 2083 West Midway Road, Fort Pierce
Sec. 4 Twp. 36S Rge. 40E Client Name:
USGS 7.5 Minute Quad Name: Ankona
Comments: Tide Interpolation Point 925 extended to site: MHW -0.13 ft, MLW -1.32 ft, NAVD 88
Surveyor Name: Richard E. Barnes, Jr. PSM #: 5173
Business Name: Bowman Consulting Group
Mailing Address: 301 Southeast Ocean Boulevard
Stuart, FL 34994
Phone: 772.210.4612 Fax: Email: rbarnes@bowman.com

Procedure for Determining Elevation of Mean High Water (to be completed by Bureau):

This is your approval, pursuant to Chapter 177, Part II, Florida Statutes, to determine the elevation of Mean High Water (MHW) at this project site, for boundary purposes, as follows:

X At this project site, use MHW elevation -0.13 feet (FT), NAVD88.

___ The elevation of MHW at this project site has not been determined – a tidal datum study using simultaneous tidal observations is required. The elevation will be determined using the following method (see checkmark):
___ Height Difference; ___ Amplitude Ratio; ___ Range Ration; based on Control Station 872

___ ___ ___ ___, MHW elevation ___ ft. NAVD88; Mean Range (MR) ___ ft.

See Attachment "A" for additional instructions.

This form constitutes approval of the method to be used to locate the elevation of mean high water.

Retain this form for record keeping. Submit a copy of it with the complete survey drawing to the Bureau of Survey and Mapping within 90 days of the completion of the survey (Chapter 177.37, F.S.)

For the Bureau of Survey and Mapping 6/20/2022 Date

FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis, Governor
Jeanette Nuñez, Lt. Governor
Noah Valenstein, Secretary

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Mean High Water Survey Guidelines
(EFFECTIVE DATE – 2/1/2019)

The following guidelines shall be met for the survey drawing to be filed in the Department of Environmental Protection (DEP) mean high water line survey repository.

☐ The Tidal Water Survey drawing shall be a maximum 24" x 36".
☐ The survey should be dated within 90 days of submittal to BSM (Ch. 177.37, F.S.).
☐ A minimum of one tidal benchmark set for each site is shown and described with the datum reference indicated (i.e. 1.25 feet NAVD88) (Ch. 177.38, F.S.).
☐ The horizontal location of the MHW line and a notation of the location method used is included (Ch. 177.39, F.S.). The MHW line shall reflect bearings and distances or station and offset ties to a witness or reference line.
☐ A note is on the survey drawing describing the approved procedure used to establish the MHW line elevation.
☐ The survey drawing includes a notation near the tidal boundary the reds "Mean High Water Elevation x.xx feet, NAVD88 as located on (date)."
☐ A location map showing the Section, Township and Range is included on the drawing.
☐ The survey drawing is labeled as "Tidal Water Survey" or "Boundary and Tidal Water Survey."
☐ A note is included on the survey drawing that reads: "This Tidal Water Survey complies with Chapter 177, Part, Florida Statutes."
☐ Provide a copy of the "Tidal Water Survey Procedural Approval" form with the submittal of the survey drawing.
☐ Provide a digital copy of the survey drawing in Portable Document File (pdf) format with the submittal of the survey drawing.

All of the above must be complied with.
BSM will use these guidelines to review the survey drawing. **No other review will be made.**

The final survey drawing should be sent to:
Florida Department of Environmental Protection
Bureau of Survey and Mapping, Mail Station 105
Mean High Water Repository
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000
email pdf of survey to: mhwrequest@floridadep.gov





clients, with notable projects including the Salerno Creek Retrofit and the East Fork Creek Retrofits – both award winning projects by the Florida Institute of Consulting Engineers (FICE).

Bowman has also utilized these procedures and processes to determine limits of ownership and establish lease areas for private and public use, as well as determining jurisdictional boundaries of various state and federal agencies. Bowman completed a tidal water survey for Martin County along the Indian River that required the determination of the mean high-water line and submittal to FDEP for approval.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Bowman offers a variety of GIS services. Data collection, conversion and mapping to transform real world data into powerful information enabling us to help our clients make informed tactical decisions adding value to their organization. Our highly skilled experts have a wealth of experience with database design, spatial analytics, and system implementation across multiple disciplines, including engineering, survey and environmental services, to help our clients be more efficient and leverage the latest technologies to save time and money.

Services

- Cartographic Mapping & Professional Land Surveying
- Data Collection & Data Conversion
- Utilities & Asset Management
- Database Management & Design
- Needs Assessment & Strategic Planning
- System Implementation
- Spatial Analysis, Modeling & 3D Visualization
- Training & Technical Support
- Asset Inventory Services



Benefits

- Location inventory of all system assets (water, sewer, gas, electric, etc.)
- Organizes physical infrastructure in a digital map that is tied to a spatial location in a single platform
- Web-based solutions allow our clients a convenient, user-friendly window to access their map and the data integrated within the map
- Users have access to geoprocessing tools to control map visualization and run data analytics
- Eliminates labor-intensive sorting through hard copy records and drawing files and correlating information to pins on a map
- Users can quickly filter diverse data sources and query thousands of data inputs with built-in tools
- Increases efficiency for turnaround of disseminating updated asset information
- Scalable and portable

STAFFING & RESOURCES

Bowman's response to staffing needs on this contract will be driven by the project due date and providing enough resources to complete the scope of services well within the presented time frame, despite any other challenges to the schedule such as delayed start dates due to contract finalizing, weather conditions, or other unforeseen impacts. Bowman will provide well qualified staff for surveying and right of way and utilize our subs to expand our team's capacity. Bowman will primarily provide staff through its Tampa, Florida office with additional support available through the firm's additional Florida offices, as well as nationwide.

Bowman is committed to the success of this project and retaining the key staff to execute this scope of work. We understand the importance of staff retention and strive to maintain highly qualified staff in all of our disciplines. We have dedicated the staff in this proposal to this project, and pledge that the staff presented will be available for the entirety of the project.

PROJECTED WORKLOAD / AVAILABILITY

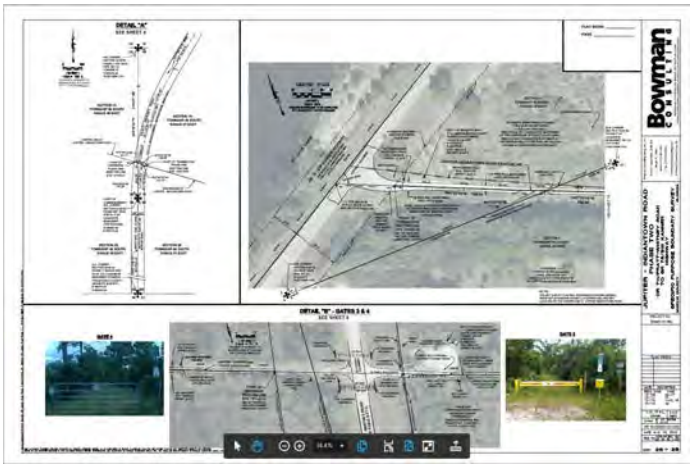
Surveying & Mapping / SUE Staff			
Team Member	***Role***	***Primary Office***	***Availability***
Steve Brickley, PSM	Principal-in-Charge / QA/QC Manager	Stuart, FL	20%
Max George, PSM	Contract Manager / Client Contact	Tampa, FL	60%
Richard J. Barnes, Jr., PSM	Sr. Survey Project Manager/Project Surveyor (SME: Water Resources)	Stuart, FL	20%
Brion D. Yancy, PSM	Sr. Project Surveyor (SME: Municipal)	Stuart, FL	20%
Adam Dao, PSM	Sr. Project Surveyor (SME: Transportation/FDOT)	Stuart, FL	20%
Chris Mielke, PLS	UAS/Aerial Mapping Manager	Stuart, FL	20%
Patsy Lawless	SUE Manager	Stuart, FL	20%
Coral Sperling	Survey Technician	Stuart, FL	40%
Pat Conway	Survey Technician	Tampa, FL	50%
Clif Porter	Field Crew Chief	Stuart, FL	25%
Chad Stewart	Field Crew Chief	Stuart, FL	45%
Mike Ramsey	Field Crew Chief	Tampa, FL	50%
Greg Spelios	Field Crew Chief	Tampa, FL	25%
Support / Specialty Area Staff			
Team Member	***Role***	***Primary Office***	
Megan Dean	GIS Developer	Melbourne, FL	25%
Katie Hudson	Right-of-Way/Land Acquisition Director	Melbourne, FL	15%
John Boyer, PE	Chief Civil Engineer	Melbourne, FL	15%

Projects & Experience

Reference 1	
Client Name:	**Martin County, Florida**
Address / Phone:	2401 SE Monterrey Road Stuart, FL 34996 P: 772.288.5928
Client Contact:	Tom Walker, PSM, County Surveyor P: 772.288.5928 | twalker@martin.fl.us
Description of Services Provided:	Continuing Surveying & Mapping Services
Time Period of Contract/Project:	2014 - Present

Select Project Examples - Martin County

Rocky Point Topographic Survey
Bowman completed a topographic survey along 20 roadways totaling approximately three miles in the Rocky Point neighborhood for the design of a new sewer system. The survey included collecting elevations, locating utilities, drainage features, establishing survey control, locating right-of-way improvements and determining the road rights-of-way. Deliverables included merging Martin County data and creating a DTM with contours, construction baseline and preparing a surveyor's report.



Old Jupiter Grade Road Specific Purpose Survey
This specific purpose survey of Jupiter Grade Road was performed in support of efforts to create an alignment for the centerline of the physical trail from the south line of Martin County to the western right-of-way line of CR-711/ Pratt-Whitney Road and continuing north and west to Kanner Highway. The survey was approximately 13.5 miles.

Southwood Neighborhood Drainage Topographic & Right-of-Way Improvements
Bowman provided a topographic survey of the existing drainage system and improvements within the rights-of-way located within the Southwood Subdivision to support drainage infrastructure improvements. The survey included establishing control, an as-built of the drainage system, location of improvements, an as-built of the sanitary system, plat control, and finish floor elevations.

Indiantown Fairgrounds Utility Extension Topographic Survey
Bowman performed a topographic survey along portions of SW Citrus Blvd., SW Osceola St., SW Trail Dr. and SW 150th St. in the Village of Indiantown within the road right-of-ways for the design and construction of water and sewer lines along the route to service the new Martin County fairgrounds. The survey corridor was approximately 11,500 LF. The survey scope involved taking cross sections at 200-ft intervals, detailing all driveways and intersections, locating all visible signs of utilities and drainage features and establishing the road right-of-ways.

Haney Creek North River Shores Outfall
Bowman performed surveying services on this project to map and provide elevation data along Haney Creek from the box culvert outfall along US Highway 1 to an elevation that is less than the invert elevation of said box culverts. The proposed course was approximately 1,900 feet derived from historic aerial imagery. Bowman completed a topographic survey including establishing invert elevations, establishing control, a centerline profile and cross-sections, and prepared survey drawings.



SW Citrus Boulevard Densification / Vertical Control Survey

Bowman completed a Vertical Control Survey commencing in Indiantown and terminating approximately 13 miles Northeasterly along SW Citrus Blvd.as part of Martin Counties Vertical Densification Project. 16 new benchmarks were established as a result of the project. The levels were run using a Trimble digital level. Two NGS benchmarks were used to start the level run and two other NGS marks were tied into at the end. "To-Reach descriptions and a surveyors report was prepared as a deliverable.

Bridge Road Resurfacing & Bike Lanes Survey

Bowman performed surveying services to collect topographic data along Bridge Road in Hobe Sound over approximately 7.8 miles from US-1 to Pratt Whitney Road (CR-711) to aide in the design and construction of roadway improvements. Surveying services included establishing control along the project route, taking cross-sections, collecting topographic data at all driveways and intersections, locating visible improvements and utilities, establishing road right-of-way and tree location.

Sailfish Sands Golf Course (FKA Martin County Golf Course) Boundary & Topographic Survey

Bowman performed a boundary and topographic survey over +/- 38 acres including monumenting changes in direction, identifying adjoining properties, and locating boundary line improvements. The topographic survey showed the club house, maintenance buildings, golf cart garage, offices & restrooms, golf cart paths, road ROW improvements, paving and parking, trees, ponds, etc.

Martin County Fire Station #18 - Topographic & Tree Survey

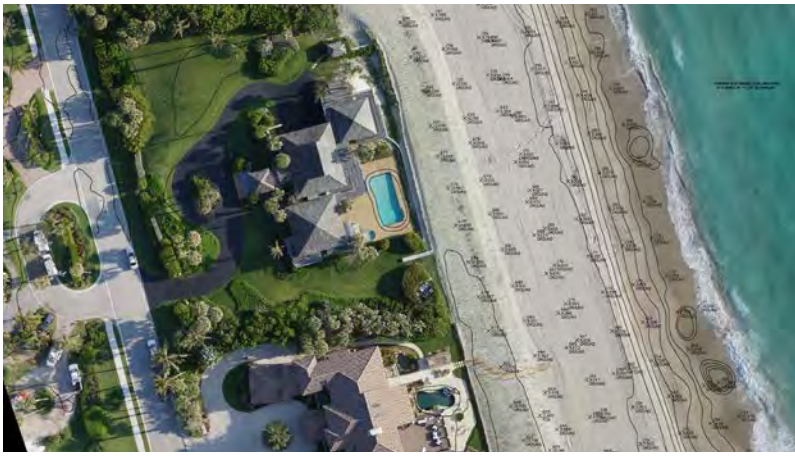
Bowman provided professional engineering and surveying services to Martin County for the design of Martin County Fire Station #18. Surveying services included the preparation of an ALTA/NSPS boundary and topographic survey and tree survey.

Bathtub Beach UAS Survey

Bowman performed this specific purpose survey project to gather photogrammetric data of approximately 0.5 miles of Atlantic Coast shoreline from approximately 300 ft north of Bathtub Reef Beach Park to approximately 300 ft south of the park. Bowman utilized the FireFLY6 Unmanned Aerial System (UAS) platform to document beach improvements. The survey produced high resolution digital imagery, a 3D point cloud and ground contours.

Bathtub Beach Boundary & Topographic Survey

Boundary and topographic survey establishing boundary and justiciar lines of the park. In addition, the roadway, parking area and beach-front was surveyed to show beach refurbishment and park improvements.



Palm City Farms Topographic Survey

Bowman completed a topographic survey in Palm City Farms. The survey taking cross sections at 200-foot intervals along three drainage canals along three drainage ditches, spanning approximately five miles. Culverts were located and inverts determined. Based off of the cross sections, 22 legal descriptions were prepared for the county to acquire an easement interest over the canals for operation and maintenance.

Reference 2	
Client Name:	**Florida Department of Transportation (FDOT), District 4**
Address / Phone:	3400 W. Commercial Blvd. Fort Lauderdale, FL 33309 P: 954.777.4560 | jeffrey.smith@dot.state.fl.us
Client Contact:	Jeffrey D. Smith, PSM, District Surveyor & Mapper P: 954.777.4560 | tvoelker@ci.stuart.fl.us
Description of Services Provided:	Right-of-Way Surveying & Mapping Services - Bowman is currently contracted by FDOT District 4 for district-wide right-of-way surveying and mapping services and has provided similar services to this District in the past since 2014. The scope of services for this district-wide contract includes right-of-way monumentation, right-of-way control surveys, genesis maps, right-of-way monumentation maps, project network control surveys, digital terrain models, terrestrial and mobile LiDAR, Low Altitude Mapping projects (LAMP), route surveys, wetland delineations, boundary surveys, topographic surveys, control structures, utilizing GPS RTK and EFB procedures. We also provide surveying and SUE services to the FDOT as a subconsultant on several contracts.
Time Period of Contract/Project:	2014 - Present

Select Project Examples - FDOT District 4

CR-510 to 58th Avenue Mobile LiDAR Scan | *Indian River County, FL*
Bowman provided survey services for this 5.5-mile design survey project. Services included the BLC and benchmark points from project network control sheets along the project were verified utilizing RTK-GPS surveying procedures and re-established where necessary. Horizontal control was established on the 27 aerial and 102 mobile LiDAR targets required. Vertical control was established through the 102 mobile LiDAR targets from a closed level run utilizing the Trimble DiNi digital level and the existing project network control. Cross-sections of the road pavement along CR-510 were taken to verify the mobile LiDAR obtained by ACA. A DTM/topographic survey was performed utilizing RTK-GPS and traditional surveying procedures. A drainage survey throughout the project was performed utilizing traditional surveying procedures by obtaining invert elevations and pipe information on all the drainage structures. Subconsultant to GPI Geospatial.

CR-714 Establishment of Right-of-Way Corridor | *Martin County, FL*
1.74-mile right-of-way stakeout project located in Martin County. Surveying services included verifying the right-of-way map and staking out the right-of-way for the project length on both sides of the right-of-way utilizing maps, per FDOT. Bowman checked the horizontal from known control and found monuments per the FDOT maps using GPS-RTK surveying procedures.

Indian River Ditches Staking | *Indian River County, FL*
Bowman provided surveying and mapping services on 11 drainage outfall ditches in Indian River County. The scope included calculating a baseline for each ditch with stationing starting at 30+00.00. Bowman staked the ditch baselines (or baseline offsets) every 100 ft for clearing, cross sections and environmental personnel, and set a minimum of two control points with xyz per ditch. Bowman provided cross sections at 100-ft intervals from right-of-way to right-of-way, located encroachments and improvements (horizontal position only), and utilize the FPRN VRS Network for horizontal control xy positioning. Bowman also located wetland delineation flags, provided the mean high water line elevation at each ditch and/or Indian River intersection on the final survey. Bowman provided a GPK and TIN model for each ditch, as well as 11 specific purpose surveys showing baselines, right-of-way lines, horizontal/vertical controls, monumentation, topography and improvements.

Lake Ida Road Topographic Survey | *Palm Beach County, FL*
Surveying services on this project included processing field topographic information and producing a digital terrain model of the site.

Select Project Examples - FDOT District 4 (Continued)

Jensen Beach Causeway Control Survey | *Martin County, FL*
This two-mile right-of-way control project located in Martin County, surveying services included setting control utilizing static GPS observations, developing the historic baseline alignment and existing right-of-way corridor with subdivision calculations, and development of a control survey.

Johnson Street Baseline & Control Map | *Broward County, FL*
Surveying services on this three-mile right-of-way control survey project included the development of an existing right-of-way corridor and baseline of survey, including subdivision calculations and approval of the baseline of survey for Johnson Street.

PD&E SR-A1A North Bridge over ICWWW Bridge Replacement | *St. Lucie County, FL*
Surveying services on this one-mile design survey project and two and a half-mile control survey project included setting horizontal and vertical control; running a bench level circuit in the field and post processing in the office; locating improvements in the field, ground shots and cross sections along the road corridor; scanning the bridge utilizing the C10 scanner and preparing 3D models of the east and west ends of the bridge. Bowman merged survey data and hydrographic survey data to produce a digital terrain model of the roadway corridor and riverbed. The project also involved the development of an existing right-of-way corridor and baseline of survey, including subdivision calculations and approval of the baseline of survey for SR-A1A.

Roosevelt Bridge Repairs | *Stuart, FL*
FDOT called upon Bowman to monitor the underside of southbound US-1 in downtown Stuart before, during and after installation of temporary support gantry. The services included establishing project control, ongoing monitoring throughout the exploratory and construction phases of the project and numerous existing conditions surveys for design of detours on US-1 and Dixie Highway. Bowman utilized Trimble Robotic S-7 total stations and Leica HDS Laser Scanners to statistically analyze daily data. Establishing time of day values on all monitoring points was critical for comparison during different work efforts over the length of the project. Additionally, during construction, control points were established on the deck of span 1 southbound to aid the FDOT structural team in their modeling and assessment of bridge conditions.

SR-15 Survey | *Palm Beach County, FL*
Services for this five-mile corridor from Belle Glade to Pahokee and included FDOT Electronic Field Book (EFB) designs survey, compilation of existing District 4 EFB segments and field notes with supplemental EFB segments, metric unit right-of-way maps with Florida East Coast (FEC) right-of-way alignment, special survey instructions/ Everglades Patent and dual (metric and English) dimensions.

SR-A1A Manalapan | *Palm Beach County, FL*
Surveying services on this 0.2-mile topographic survey project included setting horizontal and vertical control, running a bench level circuit in the field and post processing in the office, locating improvements in the field and cross sections along the road corridor, post processing data and producing a digital terrain model.

Atlantic Avenue (SR-806) (District 4) | *Palm Beach County, FL*
Surveying services on this one-mile project included setting horizontal and vertical control, running a bench level circuit in the field and post processing in the office, producing PNC sheets, locating improvements in the field, scanning the two intersections at Venetian Drive and Gleason Street, utilizing the C10 scanner, post processing data and producing a digital terrain model utilizing the C10 scanner.





Reference 3	
Client Name:	**South Florida Water Management District (SFWMD)**
Address / Phone:	3301 Gun Club Road West Palm Beach, FL 33406 P: 561.682.6688
Client Contact:	Michael O'Brien, PSM, CFM, Administrator, Survey & Mapping Section P: 561.682.6688 | mobrien@sfwmd.gov
Description of Services Provided:	Continuing Surveying & Mapping Services - Bowman has been awarded several continuing services surveying and mapping contracts with the South Florida Water Management District (SFWMD) and have completed many projects under those contracts, including boundary, topographic, right-of-way and hydrographic surveys; GIS services, UAS surveying, and photogrammetric/LiDAR surveys.
Time Period of Contract/Project:	2013 - Present

Select Project Examples - SFWMD

Okeechobee Field Station Aerial Survey | *Okeechobee County, FL*
Used UAS surveying to obtain an updated aerial image of the entire project location and to make control adjustments for the final aerial product delivered with the survey.

Fowler's Way / Canal 43 Boundary Survey | *Lee County, FL*
Completed an 80-acre boundary survey along the SFWMD C-43 Canal for a proposed surplus land sale. Survey included locating all improvements, acquiring current aerial imagery with our eBee fixed wing drone and staking access easements.

G-341 / Levees L13, L-14 & L-15 Control Survey Improvements Project | *Western Palm Beach County, FL*
Bowman completed a specific purpose right-of-way control survey along SFWMD Levees L-13, L-14 and L-15, totaling approximately 38 miles. Included establishing and monumenting a survey baseline at 1/2-mile intervals, establishing the intersecting section lines, re-establishing lost section corners and filing certified corner records for all found and set section corners. The right-of-way lines were monumented at all intersecting section lines. Apparent physical uses along the right-of-ways were identified and detailed on the survey.

Western Everglades Restoration Project UAS/LiDAR Topographic Survey | *Miami-Dade, Broward, Monroe & Collier Counties, FL*
Collected topographic data along SFWMD Levee L-28, Tamiami Road and Canal, Loop Road and 11-Mile Road, totaling 60+ miles. Multi-beam sonar, mobile LiDAR and traditional ground surveys were utilized for the survey. The survey took place in Miami-Dade, Broward, Monroe and Collier Counties deep in the heart of the Everglades. Deliverables included a digital surface model combining the three different data sets and over 300 sheets of drafting.





Select Project Examples - SFWMD (Continued)

C-43 Reservoir Project UAS/LiDAR | *Hendry County, FL*
Project included the use of UAS/LiDAR operations to collect and process approximately 3,000 acres of high accuracy, high density LiDAR data along portions of the proposed project site. The data was processed into surface models used by contractors for pre-bid earthwork calculations. We also provided various aerial images and fly-through videos of the site for their client.

Stormwater Treatment Area (STA) A2 - UAS/ Photogrammetry/LiDAR Collection | *Palm Beach County, FL*
Project included UAS flight operations for photogrammetry and LiDAR data collection of the project for the project's earthworks contractor. Bowman utilized the high resolution UAS data to generate detailed surface models and volume calculations through the life cycle of the project.

Vertical Datum Upgrade Project - Structure Information Verification (STRIVE) Project | *Various Locations, FL*
This survey included establishing NAVD88 elevations and performing record surveys documenting the current geometry of 16 district water control structures. The project was associated with the district's vertical datum upgrade project for transitioning from NGVD29 to NAVD88 vertical datum. The survey resulted in a 160-page all-inclusive surveyor's report.

Lake Apopka Flow Way Topographic Survey | *Apopka, FL*
Established elevations on a 300-ft grid within cells B-1, B-2 and C-2 of the Lake Apopka flow way marsh. The elevations were collected on the surface of the soft material and on solid material by pushing a rod until firm resistance was met. Bowman also defined the deep-water areas (short circuits) within the cells. The survey was completed to aid in the design of flow way improvements as a subconsultant to Kimley Horn.

C-18 Canal Right-of-Way/Boundary/Topographic Surveys | *Palm Beach County, FL*
The project included a one-mile corridor right-of-way/ boundary survey including recovering the original FCE monuments to establishing the USACE original baseline alignment, retracing the original government section corners, detailing conflicts between the Water Management deeds and the right-of-way established by the USACE baseline, locating all improvements from the top of bank of the C-18 canal to 10-ft outside the right-of-way, and setting poured in place SFWMD monuments at 500-ft intervals along the right-of-way lines. A surveyor's report was prepared outlining the chain of title of existing water line easements along the easterly right-of-way line, which contained scrivener's errors. The survey was performed utilizing RTK GPS, tied to the Florida State Plane Coordinate projection.

S-140 Pump Station Surveying | *Broward County, FL*
Bowman provided professional surveying services for the SFWMD S-140 pump station that included performing as-builts and construction layout work on-site.

G-15 North New River Flood Control Project | *Broward County, FL*
The central and southern Florida flood control project includes a network of over 1,800 miles of canals and levees designed to manage and protect the water resources of the region. Bowman provided a boundary survey in accordance with Florida's standards of practice and SFWMD requirements to establish a portion of the south right-of-way of G-15 (approximately 250 ft). This survey was requested as part of the operations and maintenance's canal/levee maintenance program.

Loxahatchee River Watershed Restoration Project | *Martin County, FL*
Bowman completed a topographic survey and easement exhibit for an access route to the Loxahatchee River Watershed Restoration project site in Martin County. The survey involved taking cross sections, gathering topographic data, determining Hobe-St. Lucie Conservancy District canal right-of-ways, capturing drone-based photogrammetry and plotting easement deeds. The survey was used to design and procure an ingress-egress easement to the North end of the project site for construction related activities. Deliverables included a certified topographic survey and easement exhibit with plan view sheets showing the topographic data and all interests that encumbers the access route along with the associated CAD file.

Structure 29 (S-29) | *Miami-Dade County, FL*
Bowman completed a topographic survey at S-29 along the C-9 Canal in Miami-Dade County. The survey involved establishing cross sections of the canal, topographic data collection of the surrounding area, bridge details, pipe crossing details and site photos. Deliverables included a certified topographic survey including plan sheets with contours, bridge and pipeline crossing detail sheets with photos and cross section sheets. Kimley-Horn utilized the survey for the design of S-29 improvements under contract with the SFWMD.

Reference 4	
Client Name:	**City of Stuart, Florida**
Address / Phone:	Tim Voelker, PE, Utilities & Engineering Director 121 SW Flagler Avenue Stuart, FL 34994 P: 772.288.5332
Client Contact:	Tim Voelker, PE, Utilities & Engineering Director P: 772.288.5332 | tvoelker@ci.stuart.fl.us
Description of Services Provided:	Continuing Surveying & Mapping Services - Bowman has been a regular provider of surveying services to the City of Stuart.
Time Period of Contract/Project:	2019 - Present

Select Project Examples - City of Stuart

NE Cardinal Avenue Topographic Survey
Bowman completed a topographic survey along NE Cardinal Avenue for the resurfacing of the pavement. All improvements were located along the right-of-way. Offset stakes were set and graded for the construction of the new road surface.

Frazier Creek/Bruner Pond Park Boundary Surveys
Bowman completed three boundary surveys at the Frazier Creek/Bruner Pond Park, as well as and prepared legal descriptions and sketches. Two additional legal descriptions and sketches were prepared for right-of-way dedications along Martin Luther King Blvd. and SR-A1A.

Stuart Fire Station #3 Boundary/Topographic Survey
Bowman completed a boundary and topographic survey for the proposed design and construction of Fire Station #3. All utilities, trees and wetlands were located. The provided legal description was found to have errors, so a new legal description was prepared.

Australian Street & Stuart Avenue Stuart Drainage Improvements
Provided surveying services in support of the NW Australian Street and Stuart Avenue drainage improvements project. Surveying services included construction staking and as-built drawings, including control verification, benchmarks and stakeout of silt fence, grade and offset storm drain structures, off-set swale bottom. Bowman also prepared as-built drawings. Prime: Kerns Construction.





Time & Budget

Completion Schedule

Bowman understands that each work order issued by the City is unique and will require individual considerations. Bowman will work with the City, suggesting solutions and alternatives to produce a high-quality survey while saving time and money.

QUALITY ASSURANCE/QUALITY CONTROL

The Bowman team has a QA/QC system in place for all of our projects to ensure the quality of work and documents prepared for each project assigned to us by the county.

Our QA/QC manager, Steve Brickley, PSM will be responsible for overseeing and managing our quality assurance system. This system ensures that the county's needs and requirements are met, and that a well thought out and cost-effective solution is produced.

QA/QC is a continuous mindset that runs the course of the project and cannot be inserted intermittently or added at the end. Based on the scope of work, standards checklists (see following page) will be tailored to exactly match the needs of each project, and for everyone involved with the project. Our field crews, survey technicians, licensed surveyors and project managers are each responsible for verifying that the work they supervise is in accordance with project requirements and standards of practice, and the City's statement of work. Through this system, we conduct kick-off meetings, perform QA/QC on field data and office computation, CAD drawings, and final QC and project closure meetings to keep the communication lines open and productive.

The right column highlights the general procedures of our system. Depending on the type of project, the system is customizable to ensure appropriate interim reviews and input from the City. Closure meetings to keep the communication lines open and productive.

General Procedures

SCOPING MEETING WITH CLIENT

- Conduct initial site visit, determine scope and schedule
- Gain additional background information from the City
- Understand the county's goals & deliverable requirements
- Project Manager to walk site
- Prepare proposal

INTERNAL KICK-OFF MEETING

- Secure site access, all project staff attends
- Discuss overall project issues, solutions, and the City's expectations
- Ensure continuity of project from start to finish

PROJECT WORK BEGINS

- Compile research from land records and others
- Prepare field package based on compiled data
- Kick-off meeting with field crew on site

PROJECT PROCESS

- Field Crew collects data in the field and forwards data to the Project Manager at the end of each day
- Project Manager processes field data each morning; verifies that checks are being made in the field and coordinates with field crew
- Once the field work is completed, data is compiled, and drawings are produced

FINAL QC

- Project Manager to walk site and review survey and plats to ensure consistency
- Project Manager, Project Surveyor and Survey Technician review survey drawings to ensure that scope of services was completed in accordance with the county's standards and specifications
- Ensure that Florida Statute 472 (Land Surveying and Mapping) and Florida Administrative Code FAC 5J-17.051/052 (Standards of Practice) are met
- Survey checklist completed, signed and dated by Project Manager
- Submitted to QA/QC Manager for final review. Complimentary review copy delivered to the City

FINAL DELIVERABLES

- Address/revise City's comments, if any
- Prepare final deliverable package for delivery to the City
- Project Closure
- Meet with the City for debriefing
- Review project costs against budget
- Review major project issues, if any and discuss process improvements

Tab C: Qualifications, Professional License, and Certifications of Personnel

Project Team Overview

Team Member	Position	Overview of Role
Max George, PSM	Contract/Project Manager	Max will serve as the primary client liasion and will manage the entirety of the contract.
Steve Brickley, PSM	Principal-in-Charge / QA/QC Manager	As Principal-in-Charge, Steve will provide QA/QC on all projects.
Richard J. Barnes, Jr., PSM	Sr. Project Surveyor/Manager	Richard (Rick) is a senior project manager and project surveyor, and also a subject matter expert (SME) in water resources.
Brion D. Yancy, PSM	Sr. Project Surveyor/Manager	Brion is a senior project manager and project surveyor, and also a subject matter expert (SME) in municipal surveying.
Adam Dao, PSM	Sr. Project Surveyor/Manager	Adam is a senior project manager and project surveyor, and also a subject matter expert (SME) in transportation/FDOT surveying.
Chris Mielke, PLS	UAS/Aerial Mapping Manager	Chris oversees Bowman's unmanned aerial systems (UAS)/LiDAR program and will oversee any related work performed on the contract.
Patsy Lawless	SUE Manager	Patsy will serve as manager of any subsurface utility engineering (SUE) work performed on the contract.
Megan Dean	GIS Developer III	Megan will lead any GIS services for this contract.
Katie Hudson	ROW/Land Acquisition Director	Katie serves as director of our Florida right-of-way and land acquisition services.
Earl Bennett	Safety Manager	Earl is Bowman's in-house safety manager. He will be responsible for assuring safety measures are met for each and every project performed under this contract.

Organizational Chart



Steve Brickley, PSM

Principal-in-Charge | QA/QC Manager

Years of Experience

Total: 20

With Bowman: 10

Education

B.S. Geomatics, University of Florida

B.A. Liberal Studies, University of Central Florida

Registrations

Professional Surveyor & Mapper: Florida (#LS6841)

Certifications

FDOT Intermediate MOT

OSHA 10 Construction Safety

NSC CPR/First Aid

Associations

Florida Surveying and Mapping Society (FSMS): Indian River Chapter

National Society of Professional Surveyors (NSPS)

Treasure Coast Builders Board of Directors (2009-2016)

Steve has over 20 years of surveying experience including managing surveying contracts and projects with county staff. In addition to typical surveys (right-of-way determination, boundary, topographic surveys), GPS (static and RTK) surveys and establishing published controls, he has also specialized in PLSS retracement surveys, mean high water line surveys, GIS mapping projects and maintenance mapping. As Principal and Director of Surveying, Steve oversees all aspects of the department from client service, project management, professional development, and QA/QC check-ins to make sure the Bowman work product exceeds client expectations and industry standards.

Experience

Roosevelt Bridge Repairs | *Stuart, FL*
Bowman monitored the underside of southbound US-1 in downtown Stuart before, during and after installation of temporary support gantry. The services included establishing project control, ongoing monitoring throughout the exploratory and construction phases of the project and numerous existing conditions surveys for design of detours on US-1 and Dixie Highway. Bowman utilized Trimble Robotic S-7 Total Stations/Leica HDS Laser Scanners to statistically analyze daily data.

FDOT - CR-510 to 58th Avenue Mobile Scan | *Indian River County, FL*
Served as senior project manager on this FDOT District 4 project, for which Bowman provided survey services as a subconsultant to ACA. Bowman verified the BLC and BM points from project network control sheets, established horizontal control on aerial and mobile LiDAR targets, established vertical control on LiDAR targets, took pavement cross-sections along CR-510, performed a DTM/topographic survey and performed a drainage survey.

Farmers Market Road Culvert Replacement | *St. Lucie County, FL*
Control and topographic survey for base map and design and construction of new drainage improvements including the replacement of an existing deteriorated 36" culvert with approximately 60 lineal feet of box culvert. The exiting culvert ran from the 7th Street ditch south underneath Farmer's Market Road to the south right-of-way line. Bowman performed a topographic survey, base mapping, right-of-way locations, utility locations, and easement preparation.

The Moorings Club (formally Hawks Nest Golf Club) | *Vero Beach, FL*
While with a previous firm, Steve prepared an ALTA survey of this approximately 200-acre private golf course and facilities within the Indian River Farms Company subdivision, including title review and attorney coordination. The boundary survey required resolution of Old Dixie Highway, FEC railroad right-of-way and the Norh Relief Canal and lateral G rights-of-way (Indian River Farms WCD).

Bowman

Max George, PSM, CFM

Contract Manager / Client Contact

Years of Experience

Total: 31

With Bowman: 1

Education

B.S. Land Surveying, Michigan Technological University (Cum Laude)

A.A.S. Civil Engineering Technology, Michigan Technological University (Cum Laude)

Registrations

Professional Surveyor and Mapper: Florida (#LS7343)

Professional Surveyor: Michigan (#4001053443), Indiana (#LS20900166)

Certifications

Certified Floodplain Manager (#US-10-04872)

Associations

Florida Surveying & Mapping Society

As the Director Of Survey for Bowman's Tampa, Florida office, Max joined the Bowman in 2022, bringing over 30 years of experience on a full range of survey tasks in support of both public and private sectors, ALTA surveys, topographic and boundary/ right-of-way surveys for site, utility and roadway projects; FEMA elevation certificates and Letter of Map Amendments (LOMA's), submerged land leases, easements and legal descriptions and construction support. Max is also familiar with aerial, mobile, and terrestrial LiDAR and photogrammetry utilizing Unmanned Aerial Systems (UAS), GPS/GNSS and also Ground Penetrating Radar (GPR).

Experience

City of Rockledge Force Main & New Construction | *Rockledge, FL*
Sr. Survey Project Manager. Project manager for 4,500 LF topographic and right-of-way survey in support of the design of sanitary sewer force main improvements and new force main construction to support a new 200-acre multi-use development. Survey included establishing horizontal and vertical control, including Benchmarks and control points for construction layout; research of right-of-way, retracement of the right-of-way along FDOT, County and City roads; Coordinated SUE investigations.

CubeSmart Force Main Extension & Upgrade Project | *Pinellas County, FL*
Sr. Survey Project Manager. Topographic and right-of-way survey to support the design and construction of a 2,000-LF upgrade to a sanitary sewer force main. Specific survey tasks included retracement of county and state road right-of-way, retracement of property lines, establishing site horizontal and vertical control based on established benchmarks, research of ownership and right-of-way as well as as-built plans of record, mapping improvements within project limits.

City of Lake Wales First Street Streetscape | *Lake Wales, FL**
Sr. Survey Project Manager. Project manager for a 0.5-mile long streetscape project. Survey tasks included public record research, establishing horizontal and vertical control, coordination and integration of SUE mapping, mapping existing improvements and utilities and determining the right of way along the project corridor.

City of Lakeland Southwest Lift Station | *Lakeland, FL**
Survey project manager for a topographic survey of an existing lift station including SUE coordination and integration as part of a lift station upgrade project. The survey tasks included mapping limited off site sewer manholes together with utilizing City of Lakeland vertical control and recovering the site boundary.

Gardinier Florida Citrus Inc. Masterpiece Road Site | *Lake Wales, FL**
Survey project manager for a boundary and topographic survey of a 200-plus-acre site in support of a single family home development project. Required Survey tasks included public record and public agency records research, recovery of Public Land Survey System (GLO) corners, establishing horizontal and vertical control,

** Experience prior to joining Bowman*

Bowman

Richard E. Barnes Jr., PSM

Senior Project Surveyor / Project Manager (SME: Water Resources)

Years of Experience

Total: 44

With Bowman: 7

Education

A.S. Land Surveying, Palm Beach State College (graduated with Presidential Honors)

Registrations

Professional Surveyor & Mapper: Florida (#LS5173)

Associations

Florida Surveying and Mapping Society (FSMS): Indian River Chapter

National Society of Professional Surveyors (NSPS)

Richard (Rick) has over 44 years of surveying experience performing boundary, topographic, tidal water, hydrographic, as-built and control surveys, as well as right-of-way surveying and mapping and preparing legal descriptions. Prior to joining Bowman in 2016, Richard spent 38 years employed at the South Florida Water Management District (SFWMD) managing the survey and mapping section for more than 20 years. Since joining Bowman, Richard has continued to be involved in the public sector managing a number of continuous services governmental contracts such as Martin County, SFWMD, Lake Worth Drainage District, St. Lucie County, Florida Department of Environmental Protection, St. Johns River Water Management District and the Port of Palm Beach. In addition, he handles many private sector clients providing commercial, retail and residential types of surveys.

Experience

SFWMD - Western Everglades Restoration Project | *Miami-Dade, Broward, Monroe & Collier Counties, FL*
This project involves collecting topographic data along SFWMD L-28, Tamiami Road and canal, Loop Road and 11-Mile Road, totaling over 60 miles. Multi-beam Sonar, Mobile LiDAR and traditional ground surveys were utilized. The survey took place deep in the heart of the Florida Everglades.

SFWMD G-341 Improvements Project | *Palm Beach County, FL*
This project involved establishing and mapping the right-of-way of the SFWMD levees L-13, L-14 and L-15 totaling approximately 38 miles in Western Palm Beach county. Survey included the establishing and monumenting of a baseline at one-half mile intervals, establishing the intersecting section lines, re-establishing lost section corners and filing certified corner records for all found and set section corners. The right-of-way lines were monumented at all intersecting section lines. Apparent physical uses along the right-of-ways were identified and detailed on the survey.

SFWMD - Fowler's Way Boundary Survey | *Lee County, FL*
Project manager for an 80-acre boundary as part of the current SFWMD continuing service contracts. The survey involved establishing the boundary of a District parcel that lies along the C-43 Canal for possible sale as surplus lands. The survey included flying current aerial imagery captured from a drone, monumenting the boundary, locating and photographing improvements, and preparing a certified survey drawing that included certified section corner reports, photos and title research.

SW Martin Highway (SR-714) Topographic Survey | *Martin County, FL*
Project surveyor for a topographic survey for approximately 6.25 miles along SW Martin Highway, SW Citrus Blvd. and 84th Ave. The survey was completed for road improvements and the construction of a bicycle path for the Western Utility Extension Project. Cross sections were established at 200-ft intervals, all intersections and driveways were detailed, and right-of-way lines were verified. All improvements, drainage features and utilities were located within the right-of-way.

Bowman

Brion Yancy, PSM

Senior Project Surveyor / Project Manager (SME: Municipal)

Years of Experience

Total: 13

With Bowman: 5

Education

B.S. Environmental Science, University of Phoenix

Registrations

Professional Surveyor & Mapper: Florida (#LS7162)

Certifications

FDOT Intermediate MOT, NSC

Certified in CPR/First Aid

Associations

Florida Surveying & Mapping Society (FSMS), Indian River Chapter, (Current president)

National Society of Professional Surveyors (NSPS)

Brion has over 15 years of surveying experience in providing a range of survey and mapping services. His responsibilities include complete design surveys and mapping preparation including platting, GIS, maintenance mapping, and legal descriptions. He is experienced in PLSS retracement surveys, boundary surveys, topographic surveys, hydrographic surveys, route surveys, horizontal and vertical control surveys, construction layout, as-built surveys and served as an expert witness in photogrammetric measurements in photo simulations. Brion currently serves as president of the Indian River Chapter of the Florida Surveying & Mapping Society (FSMS).

Experience

Martin County Vertical Control Project | *Martin County, FL*
Project Manager. Responsible for maintaining and reestablishing benchmarks for Martin County's vertical control.

Martin County Neighborhood Restoration Projects | *Martin County, FL*
Project Manager. Specific purpose surveys of numerous neighborhood restoration projects, encompassing more than 200 miles. Topographic and right-of-way control surveys were performed to create an understanding of the conditions and material for roads, culverts, swales, catch basins and driveways within the right-of-way.

Martin County Fire Station #18 Surveying & Engineering | *Martin County, FL*
Project Manager. Bowman provided professional engineering and surveying services to Martin County for the design of fire station #18. Surveying services included an ALTA/NSPS boundary and topographic survey and tree survey.

Sebastian Inlet/SR-A1A Survey (FDOT District 4) | *Indian River & Brevard Counties, FL*
Project surveyor for an FDOT project to delineate over one mile of baseline and right-of-way along SR-A1A in Indian River and Brevard counties.

Jensen Beach Causeway/SR-732 Full Design Survey (FDOT District 4) | *Martin County, FL*
Project Surveyor. Surveying services for full design survey project on Jensen Beach Causeway (SR-832) from Indian River Drive to SR-A1A. Bowman recovered and utilized control points provided by FDOT, elevated mobile LiDAR targets, set and located mobile LiDAR targets, performed a topographic survey of obscured areas and collected top information on the drainage structures within the project limits.

FP&L Storm Secure Undergrounding Program | East Coast, FL
Sr. Project Surveyor for this Florida Power & Light (FP&L) project that is part of their storm secure undergrounding program. Bowman is responsible for legal descriptions to enable the relocation of overhead electrical distribution lines to underground conduit and devices.

Adam Dao, PSM

Senior Project Surveyor / Project Manager (SME: Transportation/FDOT)

Years of Experience

Total: 17

With Bowman: 10

Education

B.S. Geomatics, University of Florida

B.A. Anthropology, University of Florida

Registrations

Professional Surveyor & Mapper: Florida (#LS6899)

Certifications

FDOT Intermediate Maintenance of Traffic

OSHA 29 CFR 1926

NSC CPR/First Aid

CSX Contractor Safety & Roadway Worker Protection (Certification & Instructor)

Associations

Florida Surveying and Mapping Society (FSMS), Indian River Chapter, (Former president)

National Society of Professional Surveyors (NSPS)

Adam has more than 17 years of surveying experience, which includes the preparation of Microstation and Civil 3D survey drawings along with managing several different aspects of this field. His experience includes ALTA/NSPS Land Title surveys, boundary surveys, right-of-way control surveys and maps, horizontal and vertical control surveys, topographic surveys, as-built surveys, construction surveys, tidal water surveys, PLSS retracement surveys, Digital Terrain Models (DTM) and platting. Adam has particular expertise in transportation projects and Florida Department of Transportation (FDOT) practices and procedures for surveying and mapping.

Experience

FDOT - Jensen Beach Causeway Control Survey (District 4) | *Martin County, FL*
Project surveyor/manager for surveying services for two-mile right-of-way control project located in Martin county. Scope included setting control utilizing static GPS observations, developing the historic baseline alignment and existing right-of-way corridor with subdivision calculations and development of a control survey.

FDOT - Johnson Street Baseline Survey (District 4) | *Broward County, FL*
Project surveyor/manager for surveying services for three-mile right-of-way control survey project which included developing an existing right-of-way corridor and baseline of survey, including subdivision calculations and approval of baseline of survey for Johnson Street.

FDOT - SR-5 & Orange Avenue Intersection Survey | *St. Lucie County, FL*
Project surveyor for 0.2-mile design survey project. Responsible for all office mapping activities. The project involved setting horizontal and vertical control, running a bench level circuit in the field and post processing in the office, locating improvements, scanning the intersection at Orange Avenue and SR-5 and post processing data to produce a DTM.

FDOT CR-510 to 58th Avenue Mobile Scan (District 4) | *Indian River County, FL*
Project surveyor/manager for this FDOT District 4 project, for which Bowman provided survey services as a subconsultant to ACA. Bowman verified the BLC and BM points from project network control sheets, established horizontal control on aerial and mobile LiDAR targets, established vertical control on LiDAR targets, took pavement cross-sections along CR 510, performed a DTM/topographic survey, and performed a drainage survey.

FDOT - SR-60 & SR-804 Maintenance Maps | *Indian River and Palm Beach Counties, FL*
Project surveyor/manager for two maintenance mapping projects including specific areas as provided by FDOT that required a maintenance map throughout the two state road corridors.

FDOT - CR-714 Right-of-Way Corridor (District 4) | *Martin County, FL*
1.74 mile right-of-way stakeout project located in Martin County. Surveying services included verifying the right-of-way map and staking out the right-of-way for the project length on both sides of the right-of-way utilizing maps, per FDOT. Bowman checked the horizontal from known control and found monuments per the FDOT maps using GPS-RTK surveying procedures.

Chris Mielke, PLS

Aerial & Mobile Mapping Manager

Years of Experience

Total: 25

With Bowman: 1

Education

B.S. Geography, Geographic Information Systems and Environmental Planning, Townson University

Registrations

Professional Land Surveyor: Kentucky (#4381); North Carolina (#L-5021); South Carolina (#33462)

Associations

North Carolina Society of Surveyors (NCSS)

American Council of Engineering Companies, North Carolina (ACEC/NC)

Harvard Business Review, Advisory Council

Chris is a licensed professional surveyor with over 25 years of experience in surveying and geomatics, with expertise performing boundary surveys, topographic surveys, as-built surveys, control surveys, photogrammetric mapping, 3D laser scanning and modeling, geographic information system (GIS) applications, and subsurface utility engineering (SUE) operations. Chris oversees Bowman's unmanned aerial system (UAS), LiDAR, photogrammetry and laser scanning program.

Experience

FDOT Statewide Mobile Scanning Projects | *Various Locations, FL*
Aerial/Mobile Mapping Manager. These projects include, conventional survey, GNSS, Mobile Scanning, SUE and survey technologies. Chris oversees a staff of 20 remote sensing professionals and geospatial mapping technicians that produce Mobile LiDAR mapping deliverables using state of the art Mobile Mapping Equipment, UAS drone technology and mapping software for various FDOT projects across the state.

Brickell Bay | *Miami, FL*
Remote Sensing Task Lead. Provided oversight on a project that included mobile scanning, terrestrial scanning, photogrammetry, and survey control (GNSS) to create a scan to BIM model of approximately 50 acres of downtown Miami.

NCDOT Statewide Locations and Surveying On-Call Contract | *Various Locations, NC**
Program Manager. Program manager on various $4M two-year contracts for the NCDOT Locations and Survey on-call contract and provided services to the NCDOT. Provided various route location surveys, laser scanning and mapping services for all NCDOT 14 divisions.

Bus Rapid Transit (BRT) | *City of Raleigh, NC**
Survey Manager. Provided land survey, photogrammetry and UAS services for the first Bus Rapid Transit (BRT) route in North Carolina. The corridor consists of four main routes totaling approximately 35 miles of roadway in Raleigh, NC. The overall survey budget for this project was approximately $2,750,000.

Duke Energy Three-Year Land Surveying & Geospatial On-Call Services Contract | *FL, In, NC & SC*
Surveyor. Chris served as South Carolina (PLS) Professional Land Surveyor, for a 3-year on-call contract with Duke Energy and provided conventional, aerial surveying services, 3D Laser Scanning and GIS services to Duke Energy through this on-call contract. Chris' responsibilities include Health and Safety program management, contract management and review.

** Experience prior to joining Bowman*

Bowman

Patsy Lawless

SUE Manager

Years of Experience

Total: 25

With Bowman: 4

Education

A.S. Engineering, Bluefield State University

Certifications

DCJS (#99-626494)

Associations

Florida Local Technical Assistance Program (LTAP)

Florida Local Users' Group (FLUG)

Florida Engineering Society (FES)

American Council of Engineering Companies of Florida (ACEC-FL)

NC Local Users' Group (NCLUG)

Women in Land Development, Engineering, Survey and Technology Development (WILDEST), Affinity Group Coordinator

Patsy has over 15 years of experience in the subsurface utility engineering (SUE) profession and over 20 years of experience as a project engineer professional with complexity and versatility including project management, quality management (QA/QC), customer relations, problem solving and analysis.

Experience

FDOT District 4 - District-wide Surveying & Mapping Services | *Various Locations, FL*
SUE Manager/Technician III. Bowman has been contracted to perform survey and mapping services as a subconsultant since 2018. Our SUE department has completed multiple projects district-wide. Example projects include the SR-5 at Sunrise Boulevard designates and test holes; 37th Street at SR-5 designates; NE 14th Street Causeway/SR-A1A designates and test holes; Terramar Street/SR-A1A designates and test holes; SR-5 at Dixie Highway Hobe Sound designates; SR-5-from Causeway north to Martin County Line designates and test holes; Miramar Parkway from 184th Avenue to 172nd Avenue designates and test holes; and SR-7/Commercial Boulevard to Prospect Rd designates and test holes.

FDOT District 4 - Sunrise Boulevard Designates | *Broward County, FL*
SUE Manager/Technician III. Bowman performed surveying and mapping services as sub-consultant to Biscayne Engineering on highway projects throughout District 4 in support of the District's pre-design program through private consultants and in-house design program. Bowman provided right-of-way information, utility designates Utility investigation (ASCE Quality Level B), pavement markings and survey for mast arm relocations. Baseline established along SR-5/US-1 just north of Sunrise Blvd. Survey data accompanied by Sketch delivered for confirming the proposed mast arm location, as well as close coordination with FDOT surveyors and engineers.

Loxahatchee River District Main Replacement | *Palm Beach County, FL*
SUE Manager/Technician III. Bowman provided SUE services for Olympus Drive force main replacement design in Juno Beach within US-1 and Ocean Drive and along Olympus Drive and Celestial Way. Utility investigation (ASCE Quality Level B) identified the horizontal location of existing utilities within the project area which included electromagnetic designating of traceable subsurface utility facilities from surface accessible features, and ground penetrating radar sweep for non-traceable facilities. Deliverables include field sketch or CADD file of designated facilities, field notes, photos and marked plans. Bowman also provided 21 field investigations (ASCE Quality Level A) at proposed force main conflicts as specified by authorized representative.

City of North Miami Water Main Design | *Miami, FL*
SUE Manager/Technician III. Bowman provided SUE services along various areas within the City of North Miami to determine conflicts of the proposed water main design. Utility investigation (ASCE Quality Level A) determining the horizontal and vertical location of existing utilities within the project area which included electromagnetic designating of traceable subsurface utility facilities from surface accessible features, and GPR sweep for non-traceable facilities. Deliverables included field sketch, field notes, test hole data sheets, digital pictures, approximate station or locations, offsets, type, size, material, direction and depth of utility.

Bowman

Megan Dean

Geographical Information Systems (GIS) Developer I

Years of Experience

Total: 3

With Bowman: 2

Education

Associate in Arts, Eastern Florida State College.

College Credit Certificates: GIS, AutoCAD Foundations, Drafting & Design , Eastern Florida State College

Megan is a GIS professional with experience in managing and analyzing data through ArcGIS Pro and ArcGIS Online and is able to efficiently convert LiDAR point clouds into contour lines. Megan provides support to local projects while simultaneously coordinating with the corporate Bowman GIS team. She is skilled in processing and streamlining large quantities of data, and in transforming complicated maps and date points into navigable, interactive and informative assets that allow clients to make strategic decisions.

Experience

City of Cocoa Beach Pavement Maintenance Schedule | *Cocoa Beach, FL*
GIS Developer . The city requested a pavement maintenance schedule based on each street's Pavement Condition Index (PCI). Layers were created in ArcGIS Pro for use in the Field Maps Application which provides access to data collection and visualizations which reduced field technician's time. All the recorded information gets stored in a single point on the map in real-time, based on GPS location. Street treatment types, cost estimate reports, and maps were generated for the city's complete pavement maintenance schedule.

LiDAR Analyses & Conversions Projects | *Various Locations*
GIS Developer. Megan has worked on a variety of LiDAR analyses and conversions projects. LiDAR point clouds are acquired from municipal websites usually; however, it is in Bowman's capabilities to collect data by Unmanned Aircraft Systems (UAS). In some cases, Digital Elevation Models (DEM) are used. Point clouds or DEMs are analyzed and put through a multi-step conversion process to extract contour lines. This data is then exported to a shareable format (i.e. XML, SHP, DWG, PDF). AutoCAD/ Civil 3D drawing files (.dwg) require the elevations to be queried and projected into the specified coordinate system.

Viable Sites for Renewable Energy (2023) | *Virginia, Indiana & Kentucky*
GIS Developer. Client engaged with Bowman to acquire land that is viable for solar panels. A geodatabase was designed with multiple layers, relationship classes, and tables to accommodate for the current and future state of the project. Once the database is published to ArcGIS Online, web maps, applications, and dashboards are configured for internal and external consumption and interactive use. Constraints were used to reduce the number of applicable tax parcels for screening. A weighted linear combination method was used on rasters to calculate for environmental, municipal, and client constraints. This results in an output of a colored rating scale that overlays the tax parcels. With this approach, an agent can easily approve or deny a piece of land based on the viability metrics.

Katie Hudson

Director of Right-of-Way & Land Acquisition Services

Years of Experience

Total: 8

With Bowman: 8

Education

M.B.A. Business Administration & Management, Capella University

Certifications

Professional in Human Resources Certification (PHR)

Associations

International Right-of-Way Association (IRWA)

Areas of Expertise

- Document Management Team Development
- Right-of-Way Negotiation
- Project Management

Katie has extensive experience in hiring, training and managing teams for high volume right-of-way (ROW) projects and programs. Currently, she directs the ROW team on both coasts of Florida, working directly with utilities on fast-paced acquisitions for long-term programs.

Experience

Tampa Electric (TECO) Storm Protection Program | *Tampa, FL*
Director of the ROW. Bowman provided right-of-way services for this storm protection program throughout Florida. The project involves undergrounding lines and managing natural resources by trimming trees. Bowman is working with TECO on the right-of-way needs for undergrounding the power lines.

Florida Power & Light (FP&L) – Storm Secure Undergrounding Program | *East Coast, FL*
Director of the ROW. Led the ROW technician team for the ramp up and execution of a program of customer outreach specialists and surveyors to enable the relocation of overhead electrical distribution lines to underground conduit and devices. Working through Pike Electric, Bowman managed the outreach and easement and agreement acquisition efforts on behalf of FP&L.

I-66 Express Lane P3 Project | *Fairfax and Prince William Counties, VA*
Director of ROW. Led the ROW technician group and provided project management for the team providing right-of-way advisory services to Cintra US as a part of their preparation of the concessionaire proposal/bid for this 20-plus-mile project in northern Virginia. The project will provide managed toll lanes in both directions as well as make improvements to the overall transportation facilities.

VDOT - Route 7 Improvements Design-Build | *Loudoun County, VA*
Director of ROW. Led the ROW technician team contracted with Shirley Contracting. The project included widening of Route 7 to six lanes and a shard-use path for approximately seven miles. Bowman provided appraisals, appraisal reviews, VDOT's RUMS data entry, negotiations and relocation advisory services.

Highway 78 Widening Project | *Various Locations, SC*
Project manager responsible for valuation and acquisition efforts for multiple parcels for SouthPointe Phase 3 project.

State of Florida
Department of State

I certify from the records of this office that BOWMAN CONSULTING GROUP, LTD., INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on November 30, 2012.

The document number of this corporation is F12000004832.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 18, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of July, 2022

Secretary of State

Tracking Number: 7451093305CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8030**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

BOWMAN CONSULTING GROUP, LTD., INC.
301 SE OCEAN BLVD, SUITE 301
STUART, FL 34994

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6841**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

STEVEN N BRICKLEY
801 NE WHISTLING DUCK WAY
PORT ST LUCIE, FL 34983-3538

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7343**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

MAX R GEORGE JR
2757 CANYON CREST DR
LAKELAND, FL 33811-1015

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5173**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

RICHARD ELLSWORTH BARNES JR
13980 S E 38TH ST
OKEECHOBEE, FL 34974

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7162**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BRION D YANCY
404 WILLOWS AVE
PORT SAINT LUCIE, FL 34952-1360

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6899**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

ADAM C DAO
4533 SW BABYLON ST
PORT ST LUCIE, FL 34953-6580

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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Tab D: Quality of Innovative Approach and Value-Added Services

Methodology/Approach

We recognize that being entrusted to provide Professional Surveying Services carries a unique responsibility. Not only will design, real estate and related decisions be made using the products we produce and recommendations we make, but we must also be judicious in our expenditure of the public's funds.

Our focus is to provide the city with timely, cost appropriate solutions based on the specific requirements of each unique project. This can only be accomplished by combining the right technologies and techniques with current and historical data as well as the proper application of the principles and practices of the profession and the law.

Bowman's role is to coordinate and manage the necessary resources in order to produce the required deliverables on time and within the allotted budget. We understand that this is more than a contractor – contractee relationship. Success can only be achieved through active partnering with a proactive approach to problem solving. This is exactly what our team of experienced professionals brings to the city.



PROJECT MANAGEMENT TEAM

Max George, PSM | ***Contract Manager***
As the Director of Survey for Bowman's Tampa, Florida region, Max brings over 31 years of experience to assist design teams and clients with answering the what and where components of their projects. Max is experienced with a wide range of survey tasks supporting private industrial, commercial and residential development, including both platting and condominiums, ALTA surveys, topographic and boundary/ROW surveys for site, utility and road projects, FEMA elevation certificates and LOMA's, submerged land leases, easements and legal descriptions and construction support. Max is also familiar with aerial, mobile, and terrestrial LiDAR as well as photogrammetry utilizing Unmanned Aerial Systems (UAS), GPS/GNSS as well as Ground Penetrating Radar (GPR).

Steve Brickley, PSM | ***QA/QC Manager***
Steve is principal-in-charge of our Florida survey offices. He will function as our QA/QC manager. At Bowman, a survey does not go out the door without having at least three sets of eyes review it first. Steve services all our governmental clients in this capacity. He performs an independent review and completes his own check list that will be tailored to the City's unique specifications. A survey will not be sent to the City without Steve's thorough review. At Bowman, we do not believe in issuing preliminary surveys. When a survey leaves our office, it is considered a final survey due to our stringent QA/QC process.

Richard (Rick) Barnes, Jr., PSM | ***Contract Manager***
Rick, our senior project manager assigned to manage this contract, has a long employment record with the South Florida Water Management District (SFWMD), which gives him unique perspective from the position as the municipal client and what managing several teams of consultants entails. Rick understands what good customer services looks like, and the importance of selecting consulting firms that will perform well. The fact is, not all surveying and mapping firms are suited for performing governmental work. Rick is also accustomed to managing very large projects that have produced exceptional results with both Bowman and while employed by the SFWMD. He manages all of Bowman's Florida surveying governmental clients, with the exception of our FDOT contract, which is managed by Adam Dao (who is also on our Port St. Lucie team). Rick has

Methodology/Approach (Continued)

been recognized by the court system as an expert witness on survey and mapping matters, having participated in numerous trials, hearings and depositions. Rick started his surveying career as a rodman and advanced through the ranks to section administrator at the SFWMD to senior project manager at Bowman. He knows each survey position and has a wide array of experience with all types of surveys. There is not much that Rick has not done in the surveying profession. He knows the importance of managing the budget and the distinctive challenges of working for a public entity.

Brion Yancy, PSM | ***Senior Project Manager***
Brion was also employed in the public sector, previously working as a surveyor and mapper with Martin County. He has extensive experience with municipal surveys. At Bowman, Brion's primary responsibility is producing legal descriptions with sketches for our right-of-way division in support of the Florida Power and Light underground electric initiative. Brion produces hundreds of legal descriptions and sketches a month. His role in this contract will be to review any legal description prepared for the City with the same diligence our QA/QC manager (Steve) uses for review of the surveys.

Adam Dao, PSM | ***Senior Project Manager***
Adam manages our FDOT District 4 continuing services survey and mapping contract. He is our Bowman authority on retracing historic DOT baselines, preparing DOT right-of-way maps and completing project network control specific purpose surveys. Adam will be consulted should the city require any roadway surveys completed to FDOT standards. He has performed several FDOT surveys in Port St. Lucie.





SUPPORT STAFF

Bowman's staff is second to none. We have field crews based in Orange, Brevard, St. Lucie, Hillsborough and Martin counties. We intend to use our Orange and Brevard based crews to primarily service this contract, bringing in the other crews as necessary. This minimizes unproductive travel time, while also providing a significant pool of resources from which to draw. Projects do not stop simply because a single crew or individual is not able to be on site due to some unforeseen challenge because of this depth of personnel.

Each crew is equipped with the most current equipment – robotic total stations, digital levels, Global Navigation Satellite Systems (GNSS/GPS)- and are a part of each crew's regular kit. UAV/Drones, 3D scanning equipment and hydrographic survey sonars are incorporated as needed. The crews are connected to other professionals back in the various offices via lap-tops and wi-fi, as well as smart phones. Giving them un-paralleled reach back and support. An example of the reach-back available is the Subsurface Utility Engineering team that can assist in utility locates for projects.

Methodology/Approach (Continued)

The office staff processes the data and checks it using Trimble Business Center and AutoDesk Civil3D as the primary software. Depending on the specific project other software is utilized, such as MicroStation Openroads and PIX4d. The office staff includes experienced Survey Technicians, administrative personnel, and Surveyors in Training. We have dedicated UAV/3d Scanning teams which also have dedicated Technicians who support them with data processing as well. Additional in-house resources include our Right of Way/Land Acquisition, Traffic and engineering teams.

EVIDENCED CAPABILITIES

As discussed in the above narrative, we have a well-rounded firm with the expertise to successfully complete any survey or mapping task from the routine to the highly specialized. We believe our leadership, expertise, industry-leading technology, proximity and dedicated staff set us apart from other firms. We are a team of professional teams all of whom are committed to excellence in service to our clients.





PROJECT APPROACH

We have carefully reviewed the requirements of the city, and we are confident that we can provide the expertise and technical assistance requested. Bowman fully understands that Port Orange is looking for the following services on an as needed/specific task basis. But other, related tasks may be requested as well. In general, the services that Bowman will provide under this contract include the following items:

- Collection of field data, including 3D scanning, Aerial Photogrammetry & LiDAR
- Research, planning, computations and preparation of the requested deliverables.
- Attending meetings, as a Professional Surveyor and Mapper in order to assist with explaining survey projects or other Survey matters.
- Utility, Easement, Property Boundary locates
- Topographic Surveys, including cross sections
- Right of Way and Survey Data Research
- Staking/Layout for construction
- Monumentation of Property lines
- Parcel Descriptions and sketches
- Map preparation, for both GIS and engineering applications
- Plan, Plat & Legal Description Review
- Preparation/Creation/review of Plats
- Drafting
- GPS Mapping and data collection
- Permitting & Land Acquisition
- Utility Location and mappingBowman also offers **Subsurface Utility Engineering (SUE), photogrammetric services with aerial LiDAR, mobile LiDAR and terrestrial scanning services** in addition to the more conventional surveying services.

Methodology/Approach (Continued)

Our contract manager, Max George, PSM, will be the City's primary point of contact for this contract. Based on the specific task required he will assemble the Bowman team that will have the necessary resources to accomplish the task. He will work with the City to establish an effective workflow and lines of communication. We pride ourselves on building a solid plan based on good communication and clear expectations. Bowman strives to operate as an extension of the Port Orange team versus just a consultant for hire.



Introductory Meeting

Upon selection for this contract, Max will schedule an introductory meeting with the City stakeholders to review any special City surveying requirements and discuss pending projects and introduce the key players on the Bowman team. This meeting will be in-person, which will allow for a better exchange of information and a more in-depth opportunity to get to know each other.

Project Kick-Off

When a project has been identified and assigned to Bowman, Max will schedule another meeting to discuss the scope of the project. This meeting may take place in person, video meeting (Zoom, Teams, etc.), or at the survey site, depending on which option best suits the city. If applicable, Max will discuss utilizing our state-of-the-art technology "toolbox" to provide a cost effective, time saving alternative to complete the survey. The results of this meeting will lay the groundwork for the survey with a clear understanding of the scope, timeline and any special conditions.

Investigative/Research Phase

Following these initial project meetings will be an investigative period during which our team will research City's GIS benchmark data base for survey control points, gather maps and surveys from the City's archives, download deeds and exam title reports, pull certified corner records, and historical surveys depending on the type of surveying services requested. Providing the research prior to the proposal preparation will give us a clear understanding of the magnitude of the project. A detailed cost-effective proposal will be prepared for the city with an exhibit designating the survey area, a labor/fee spreadsheet and a schedule for completion. The City will have an opportunity to review and comment on the proposal.

Project Commencement/Field Work

Once we receive approval and an official notice to proceed (NTP), the field package will be assembled. The package typically includes:

- Written field instructions.
- .csv files of control locations and preliminary calculations to download to data collector.
- Project work sheets.
- Plats and surveys.
- .dxf file with survey limits to download to data collector.
- Survey control point description sheets.
- .kmz file showing the survey location

Methodology/Approach (Continued)

The field survey will then commence within one week of execution of the work order. The field crew methodically goes step-by-step according to the written instructions. Our party chiefs working on similar Port St. Lucie projects all have 20 plus years of field experience. Field data is sent to the office during and after the workday. All our field crews are equipped with laptop computers with a Wi-Fi connection, giving us the ability to send and receive data in "real time". The ability to instantly transfer data keeps projects moving forward and gives our professional staff the ability to identify potential problems or risks early and correct them before they happen. **QA/QC doesn't start at the end of the project, it is a continuous process.** Throughout each project's life cycle, Max will send detailed status reports to the City's project manager every Monday. Meetings or conference calls with all stakeholders will take place as needed. Invoices will be sent according to the agreed-upon billing schedule.



Cost Control

Critical to effective and successful management of a project is controlling costs. It begins with a clear definition of scope and thorough understanding of the project's goals and objectives.

A well-defined scope allows the project manager to better estimate the time and effort required to complete the project. Another important step in the process of controlling costs is to conduct progress reviews with the appropriate representatives from the County. This ensures the documents continue to meet the County's needs. A robust QA/QC process is also an important element towards controlling costs.

Bowman has a formal Quality by Design Program that is utilized to maintain a high level of quality assurance and quality control (QA/QC). This guidance has been developed to ensure our services meet or exceed our clients' requirements and expectations. QA/QC is a continuous mindset among Bowman staff that runs the course of the project. Bowman has a robust QA/QC process and employs those techniques on all its projects. A staff member responsible for QA/QC is assigned to each project.

Drafting

Our survey technicians that will be servicing this contract are second to none. They each have over 15 years of experience survey drafting. The drafting will commence after the field data has been processed, reviewed and boundary lines determined by the project surveyor. We insist that our survey drawings are not only accurate, but they must also look good. We use the latest aerial images in the background. All line work is labeled with text that is neat and legible. During the drafting process Max is in constant contact with the technicians to make sure all questions are answered immediately.

Deliverables

At the end of each project Bowman will produce preliminary deliverables, which will be checked by the survey technicians, senior party chief, project surveyor, project manager and QA/QC manager, both in the office and in the field. Our team will apply our QA/QC procedures to make revisions, and a complimentary review copy will be hand delivered or emailed to the city and reviewed with the project manager. It is our philosophy that we only deliver work that is 100% complete and ready for use by the city therefore any work delivered to the city will be considered a final product by the Bowman team. Bowman has the ability to produce deliverables with digital seals and signatures. Prior to submitting final deliverables, Max will schedule a meeting with the city to review and discuss any special circumstances that may affect the outcome of the survey. Upon approval by the City, Bowman will provide the final deliverables, conduct final invoicing and close out the project.

Tab E: Financial Stability / Litigation and Debarment History

Financial Stability / Litigation and Debarment History

FINANCIAL STABILITY

Bowman has the financial resources to perform this contract for the City of Port Orange. We are a public company whose stock trades on the Nasdaq Global Market as BWMN. The company has revenues of more than $260 million and a market capitalization greater than $370 million as of February 24, 2023. The company files its unaudited quarterly financial results of operations with the U.S. Securities & Exchange Commission on Form 10-Q and its annual audited financial statements on Form 10-K. The company has sufficient liquidity to sustain operations as a going concern for the foreseeable future. Our full financial can be found online at https://investors.bowman.com/financials.

LITIGATION AND DEBARMENT HISTORY

There have not been any lawsuits brought by or against Bowman's Florida business region pertaining to any Florida projects.

Tab F: References

References

REFERENCE 1	
Client Name:	**Martin County, Florida**
Address / Phone:	2401 SE Monterrey Road Stuart, FL 34996 P: 772.288.5928
Client Contact:	Tom Walker, PSM, County Surveyor P: 772.288.5928
Description of Services Provided:	Continuing Surveying & Mapping Services - Surveying services include as-built surveys, boundary & topographic surveys, plat and map reviews, construction layout and utility locations, construction staking, design surveys, easement sketches, electronic field surveys for engineering plans, GIS services, legal descriptions, marine surveys, right-of-way surveys, title searches and tree surveys.
Time Period of Contract/Project:	2014 - Present

REFERENCE 2	
Client Name:	**City of Stuart, Florida**
Address / Phone:	Tim Voelker, PE, Utilities & Engineering Director 121 SW Flagler Avenue Stuart, FL 34994 P: 772.288.5332
Client Contact:	Tim Voelker, PE, Utilities & Engineering Director P: 772.288.5332
Description of Services Provided:	Continuing Surveying & Mapping Services - Bowman has been a regular provider of surveying services to the City of Stuart.
Time Period of Contract/Project:	2019 - Present

REFERENCE 3	
Client Name:	**South Florida Water Management District (SFWMD)**
Address / Phone:	3301 Gun Club Road West Palm Beach, FL 33406 P: 561.682.6688
Client Contact:	Michael O'Brien, PSM, CFM, Administrator, Survey & Mapping Section P: 561.682.6688
Description of Services Provided:	Continuing Surveying & Mapping Services - Bowman has been awarded several continuing services surveying and mapping contracts with the South Florida Water Management District (SFWMD) and have completed many projects under those contracts, including boundary, topographic, right-of-way and hydrographic surveys; GIS services, UAS surveying, and photogrammetric/LiDAR surveys.
Time Period of Contract/Project:	2013 - Present

Bowman

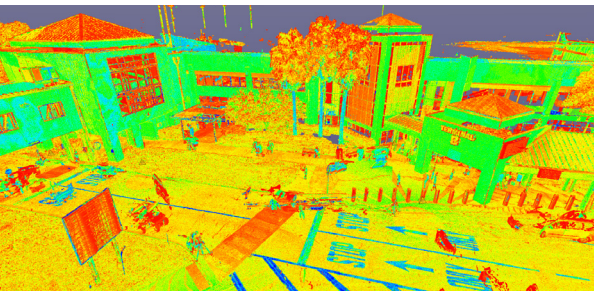
REQUEST FOR STATEMENTS
OF QUALIFICATIONS

PROFESSIONAL SURVEYING SERVICES

DUE DATE: 11.27.2023 | RFSQ #23-17













CPH, LLC | 500 West Fulton Street, Sanford, FL 32771 | 407.322.6841 | info@cphcorp.com

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STATEMENT OF INTEREST

November 27, 2023

City of Port Orange City Clerk's Office
Chip Kent, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

500 West Fulton Street,
Sanford, FL 32771
Phone: 407.322.6841
info@cphcorp.com

RE: **"PROFESSIONAL SURVEYING SERVICES" | RFSQ #23-17**

Dear Selection Committee Members:

CPH Consulting, LLC (CPH) appreciates the opportunity to submit our qualifications to the City of Port Orange (City) for Professional Surveying Services. CPH has the expertise and personnel to provide cost-effective and responsive services to the City on any proposed project. CPH has been providing consulting services since 1981. This valuable experience and growth make CPH a clear choice for the City of Port Orange. We understand that the City is looking for a team that can provide services on a continuing on-call basis for items that include but are not limited to: Property or right-of-way surveys, topographic surveys, tree surveys, easements, construction surveys, excavation/borrow material quantity surveys, aerial surveying, legal support services, as built surveys, elevation certificates, and other surveying services as needed.

EXTENSIVE LOCAL RESOURCES

CPH has staff members that are qualified to perform the work. I, Mr. Galloway, will serve as Principal-in-Charge, as well as the primary contact for the City. I have over 33 years of surveying and mapping experience, have worked in Florida my entire career, and am a Licensed Professional Surveyor. Mr. Katrek, who will serve as Project Manager has over 31 years of surveying and mapping experience, has worked in Florida his entire career, and is a Licensed Professional Surveyor. Mr. Roberts, who has over 49 years of experience, will serve as QA/QC Manager, and is also a Licensed Professional Surveyor. These three key leads alone provide the City with a combined 113-year history of surveying experience.

ALL TEAM MEMBERS HAVE WORKED TOGETHER

Our local team is truly local. Our Headquarters office houses over 7 survey crews. The local team members include the survey crews, Licensed Professional Surveyors, Survey Project Managers, office survey production staff, and administrative staff. Due to our location and our 42+ year history in Florida, our team is able to provide not only the most responsive service, but also the most effective.

CPH's unique capabilities related to this contract exceed our base surveying services. Since CPH is a multi-disciplinary firm, our team has the in-house capacity and staffing to provide wetland flagging, tree evaluation and flagging, asset management and GIS, as well as plat and development review services. In addition to our in-house team, we have included DRMP, Inc. as our local survey partner for Mobile LiDAR, Southeastern Surveying and Mapping Corp. for Underground Utility Designation, and SAM, LLC for Aerial Photogrammetry. CPH, as a company, has developed a 15+ year working relationship with DRMP staff and our combined resources will be at the City's disposal on this contract.

MULTI-DISCIPLINARY IN-HOUSE TEAM

CPH acknowledges the receipt of Addendum #1.

We appreciate the opportunity to submit our qualifications and look forward to working with the City of Port Orange.

Sincerely,
CPH, LLC

Thomas J. Galloway, PSM | Sr. Vice President / Director of Surveying and Mapping

A

REQUIRED DOCUMENTS

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

_X_ Form 9.2 – Respondents Acknowledgement Form

_X_ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

_X_ Form 9.4 – Drug Free Preference Statement

_X_ Form 9.5 – Sworn Statement on Public Entity Crimes

_X_ Form 9.6 – Anti-Collusion Form

_X_ Form 9.7 – Statement of Respondent's Qualifications

_X_ Form 9.8 – Professional References for Previous Experience

_X_ Form 9.9 – Authorized Signatures/Negotiators

_X_ Form 9.10 – Scrutinized Companies Certification

_X_ Form 9.11 – E-Verify Affidavit

_X_ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

_X_ Form 9.13 – Non-Disclosure Agreement for Confidential Materials

_X_ Exhibit "A" – Description of Confidential Material

_X_ Form 9.14 – No Submittal Statement Form

_X_ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

_X_ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

_X_ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: CPH, LLC
Name of Business

Authorized Signature

November 22nd, 2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☒Exceptions (list below; add additional pages if necessary):

See next page

CPH, LLC
Name of Business

500 West Fulton Street
Mailing Address

Authorized Signature

Sanford, FL 32771
City, State & Zip Code

Thomas J. Galloway, PSM ;
Director of Surveying & Mapping
Printed Name and Title

407.322.6841
Telephone Number

59-2068806
Federal Identification No.

info@cphcorp.com
E-mail Address

STATE OF: Florida COUNTY OF: Seminole

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

22nd day of November, 2023, by Thomas J. Galloway, PSM and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Nichole L. Lunsford

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

NICHOLE L LUNSFORD
MY COMMISSION # HH 080012
EXPIRES: April 17, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your statement.

CPH, LLC EXCEPTIONS
RFSQ #23-17

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

Time and Essence: Surveyor acknowledges that it shall perform its services in a prompt and timely manner ~~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.

- *Insert the blue text and strike the red text.*

16. Liability for Loss or Damage.
Surveyor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Surveyor, 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 reasonable 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 Surveyor, his/its agents, servants and employees. Surveyor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

- *Add "reasonable" in blue.*

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/16/2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

CPH, LLC
Name of Business

Authorized Signature

Thomas J. Galloway, PSM ;
Director of Surveying & Mapping
Printed Name and Title

STATE OF: Florida COUNTY OF: Seminole

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

22nd day of November, 2023, by Thomas J. Galloway, PSM and who:

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

Nicholl Lunsford

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

NICHOLE L. LUNSFORD
MY COMMISSION # HH 080012
EXPIRES: April 17, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

CPH, LLC
Name of Business

Authorized Signature

Thomas J. Galloway, PSM;
Director of Surveying & Mapping
Printed Name and Title

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of November, 2023, by Thomas J. Galloway, PSM and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

NICHOLE L. LUNSFORD
MY COMMISSION # HH 080012
EXPIRES: April 17, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Thomas J. Galloway, PSM, who, being by me first duly sworn, made the following statement:

1. The business address of CPH, LLC (name of Respondent or business) is 500 West Fulton Street, Sanford, FL 32771.
2. My relationship to CPH, LLC (name of Offeror or business) is Director of Surveying & Mapping (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

CPH, LLC
Name of Business

Authorized Signature
Thomas J. Galloway, PSM ;
Director of Surveying & Mapping
Printed Name and Title

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of November 2023, by Thomas J. Galloway, PSM and who:

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

Printed, typed or stamped name, commission and expiration:

Notary Public, State of Florida

NICHOLE L. LUNSFORD
MY COMMISSION # HH 080012
EXPIRES: April 17, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: CPH, LLC

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

PRINTED SIGNATURE: Thomas J. Galloway, PSM

TITLE: Director of Surveying & Mapping

ADDRESS: 500 West Fulton Street

CITY, STATE AND ZIP CODE: Sanford, FL 32771

TELEPHONE: 407.322.6841 FAX: 407.330.0639

F.E.I.N.: 59-2068806

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: CPH, LLC

B. Permanent main office address: 500 West Fulton Street, Sanford, FL 32771

C. Date organized: 1981

D. If a corporation, where incorporated: N/A

E. How many years have you been engaged in the business under your present firm or trade name? 42

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** Please see attached.

G. General character of work performed by your company: Consulting Services

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Please see attached. Please see attached.

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL** Please see attached.

M. Credit currently available: $ CPH has access to a credit line of greater than $2 million.

N. Give bank name, contact name and phone number: Truist | Matt Coty | 407.237.4005 |

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

CPH, LLC
Name of Business

Authorized Signature
Thomas J. Galloway, PSM ;
Director of Surveying and Mapping
Printed Name and Title

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 29th day of November, 2023, by Thomas J. Galloway, PSM and who:

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

Nicole L. Lunsford

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

NICHOLE L. LUNSFORD
MY COMMISSION # HH 080012
EXPIRES: April 17, 2025
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your Submittal.

F. CONTRACTS ON HAND

The following graphic illustrates the status relative to our existing projects. As projects are completed, we have additional staffing capability for new assignments. The team proposed to provide services to the City has adequate time available to dedicate to the successful completion of any project that may arise from this contract.

PROJECT NAME	CLIENT	PROJECT STATUS	ANTICIPATED COMPLETION DATES	DOLLAR AMOUNT COMMITTED
Meritage: Flagler Village Svy & Plat Rev.	Meritage Homes of Florida, Inc	Ongoing	12/16/2023	$31,257
Palm Coast 145: Land Title Svy 145 Acres	Palm Coast 145, LLC	Ongoing	12/26/2023	$7,485
Sarasota - Central & Cocoanut Median Des	City of Sarasota	Ongoing	12/07/2023	$19,728
Avcon: Sanford Airport Runwway 9L-27R Reh	Avcon, Inc.	Ongoing	12/11/2023	$24,763
FUQUA Dev.-4501 66th St., Kenneth City	FUQUA Development, LP	Ongoing	12/19/2023	$3,300
Southwood Village - Fruitville Development	Southwood Village, LLC.	Ongoing	12/1/2023	$7,720
Sparks Consulting: Specific Purpose Svys	Sparks Consulting, LLC	Ongoing	12/15/2023	$1,958

J. MAJOR EQUIPMENT CURRENTLY OWNED OR LEASED

CPH's commitment to quality and on-time projects includes team members staying abreast of the latest technology and capabilities. Staff interchanges information electronically with engineering firms, architectural firms, planning firms, and clients. Surveying and drafting functions are thoroughly computerized using AutoCAD drafting and associated programs, as well as general spreadsheet programs.

In consideration of the nationwide nature of our firm, with offices in several states and multiple offices, a comprehensive list would not be feasible. **However we have included a list of software and equipment regarding our surveying capabilities below:**

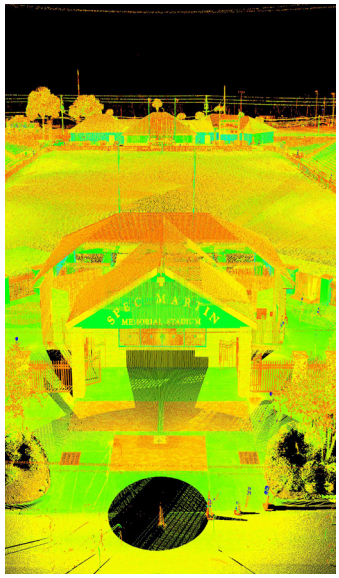
- ✓ Wide Area Networks - VPN via Cisco Routers
- ✓ High Speed Internet Access
- ✓ Windows Exchange Server
- ✓ High Speed e-mail, FTP, and WEB services on-line
- ✓ 10/100 Ethernet LANs in all offices
- ✓ Microsoft Office Professional
- ✓ Powerful large format printing capabilities in all offices
- ✓ High Security and Virus protection company-wide
- ✓ Autodesk AutoCAD 2023, Autodesk Civil 3D 2023, Autodesk Revit 2015, 2016, 2017, 2018, 2019
- ✓ Arc GIS, Microstation, Autoturn 7, Land Desktop 3, Microstation, Autoturn 7
- ✓ WaterCAD, Ponds, Advanced Inter Connected Pond Routing (ICPR), Hydraflow, Modret, ArcView, MColor and many others
- ✓ Topcon GPT-2005 Total Station with prism/non prism feature
- ✓ Topcon GPT-3005 Total Station with prism/non prism feature
- ✓ Topcon AT-G4 Automatic Levels
- ✓ Topcon Recon 200C w/64MB Field computers with Survey Pro software
- ✓ FDOT approved setup for traffic cones, traffic signs, survey vests and hardhats
- ✓ Geopack
- ✓ Building Energy Modeling and Cooling Loads: Energy Guage (Florida Energy Code Compliance: FLACOM); Comcheck; Carrier Hap; Wrightsoft
- ✓ Electrical Power System Analysis: eTAP – Short Circuit Fault Current Calcs; Arc Flash (NFPA 70E); Power System Coordination Studies
- ✓ Fire Protection: Elite Fire Sprinkler Hydraulic Calcs
- ✓ RISA-3D
- ✓ RISA Connection
- ✓ TEDDS
- ✓ HILTI PROFIS Anchor
- ✓ MathCAD
- ✓ Leica HDS ScanStation2 Laser Scanner
- ✓ Leica Truview software
- ✓ Leica Scanstation P40s (Qty 3)
- ✓ Leica BLK360s (Qty 2)
- ✓ Leica RTC360 (Qty 1)













K. EXPERIENCE IN WORK SIMILAR TO THIS TYPE OF PROJECT

CPH provides surveying services to numerous clients. The services performed for these clients range from large to small surveying projects that include, but are not limited to, the services as previously mentioned. CPH realizes the need to establish strong, ongoing relationships with our clients.Through continuing services contracts, we can structure ourselves to manage multiple assignments under a continuing services format and reinforce a commitment to achieving our client's surveying and mapping needs.

CLIENT NAME	SINCE	RELEVANCE TO SCOPE														
		BOUNDARY SURVEYS	ROW SURVEYS	TOPOGRAPHIC SURVEYS	3D SURVEYS	AS-BUILT/RECORD SURVEYS	PLAT REVIEWS	QUANTITY SURVEYS	VERTICAL CONTROL SURVEYS	DRAFTING	HORIZONTAL CONTROL SURVEYS	HYDROGRAPHIC SURVEYS	CONSTRUCTION STAKING	SPECIFIC/SPECIAL PURPOSE SURVEYS	SKETCHES AND DESCRIPTIONS
CITY OF PORT ORANGE	**2007**	X		X	X					X	X			X	X
CITY OF SANFORD	**1958**	X	X	X	X	X	X		X	X	X	X	X		X
CITY OF PALM COAST	**1998**	X	X	X		X	X		X	X	X	X	X	X	X
FLAGLER COUNTY	**2010**	X	X	X						X	X				X
CITY OF CASSELBERRY	**1965**	X	X	X	X	X	X		X	X	X				X
CITY OF OVIEDO	**2012**	X	X	X		X	X		X	X	X				X
PUTNAM COUNTY	**1998**	X	X	X					X	X	X				
VOLUSIA COUNTY SCHOOL BOARD	**1984**	X	X	X	X				X	X	X		X		X
ORANGE COUNTY	**1974**	X		X		X			X	X	X				X
TOHO WATER AUTHORITY	**2006**	X	X	X	X	X			X	X	X				X
CITY OF LAKE ALFRED	**1999**	X	X	X	X		X		X	X	X				X
CITY OF WINTER SPRINGS	**1974**	X		X					X	X	X				
CITY OF LAKE MARY	**1975**	X	X	X	X		X		X	X	X			X	X
SEMINOLE COUNTY	**1975**	X	X	X	X	X	X	X	X	X	X	X	X	X	X

L. BACKGROUND AND EXPERIENCE

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
THOMAS J. GALLOWAY, PSM **PRINCIPAL-IN-CHARGE** 33 YEARS	• Surveying and Management • Highway Projects • Land Development • Commercial and Private Projects • Municipal Projects • Park Improvements Projects	• W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Winter Garden Reclaimed Water Plant	• B.S. in Surveying and Mapping, University of Florida • Professional Surveyor & Mapper - FL (No. 6549) • NCEES Council (No. 1291)
PAUL J. KATREK, PSM **PROJECT MANAGER** 31 YEARS	• Surveying and Management • Highway Projects • Land Development/Commercial and Private Projects • Municipal Projects	• Sanford 1st Street Streetscape Improvements (FDOT LAP) • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Area IV Well Outfitting and Raw Water Transmission Main	• A.S. in Architecture & Building Technology, Daytona Beach Community College • Professional Surveyor & Mapper - FL (No. 6233) • NCEES Record (No. 1342)
RANDALL "RANDY" L. ROBERTS, PSM **QA/QC MANAGER** 49 YEARS	• Surveying and Management • Highway Projects • Land Development / Commercial and Private Projects • Municipal Projects • Subdivision Plats and Lot Surveys • Sectional Retracement	• Area IV Well Outfitting and Raw Water Transmission Main • Sanford North WRF Reclaimed Water Augmentation System • Sanford 1st Street Streetscape and Gateway Improvements	• Honor Graduate of University of Florida Surveying Program, College of Engineering • Professional Surveyor & Mapper - FL (No. 3144)
WILLIAM B. TAMM, CST II **FIELD CREW MANAGER** 30 YEARS	• Surveying and Management • Highway Projects • Land Development/Commercial and Private Projects • Municipal Projects • Field Operations	• Area IV Well Outfitting and Raw Water Transmission Main • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • SR 46 Utility Relocations	• A.A., Seminole Community College • Coursework towards B.A. in Environmental & Civil Engineering, University of Central Florida • Certified Survey Technician NSPS-ACSM, Certification No. 0307-2876, Level II • Intermediate Maintenance of Traffic • OSHA - Construction Safety & Health • First Aid/CPR • 3D - Driver Instructor

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
JOHN BACH, CST II **HIGH-DEFINITION SURVEY MANAGER** 17 YEARS	• Surveying • Highway Projects • Land Development/Commercial and Private Projects • Municipal Projects • 3-Dimensional Survey Projects • Elevations & Cross-Sections	• Sanford 1st Street Streetscape and Gateway Improvements • Spec Martin Stadium Design Criteria Package • US 17-92 Riverwalk, Phase II & III (FDOT LAP)	• Drafting and Design Technologies, 4 Years • Coursework towards A.S. Degree, Seminole Community College • Certified Survey Technician NSPS-ACSM, Certification No. 0408-3522, Level II
KEVIN SCHEEL, CST I **CADD** 21 YEARS	• Surveying • Land Development/Commercial and Private Projects • Municipal Projects • Location & Recovery of Sectional Work • High Definition Laser Scanning	• Seminole County US17/92 CRA Stormwater Master Plan • City of Sanford's Water Treatment Plant No. 2 – Disinfection By-Product Reduction Improvements • Powell Adams Road Rural to Urban Final Design	• Certified Survey Technician NSPS-ACSM, Certification No. 0307-2100, Level I • Intermediate Maintenance of Traffic • OSHA - Construction Safety & Health • First Aid/CPR
MICHAEL REIGARD CST I **FIELD CREW** 20 YEARS	• Surveying • Land Development/Commercial and Private Projects • Municipal Projects • Location & Recovery of Sectional Work • High Definition Laser Scanning	• Belle Terre Parkway Four-Laning • Sanford 1st Street Streetscape and Gateway Improvements • Pump Branch Ditch Enclosure	• Certified Survey Technician NSPS-ACSM, Certification No. 0307-2879, Level I • Intermediate Maintenance of Traffic • OSHA - Construction Safety & Health • First Aid/CPR
LAWRENCE G. STOFFEL CST I **FIELD CREW** 20 YEARS	• Surveying • Land Development/Commercial and Private Projects • Municipal Projects • Location & Recovery of Sectional Work • High Definition Laser Scanning • Robotic Survey Equipment	• Area IV Well Outfitting and Raw Water Transmission Main • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Sand Pond Road and Skyline Drive	• A.A. in Computer Science, Brown College

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
EMILY REMPE **GIS MANAGER** 06 YEARS	• Comprehensive building permit due diligence research • Site Investigation Report research • Demonstrated experience with municipal review processes • Effective communication with municipalities to coordinate an efficient plan review	• US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Melching Field Stadium Renovations – Design Criteria Package • West Leesburg Neighborhood Resource Center Project	• B.A. Anthropology, University of Central Florida
AMY E. DALY, LEED AP **ENVIRONMENTAL** 30 YEARS	• Project Management • Ecological Assessments • Environmental Permitting • Mitigation Program Design • Wetland Delineation • Land Management • Consumptive Use Permitting • Functional Assessments • Water Quality Monitoring • Wildlife Assessment, Management, & Permitting	• US 17-92 Riverwalk, Phase II & III (FDOT LAP) • SR-50 Utility Relocation Project (FDOT JPA) • Midway Utilities Replacement – Phase 1, Seminole County	• M.B.A., FMU, Summa Cum Laude • B.S. in Biological Sciences, Florida State University • U.S. Army Corps of Engineers Wetland Delineator • Florida Unified Mitigation Methodology Course • Qualified Stormwater Management Inspector • Prescribed Burner • Authorized Gopher Tortoise Agent (No. GTA-09-00145) • LEED Accredited Professional
LUIZ CORTES, PSM, CP (SAM) **AERIAL PHOTOGRAMMETRY** 32 YEARS	• High density LiDAR dataset collected with Manned and Unmanned Aircrafts • Mobile Vehicles and Terrestrial Scan • Traverse • Leveling • GPS survey • Using total stations • RTK • Static • VRS methods	• SR8 (I-10) – I-10 /West of SR 85 to Antioch Rd. (FDOT D3), Okaloosa County, FL • NCCGIA, Statewide Orthoimagery Program, Various Counties, NC • Silicon Ranch, LLC ALTA and Topographic Survey, Snipeville, GA	• BS, Engineering, University of State of Rio de Janeiro • Professional Surveyor & Mapper, Florida (No. 7197) • SCPPS - Professional Photogrammetric Surveyor, South Carolina (No. 23654) • NCPLS - Professional Land Surveyor, North Carolina (No. L-5077) • VASP - ASPRS Surveyor Photogrammetrist, Virginia (No. 0408000145) • CP - Certified Photogrammetrist, Nationwide (No. 1546)
CHRIS STOCKTON (SAM) **AERIAL PHOTOGRAMMETRY** 24 YEARS	• Project Management • Controlling Estimates • Proposal and Contract Drafting • Scheduling • Problem Solving • Budget Compliance • Flight Planning • Final Project Reports	• Orlando Sanford Airport, Sanford, FL (CPH) • Saddlebag Lake HD-LiDAR Mapping, Lake Wales, FL (CPH) • Brevard County - South Central WRF, Melbourne, FL (CPH)	• Bachelor of Science in Geography from California State University in Fresno, CA

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
MATT THOMAS (SAM) **AERIAL PHOTOGRAMMETRY** 16 YEARS	• Land Surveying • Geospatial Engineering • Topographic Surveys • Route Surveys • ALTA/ACSM Land Title Surveys • Geodetic Control • Gis Data Acquisition • Faa Obstruction Surveys • As-Built Surveys • High Definition Surveys	• GDOT I-285 Top End Express Lanes; Cobb, Fulton, & DeKalb Counties, GA • Low Country Rapid Transit Design Mapping; Charleston, South Carolina • TxDOT 2020 Bridge Clearance Program; Statewide, Texas	• BS, Land Surveying and Geomatics Engineering, Purdue University • BS, Civil Engineering, Purdue University • RPLS – Registered Professional Land Surveyor, Texas (No. 6801) • LS – Land Surveyor, Indiana (No. LS21300002)
M. SCOTT SOWARDS, GPRT (SOUTHEASTERN) **UNDERGROUND UTILITY DESIGNATION** 33 YEARS	• Subsurface Utility Engineering • Coordinating • Estimating • Managing • Administrating Utility Projects • Design Relocation • Planning Utility Mapping Projects For Conflict Verification • Coordinating	• North Indian River Drive Shoreline & Master Plan • Seminole Lift Station and Demolition of Bayview Lift Station • Industrial Drive Drainage, Utility and Roadway Improvements	• Bachelors in Science in Telecommunications College • Ground Penetrating Radar • Florida Department of Transportation Temporary Traffic Control • Confined Space Entry Awareness
JON M. ARNETT, GPRT (SOUTHEASTERN) **UNDERGROUND UTILITY DESIGNATION** 17 YEARS	• Surveying and Mapping • Subsurface Utility Engineering • Coordinating Utility Projects • Estimating Utility Projects • Administrating Utility Projects	• Westside Regional WRF IPS & Headworks • Heineman Street Ground Storage Tank and Pump Station • Saxon Boulevard & Providence Boulevard: Traffic Signal	• Ground Penetrating Radar • Florida Department of Transportation Temporary Traffic Control • OSHA Safety Course • Confined Space Entry Awareness
BRENT W. BASS, PE, PSM (DRMP) **MOBILE LIDAR** 12 YEARS	• Project Manager • Laser Scanning • Mobile LiDAR • Static LiDAR • Gps Control Networks • First Order Control Networks • Right-Of-Way Mapping And Topographic Surveys	• SR A1A from Milsap Road to SR 40, FDOT District Five, Volusia County, Florida • Continuing Services Contract C-A024, FDOT District Five, Various Counties, Florida • SR 500 Resurfacing from East of SR 44 to Lincoln Avenue, FDOT District Five, Lake County, Florida	• Bachelor of Science in Construction Engineering and Management, North Carolina State University, 2010

OFFICERS OF THE FIRM

- Peter-John F. Sutch, P.E., LEED AP | President/CEO
- Nikhel Jindal, GCC, Assoc. DBIA, ENV SP | Chief Strategy and Success Officer
- Todd H. Hendrix, P.E., CGC | Chief Operating Officer - A&E Services
- David E. Mahler, P.E. | Chief Operating Officer - Public Services
- Jeffrey M. Satfield, P.E., ENV SP | Chief Development Officer
- Carlos J. Sanchez, P.E. | Chief of International Operations
- Jason L. Toole, P.E., LEED AP | Chief Revenue Officer

TRUIST

333 S. Garland Avenue, 17th Floor
Orlando, FL 32801
Office: 407.237.4005
Matthew.coty@truist.com

Matt Coty
SVP, Middle Market Banking

July 11, 2022

TO WHOM IT MAY CONCERN

RE: Bank Reference for CPH Consulting LLC FKA CPH INC

CPH Consulting LLC FKA CPH INC has been a valued client of Truist Bank since 1993, and the company's management team is in well regard within our organization.

The company utilizes Truist Bank for its depository and loan needs. The company has no prior history of overdrafts and/or returned checks.

Truist Bank very much values the long-term banking partnership with CPH, Inc.
If you have any further questions, or need additional information, please contact directly me at 407-237-4005.

Best Regards,

Matt Coty,
Truist
SVP, Middle Market Banking

ANTICIPATED CONCURRENT PROJECTS

The following graphic illustrates the status relative to our existing projects. As projects are completed, we have additional staffing capability for new assignments. The team proposed to provide services to the City has adequate time available to dedicate to the successful completion of any project that may arise from this contract.

ONGOING PROJECTS			
PROJECT	STATUS	PROJECT OWNER	ESTIMATED COMPLETION DATE
Statewide Surveying and Mapping Services	Under Evaluation	Florida Department of Environmental Protection	TBD
Consultant Services for the Design, Permitting, Bidding, and Construction Administration Services for US 17-92 Water Transmission Pipeline	Under Evaluation	Toho Water Authority	TBD
Transportation Safety and Mobility Engineering Services	Under Evaluation	Hillsborough County Board of County Commissioners	TBD
Land Surveying and Mapping Continuing Services	Under Evaluation	Seminole County Public Schools	TBD
Engineering Services	Under Evaluation	Town of Eatonville	TBD
Professional Design Services for New Public Safety Facility	Under Evaluation	City of Apopka	TBD
Engineering Planning, Design, Construction Management and Related Services for Water Treatment Plants	Under Evaluation	Miami-Dade County	TBD
Building Architect Consulting Services	Under Evaluation	Martin County Purchasing Division	TBD

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Sanford - Surveying Services Continuing Contract

   Contact Person: Brady Lessard

   City, State: Sanford, Florida

   Telephone Number: 407.688.5015

   Email Address: Brady.Lessard@Sanfordfl.gov

   Description of goods/services provided: Ongoing Surveying and Mapping Services

   Contract Amount: Varies Per Project

   Start/End Date of Contract: Ongoing Since 2001

2. Company Name: City of Palm Coast - Continuing Surveying Services Contract

   Contact Person: Bill Eldredge, Broadband Manager

   City, State: Palm Coast, Florida

   Telephone Number: 386.986.3757

   Email Address: beldredge@palmcoastgov.com

   Description of goods/services provided: Ongoing Surveying and Mapping Services

   Contract Amount: Varies Per Project

   Start/End Date of Contract: Since 2001

3. Company Name: Ongoing Consulting Services – Toho Water Authority

   Contact Person: George H. Eversole, Jr.

   City, State: Kissimmee, Florida

   Telephone Number: 407.944.5000

   Email Address: geversole@kissimmee.org

   Description of goods/services provided: In conjunction with ongoing utility projects for Toho Water Authority, the team has provided various surveying services for projects that include pipeline replacements/relocations.

   Contract Amount: Varies Per Project

   Start/End Date of Contract: Ongoing Since 2006

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Brady Lessard

   Phone: 407.688.5015

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 42+

   Description of service: General Consulting Services: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects, and beautification/historic improvement projects.

2. Contact Name: Bill Eldredge

   Phone: 386.986.3757

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 22

   Description of service: All Surveys & Mapping Services

3. Contact Name: George H. Eversole, Jr.

   Phone: 407.944.5000

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 17

   Description of service: In conjunction with ongoing utility projects for Toho Water Authority, the team has provided various surveying services for projects that include pipeline replacements/relocations.

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
PLEASE SEE ATTACHED FOR AUTHORIZED SIGANTORIES FOR CPH, LLC		

Authorized Signature

Thomas J. Galloway, PSM ; Director of Surveying and Mapping

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by FEI/EIN Number

Foreign Limited Liability Company
CPH, LLC

Cross Reference Name

CPH CONSULTING, LLC

Filing Information

Document Number	M22000008499
FEI/EIN Number	59-2068806
Date Filed	05/31/2022
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	06/09/2022
Event Effective Date	NONE

Principal Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Mailing Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Registered Agent Name & Address

GIERACH, DAVID A
500 W FULTON ST.
SANFORD, FL 32771-1220

Authorized Person(s) Detail

Name & Address

Title President, CEO, Authorized Member

SUTCH, PETER-JOHN F
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Operating Officer - Public Services, Authorized Member

MAHLER, DAVID E
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Operating Officer - A&E Services, Authorized Member

HENDRIX, TODD H
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SANFORD, FL 32771-1220

Title Secretary, Authorized Member

HUNT, PATRICIA
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Principal, Authorized Member

GIERACH, DAVID
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SANFORD, FL 32771-1220

Title Principal, Authorized Member

KHOSRAVANI, KAMRAN
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Development Officer, Authorized Member

Satfield, Jeffrey M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief of International Operations, Authorized Member

Sanchez, Carlos M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Revenue Officer, Authorized Member

Toole, Jason L
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chief Strategy & Success Officer, Authorized Member

Jindal, Nikhel
500 W FULTON ST.
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Title Senior Vice President, Authorized Member

Luman, Kurt R
500 W FULTON ST.
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Title Senior Vice President, Authorized Member

Markovitz, J. Brett
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Title Senior Vice President, Authorized Member

Galloway, Thomas J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Senior Vice President, Authorized Member

Olszewski, Wade P
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Title VP, Authorized Member

Renshaw, Michael
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Title VP, Authorized Member

Morris, James R
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Title VP, Authorized Member

Breitenstein, Scott A
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Title VP, Authorized Member

Winter, James K
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Title VP, Authorized Member

Pugh, Galen J
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Title VP, Authorized Member

Daly, Amy E
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Title VP, Authorized Member

Roberts, Randall L
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Title VP, Authorized Member

Baer, John A
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Title VP, Authorized Member

Sherrard, Brook K
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Title VP, Authorized Member

Bryant, Joshua A
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SANFORD, FL 32771-1220

Title VP, Authorized Member

Carpenter, Alan R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

DeWaal, Christopher J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Nasso, Rocco R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title VP, Authorized Member

Morton, Jeremy C
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Lopez, Albert
500 W FULTON ST.
SANFORD, FL 32771-1220

Annual Reports

Report Year	Filed Date
2023	01/05/2023

Document Images

01/05/2023 -- ANNUAL REPORT	View image in PDF format
05/09/2022 -- LC Amendment	View image in PDF format
05/31/2022 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Thomas J. Galloway, PSM ; Director of Surveying and Mapping, on behalf
(Print Name and Title)

of CPH, LLC ("Company"), certify that CPH, LLC
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

CPH, LLC
COMPANY NAME

SIGNATURE

Thomas J. Galloway, PSM
PRINT NAME

Director of Surveying and Mapping
TITLE

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION p.2

STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 22nd day of November, 2023, by Thomas J. Galloway, PSM ; Director of Surveying and Mapping and who:

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

Nicole L. Lunsford Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

NICHOLE L. LUNSFORD
MY COMMISSION # HH 080012
EXPIRES: April 17, 2025
Bonded Thru Notary Public Underwriters

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Surveying Services

Solicitation Number: RFSQ #23-17

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

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

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

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

Thomas J. Galloway, PSM ; Director of Surveying and Mapping
Print or Type Name, Title

Signature of Affiant

59-2068806
Federal Employer ID Number (FEIN)

348305
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 22nd day of November, 2023, by Thomas J. Galloway, PSM ; Director of Surveying and Mapping and who:

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

Nicholle L Lunsford
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

NICHOLE L. LUNSFORD
MY COMMISSION # HH 080012
EXPIRES: April 17, 2025
Bonded Thru Notary Public Underwriters

This document to be completed and returned with your submittal.

E-Verify

Company ID Number: 348305

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CPH Consulting LLC
Company Facility Address	500 West Fulton Street Sanford, FL 32771
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592068806
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

November 22, 2023

Signature of Contractor's Authorized Official — Date

Thomas J. Galloway, PSM ; Director of Surveying and Mapping

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# RFSQ #23-17

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: CPH, LLC

Address: 500 West Fulton Street, Sanford, FL 32771

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    City of Port Orange
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: Edward Kent, III

TITLE: Purchasing Agent

DATE: 12/4/23

Respondent

BY: _____

NAME: Thomas J. Galloway, PSM

TITLE: Director of Surveying and Mapping

DATE: November 29th, 2023

ATTEST:

BY: _____

NAME: Nichole L. Lunsford

TITLE: Survey Project Coordinator

DATE: November 29th, 2023

Not Applicable

FORM 9.14 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

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

Solicitation: RFSQ #23-17 Professional Surveying Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)
☐Insufficient time to respond.
☐Specifications unclear (please explain below)
☐We do not offer this product/service or an equivalent
☐Our product schedule does not permit us to perform within stated timeline for the project.
☐Unable to meet specifications.
☐Unable to meet bond requirements.
☐Unable to hold prices firm throughout the term of the contract period.
☐Unable to meet insurance requirements.
☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, CPH, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Thomas J. Galloway, PSM ; Director of Surveying and Mapping

Name & Title of Contractor's Authorized Official

Date: November 22, 2023

This document must be completed and returned with your submittal.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of _____ County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by _____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

CPH **LICENSES**

PROFESSIONAL ENGINEERS

Licensee Information

Name:	**CPH, LLC** (Primary Name)
	CPH (DBA Name)
Main Address:	**500 W. FULTON STREET** **SANFORD Florida 32771**
County:	**SEMINOLE**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**36945**
Status:	**Current**
Licensure Date:	**03/21/2023**
Expires:	

Special Qualifications	Qualification Effective

ARCHITECTURE

Licensee Information

Name:	**CPH LLC** (Primary Name)
	CPH CONSULTING, LLC (DBA Name)
Main Address:	**500 WEST FULTON STREET** **SANFORD Florida 32771**
County:	**SEMINOLE**

License Information

License Type:	**Architect Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**04/04/2005**
Expires:	

Special Qualifications	Qualification Effective
Fictitious Name	**04/04/2005**

LANDSCAPE ARCHITECTS

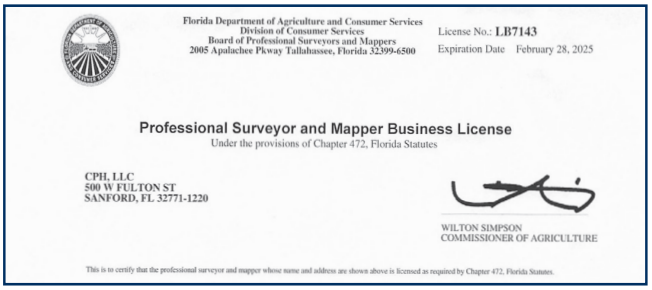
Licensee Information

Name:	CPH, LLC (Primary Name)
	CPH (DBA Name)
Main Address:	500 WEST FULTON STREET SANFORD Florida 32771
County:	SEMINOLE

License Information

License Type:	Landscape Architecture Business Information
Rank:	Business Info
License Number:	
Status:	Current,Active
Licensure Date:	10/31/1995
Expires:	

SURVEYORS & MAPPERS



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7143
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CPH, LLC
500 W FULTON ST
SANFORD, FL 32771-1220

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida
Department of State

I certify from the records of this office that CPH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on May 31, 2022.

The document number of this limited liability company is M22000008499.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 5, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of January, 2023

Secretary of State

Tracking Number: 5848158904CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

COMPANY PROFILE - HISTORY AND QUALIFICATIONS





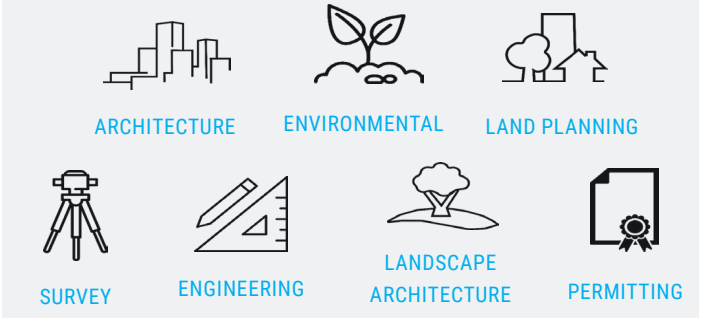
TAB B - COMPANY PROFILE - HISTORY AND QUALIFICATIONS

CPH is a leading national architecture and engineering firm that works with our clients to Build Stronger Communities Together. For over 42 years, our team has been working with public agencies in the development of projects that include civic centers, complete streets, parks and recreation, public works facilities, fire/police stations, municipal office facilities, and utility infrastructure projects. For these projects our team has provided the following types of services from our in-house staff:

- Surveying & Mapping
- Environmental Sciences
- Land Planning/Zoning
- Asset Management
- Permitting
- Wastewater Treatment Systems
- Water Treatment Systems
- Reclaimed Water Systems
- Biosolids Management Systems
- Collection and Transmission Systems
- Stormwater Management Systems Architectural Services/ Landscape Architecture
- Engineering Services (Civil, Structural, and Utilities)
- Transportation Engineering, including Traffic Planning and Design
- Construction Engineering and Inspection/Construction Management
- Master Planning
- Hydraulics and Hydrology
- Mechanical/Electrical/Plumbing (MEP) Services

In keeping with the company's philosophy to assure responsive and cost-effective service, CPH has grown with branch offices housing approximately 400+ employees in Florida, Georgia, Maryland, North Carolina, Connecticut, and Puerto Rico with the firm's headquarters located in Sanford, Florida.

AREAS OF **SERVICE**



TYPE OF ORGANIZATION

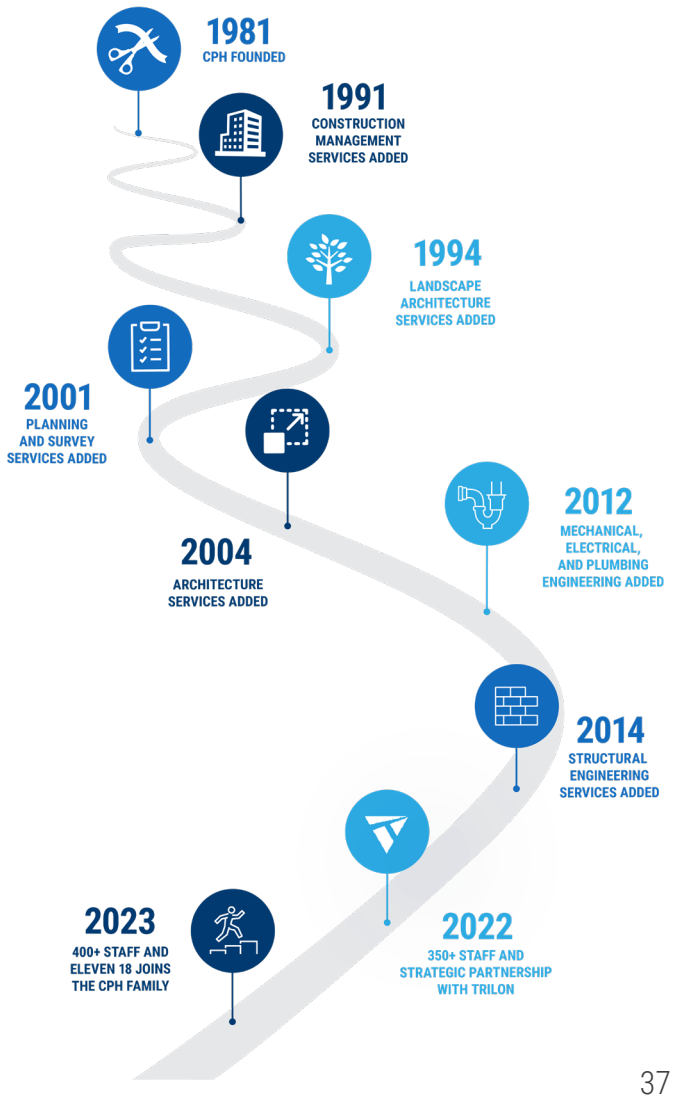
Limited Liability Company

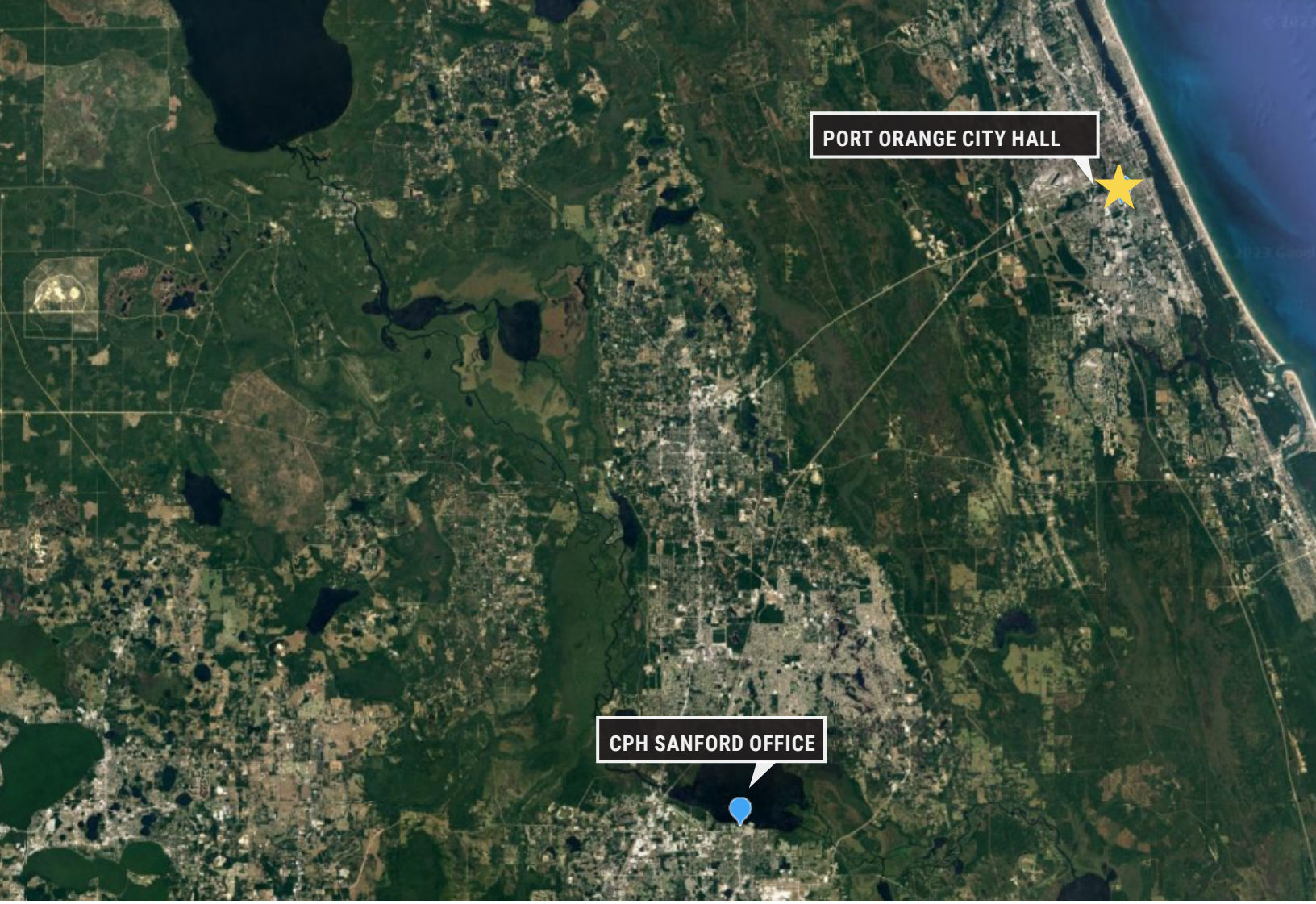
YEAR ESTABLISHED

March 6, 1981

NAME CHANGE HISTORY

CPH Consulting, LLC dba CPH, LLC (2022–Current)
CPH, Inc. (2013–2022)
CPH Engineers, Inc. (1998–2013)
Conklin, Porter, & Holmes (1981–1998)





FIRM'S OFFICE LOCATION

CPH has 16 offices throughout the United States with support of approximately 400+ personnel throughout the company to assist in the projects for the City of Port Orange. The City will have the direct commitment of the CPH Sanford Office located at **500 W. Fulton St., Sanford, FL 32771**. The Sanford office is staffed with employees that include registered personnel, administrative staff, and leaders of the firm to accomplish the projects on time and within budget.

OFFICE LOCATION	APPROXIMATE DISTANCE FROM CITY OFFICES
CPH SANFORD (HEADQUARTERS)	36.5 Miles (39 Minutes)

ABILITY, CAPABILITY AND SKILL TO PERFORM THE SERVICES

WE TAKE GREAT PRIDE IN OUR WORK PRODUCT. Both the reputations of our personnel and of our firm are gauged by the quality of our deliverable product. A successful surveying firm is one that has set high standards for itself and has assured those standards are met by implementing a stringent Quality Assurance/Quality Control Plan involving checklists, back checks, and peer review. Our plan includes a Quality Assurance Program with specific tasks that must be performed on an ongoing basis, and a Quality Control Plan that verifies compliance with the Quality Assurance Plan. The time and effort spent in quality assurance and control pays dividends in efficiency and fewer revisions to various work products. CPH's Survey Division has an established Quality Control Plan that addresses all field and office operations.

MANAGEMENT APPROACH. Our management adheres to the Total Quality Management (TQM) approach. Management and field survey/CAD-data personnel are not separated. Project Managers are involved directly in project tasks on a day-to-day basis. All levels of personnel are invited and encouraged to help address the development of a project. This philosophy allows CPH to utilize the survey experience of management personnel and for production personnel to feel a part of the process and strive for accuracy and quality. CPH is client-oriented, and we encourage our clients to participate to their maximum desire in the development of the project, so that the end result will fulfill our client's wants and needs, the first time through.

HOW WE MANAGE DELIVERABLES. Authority for a particular project is delegated to the Project Manager for execution of the project work. Under the Project Manager's leadership, a project team is carefully chosen and assigned based on previous experience on similar projects. The Project Manager will be the coordinator and point of contact for the project.

After the initial research needed to begin the project has been completed, all survey members of the team are assembled and briefed on the scope of the project, the budget, and time constraints. This initial meeting is used to establish the basic project approach to establish the direction of the work, and to give all members of the team an opportunity to visualize the project as a whole, ask questions, and prioritize their work initiative.

As part of the TQM approach, safety issues of the particular project are discussed. These include many items of which all personnel gathering data need to be aware. Once the objective is established, the tasks are assigned to each team member, input from the team is solicited, and all questions are answered. The crew/s is/are then dispatched to the project site. The data processing/CAD personnel for the project are briefed and the office approach is discussed. This includes the format of the deliverables and other client requested specifics. The team discusses and evaluates various production methods that have merit and beneficial applications, which are then implemented on the project.

SCHEDULE MANAGEMENT AND PROJECT TRACKING. All Project Managers have the capability of utilizing our in-house accounting software, which allows them to follow the man-hours posted on a weekly or monthly basis. Additionally, weekly staff meetings are held to discuss ongoing projects. This allows the Project Manager to compare the billed man-hours versus the product being produced. This is then communicated with the project team to ensure that they stay on track.

QUALITY CONTROL PROCEDURES AND REVIEW MEETINGS. All projects are reviewed throughout the project life. After the project begins and the initial team meeting is held, an internal review meeting is held with at least one of the firm's Principals and one or more Project Managers. These individuals are not personally involved with the project, but are utilized to provide a fresh, outside view to the project approach. The project team presents the project to review with team members for their overview and evaluation.

COMMUNICATION - The CPH team is extremely well-qualified to provide Professional Surveying Services to the City of Port Orange. The team has provided similar services for numerous clients in Florida. As a result, the team understands the need to provide quality responsive services and is sufficiently staffed to maintain effectiveness for planned tasks and unplanned emergencies. Our team is available 24/7/365 through all modes of communication including phone, cellphone, text message, mobile email, fax, and in-person—whichever methods are preferable to our client. The CPH team is a clear choice for the City and will bring the same level of quality and professionalism as we have provided to other clients. We pride ourselves on providing a personal relationship with the clients we serve and are ready to act as an extension of the City of Port Orange. CPH will work diligently to provide the services in the time frames requested. As a result of the wealth of knowledge and staffing at the firm, the team is able to pull additional help to ensure the services are provided in a timely manner in the event additional help is needed to stay on schedule. CPH will maintain close effective communications with City staff.

ABILITY TO PROVIDE SERVICE WITHIN BUDGET REQUIREMENTS - Our Surveying Services are carefully budgeted at the beginning of the project. We attempt to divide the job into its various tasks and estimate amounts of labor and expenses needed for each. We have an in-house job computerized cost control system capable of providing the Project Manager with current job costs as obtained through entry of weekly time sheets. The original budget is used as a guide to determine progress and efficiency by checking hours expended versus hours budgeted. The budget is also used to plan the needed level of manpower to complete the job on time.

CPH LESSONS LEARNED - CPH has learned through years of experience that when performing an ALTA/NSPS Land Title Survey it is imperative to receive the most current Title Commitment or Ownership and Encumbrance Report for the project reflecting affecting easements, to then be depicted on the survey to see if they affect the design of the project.

PROJECT MANAGEMENT STRATEGY/QUALITY CONTROL PLAN

Once City of Port Orange has awarded a Professional Surveying Services project to be performed by CPH, the following procedures will be implemented:

SCOPE DEFINED - Prior to project commencement and at the negotiation session, the scope will be reviewed to ensure that there have been no changes in the anticipated deliverable. Also, at this time, the project schedule will be reviewed and finalized. Please note that all Surveying and Mapping procedures will be accomplished in accordance with the Standards of Practice of Surveying and Mapping of the State of Florida as set forth by Rule Chapter 5J-17 of the Florida Administrative Code. Depending on the project specifics, some or all of the following procedures will be performed based on the requirements of that specific project defined by the City of Port Orange.

RESEARCH - Prior to dispatching field crews to the site, research will be performed. The research phase is critical in the efficient completion of any project. During this time period, subdivision plats, property appraiser maps, and any other published/recorded information will be obtained for any boundary investigation in order to help identify the area to be surveyed. Also, during the research period, Horizontal and Vertical control stations will be researched to locate the closest control points to the project.

FIELD WORK - Once the research is completed the field survey will begin. In order to recover the necessary control monumentation, preliminary calculations will be performed based upon the initial research. Conventional three wire leveling procedures and the creation of a Global Positioning System (GPS) perimeter network will be established for the project. While that task is ongoing, field exploration for boundary monumentation and/or sectional control will occur. Based upon the recovered control monumentation, vertical and horizontal locations of the required topographic features will be performed using a Real Time Kinematics (RTK) approach where appropriate. In densely wooded areas, conventional ground survey procedures will be used to collect the data required. Conventional ground work will be tied to the GPS network and adjusted between the established control stations for continuity of the project and availability of transferring the survey data into a GIS (Geographic Information System) basemap.

MAPPING - The office technicians will stay in daily contact with the field crews and import the data into the main mapping file. As this data is reviewed, it will allow for the first step in the Quality Assurance/Quality Control (QA/QC) process to begin. All incoming data is reviewed by our Field Crew Coordinator and any questions to be addressed will be discussed with a Professional Surveyor and Mapper (PSM). This process allows the computer aided drafting (CAD) technician to maintain a current drawing file and import only adjusted and reviewed data.

REVIEWING & ISSUING - The final step in our process is the final QA/QC review. Our final review procedure requires that the data is reviewed by a PSM not involved with the daily process of the project. These procedures force an independent review of the project for a double check on the final product. Any questions or issues brought forward by the QA/QC reviewer will be addressed and only then will the final product be issued to the City of Port Orange.

ABILITY THE FIRM HAVE TO SUSTAIN THE POTENTIAL LOSS OF KEY PERSONNEL AND STILL ADEQUATELY MEET THE TERMS OF THE CONTRACT - The team is able to pull additional help to ensure the services are provided in a timely manner in the event additional help is needed to stay on schedule.

CPH has the expertise and personnel to provide cost-effective and responsive services to the City of Port Orange on any proposed project. The CPH Team consists of professionally qualified personnel with the ability to perform any service required by the City. We have four (4) Florida licensed Surveyors and Mappers and 11 Certified Survey Technicians registered by the National Society of Professional Surveyors and American Congress on Surveying and Mapping. Eight (8) of our Certified Survey Technicians are Level I and three (3) of our Certified Survey Technicians are Level II. All our survey crews are current with CPR/ First Aid, Florida Maintenance of Traffic (MOT) Certifications, current Jessica Lunsford Act Clearance for the State of Florida, and are certified for OSHA Confined Space.



Thomas J. Galloway, Professional Surveyor and Mapper (PSM) LS 6549. Thomas will act as the Principal-in-Charge. As the Principal-in-Charge, he will direct the project during its life and will be the single point of contact for the City of Port Orange and manage tasks as services are offered.



Paul J. Katrek, PSM, Professional Surveyor and Mapper (PSM) LS 6233. Paul will act as Project Manager. As the Project Manager he will direct the daily task efforts for projects serviced by that office.

Randall L. Roberts, Professional Surveyor and Mapper (RLS) LS 3144. Randy will act as the Quality Assurance/Quality Control (QA/QC) Manager and will review the final documents prior to the project being released to the City of Port Orange.

Our field services will be supported by William B. Tamm, CST II, Lawrence G. Stoffel, CST I, and Michael Reigard, CST I. All of our survey field crew chiefs have performed countless surveys to include but not limited to: Boundary Surveys, Topographic Surveys, As-built Surveys, Construction Layout and other miscellaneous services related to surveying and mapping and are all certified surveying technicians registered by the National Society of Professional Surveyors.



CADD drafting will be performed by John Bach, CST II and Kevin Scheel, CST I.

GIS will be managed by Emily Rempe.

Amy E. Daly, LEED AP will serve as Environmental Scientist. She will assist the team in environmental permitting, assessments, and mitigation required for any project under this contract.

KEY PERSONNEL	ROLE	PROJECTED AVAILABILITY
Thomas J. Galloway, PSM	Principal-In-Charge	55%
Paul J. Katrek, PSM	Project Manager	60%
Randall "Randy" L. Roberts, PSM	QA/QC Manager	70%
William B. Tamm, CSTII	Field Crew Manager	75%
John Bach, CSTII	High-Definition Survey Manager	50%
Kevin Scheel, CSTI	CADD	60%
Michael Reigard, CSTI	Field Crew	70%
Lawrence G. Stoffel, CSTI	Field Crew	75%
Emily Rempe	GIS Manager	80%
Amy E. Daly, LEED AP	Environmental	65%

PROJECTS AND EXPERIENCE

CPH provides surveying services to numerous clients. The services performed for these clients range from large to small surveying projects that include, but are not limited to, the services as previously mentioned. CPH realizes the need to establish strong, ongoing relationships with our clients.Through continuing services contracts, we can structure ourselves to manage multiple assignments under a continuing services format and reinforce a commitment to achieving our client's surveying and mapping needs.

CLIENT NAME	SINCE	RELEVANCE TO SCOPE														
		BOUNDARY SURVEYS	ROW SURVEYS	TOPOGRAPHIC SURVEYS	3D SURVEYS	AS-BUILT/RECORD SURVEYS	PLAT REVIEWS	QUANTITY SURVEYS	VERTICAL CONTROL SURVEYS	DRAFTING	HORIZONTAL CONTROL SURVEYS	HYDROGRAPHIC SURVEYS	CONSTRUCTION STAKING	SPECIFIC/SPECIAL PURPOSE SURVEYS	SKETCHES AND DESCRIPTIONS
CITY OF PORT ORANGE	**2007**	X		X	X					X	X			X	X
CITY OF SANFORD	**1958**	X	X	X	X	X	X		X	X	X	X	X		X
CITY OF PALM COAST	**1998**	X	X	X		X	X		X	X	X	X	X	X	X
FLAGLER COUNTY	**2010**	X	X	X						X	X				X
CITY OF CASSELBERRY	**1965**	X	X	X	X	X	X		X	X	X				X
CITY OF OVIEDO	**2012**	X	X	X		X	X		X	X	X				X
PUTNAM COUNTY	**1998**	X	X	X					X	X	X				
VOLUSIA COUNTY SCHOOL BOARD	**1984**	X	X	X	X				X	X	X		X		X
ORANGE COUNTY	**1974**	X		X		X			X	X	X				X
TOHO WATER AUTHORITY	**2006**	X	X	X	X	X			X	X	X				X
CITY OF LAKE ALFRED	**1999**	X	X	X	X		X		X	X	X				X
CITY OF WINTER SPRINGS	**1974**	X		X					X	X	X				
CITY OF LAKE MARY	**1975**	X	X	X	X		X		X	X	X			X	X
SEMINOLE COUNTY	**1975**	X	X	X	X	X	X	X	X	X	X	X	X	X	X





CONTINUING SURVEYING SERVICES CONTRACT - **SANFORD, FL**

CPH has been providing general consulting services to the City of Sanford since 1965, and has been providing ongoing surveying and mapping services to the City since 2001. The team has provided various surveying services for projects that include: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects, and beautification/historic improvement projects. The projects identified below have included services such as boundary and topographic surveys, high-definition 3D Laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, and sketch and descriptions.

Completed Survey Projects:

- Regional Reclaimed Vol-Sanford Interconnect
- Max West Gasification System
- Mill Creek Drainage Basin Improvements
- East Lake Mary Blvd. Segment I - Utility Improvements
- Sanford South Water Resource Center Facility Improvements
- St. John Pkwy. Phase II & III Roadway Project
- Magnolia Avenue Reclaimed Watermain Extension
- Sanford North Water Reclamation Facility Improvements
- Airport Blvd. - Phase III
- East Lake Mary Blvd. Segment II - Utility Improvements
- Cloud Branch Drainage Improvements
- Orlando-Sanford Airport Lift Station & Forcemain Improvements
- "Palmetto Avenue, Valencia Court, and Woodfield Drive Reclaimed Watermain Extensions"
- Sanford Marina Topographic Survey
- Downtown Stormwater Master Plan and Improvements
- 24th Place/Cedar Avenue Sewer Replacement
- Mill Creek Reclaimed Water Storage Tank & Filtration/Pumping Project
- Sanford Beachfront and Jetty Improvements (North Shore/Marina Restabilization Project)
- Continuing Plat Review Services
- St. Johns River Boundary Survey
- East First Street - 3D Laser Survey/Modeling for Historic Streetscape Project
- Pine Ave. Watermain Improvement Project

CITY OF SANFORD FLORIDA

PROJECT PROFILE:

Project Budget: Varies Per Project

Project Length: Since 2001

Funding Source: Client Funded

CLIENT REFERENCE:

City of Sanford
Brady Lessard
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5015
Fax: 407.688.5002
Email: Brady.Lessard@sanfordfl.gov

INNOVATIVE OR COST SAVING SOLUTIONS:

- Use of our HD Laser Scanner to reduce revisiting sites.





CONTINUING SURVEYING SERVICES CONTRACT - **PALM COAST, FL**

CPH has been providing general consulting services to the City of Palm Coast since 1998, and has been providing ongoing surveying and mapping services to the City since 2001. The team has provided various surveying services for projects that include: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects and beautification/historic improvement projects. The projects identified below have included services such as boundary and topographic surveys, high-definition 3D Laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, and sketch and descriptions.

Palm Coast Water Treatment Plant No. 3 - New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water. Plant was designed to facilitate expansion from 3 MGD to 9 MG, and includes chemical storage building (4,500 SF), an operation building designed to include laboratory, training rooms, and administration offices and locker rooms (6,500 SF). The building was designed to accommodate both the water treatment staff as well as future wastewater personnel. *Cost: $17,671,911 | Size: 9 MGD | Year Completed: 2021 (Project Completed in Multiple Phases)*

City of Palm Coast - Citation Parkway Improvements - CPH is providing design for the improvements along Citation Parkway and a portion of Sesame Boulevard. The project area is approximately 0.3 miles long. The project includes extension of Sesame Boulevard to Seminole Woods Boulevard by elimination of the intersection at Citation Parkway and Sesame Boulevard; replacement of the deficient culvert/bridge on Sesame Boulevard; intersection improvements at Citation Parkway and Seminole Woods Boulevard to include the addition of a left turn and a right turn lane; intersection improvements at Citation Parkway and Universal Trail, including the addition of a left turn lane; drainage and utility design; multi-use path/passive linear park along the south side of Sesame Boulevard; and a temporary pedestrian crossing and path from Sesame Boulevard to Seminole Woods Boulevard. *Cost: $1,724,870 | Size: 0.3 Miles | Year Completed: 2021*

City of Palm Coast – Lehigh Trail Trailhead - CPH performed a detailed field review of the site with the City to assess the proposed parking and trailhead improvements. CPH prepared preliminary layouts of the improvements, detailing the parking, trail access, stormwater improvements, utility connections, and other associated elements of the project. CPH assisted the City in coordinating with FPL for the proposed improvements that fall within the FPL easement. *Cost: $2.3 Million | Size: 14 Acres | Year Completed: 2021*

PROJECT PROFILE:

Project Budget: Varies Per Project

Project Length: Since 1998

Funding Source: Client Funded

CLIENT REFERENCE:

City of Palm Coast
Bill Eldredge, Broadband Manager
160 Lake Avenue,
Palm Coast, FL 32164
Phone: 386.986.3757
Email: Beldredge@palmcoastgov.com

INNOVATIVE OR COST SAVING SOLUTIONS:

- Use of our HD Laser Scanner to reduce revisiting sites.





ONGOING CONSULTING SERVICES – TOHO WATER AUTHORITY - **KISSIMMEE, FL**

In conjunction with ongoing utility projects for Toho Water Authority, the team has provided various surveying services for projects that include pipeline replacements/ relocations. The projects identified below have included services such as boundary surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, and sketch and descriptions.

Lift Station By-Pass Pumps - CPH to perform 12 Boundary and Topographic Surveys for multiple Toho Lift Stations that included: LS-94P Hatchineha, LS-4P Broadmoor East, LS-30 Renee Terrace, LS-79 Orange Lakes, LS-143 Champions Gate, LS-26P Peabody Rd., LS-63 Solivita Bell Shorehaven, LS 89-729 Barcelona Station, LS-39P Isles of Bellalago, LS-17P San Remo North, and LS-27P Monterey North. *Cost: $48,862 | Size: 12 Lift Station Sites | Year Completed: Ongoing*

N. Poinciana Blvd. Roadway Repair - CPH is in the process of collection of topographic data preconstruction with a high-definition laser scanner within a 14,000 SF area with an accuracy of 0.02 inches of the completed asphalt pavement restoration area, and documenting the surface of the roadway with topographic data at a 5' grid. CPH will also field-recover horizontal and vertical control, reference horizontally and vertically two control points & benchmarks, create a horizontal and vertical control network outside the project area, and prepare a spreadsheet of the 560 elevations (5 ft grid of 200 x 70 ft observation area). CPH will collect topographic data post construction with a high definition laser scanner to be performed at the same time of year and at the same time of day to minimize the effects of temperature changes in the asphalt. The temperature will be noted in the field notes during the preconstruction scan, and topographic data will be collected post-construction, with five yearly scans for the warranty period within the 14,000-SF area for comparison to the Base Line Study. CPH will revise the existing spreadsheet to include the 560 post construction elevations (5 ft grid of 200 x 70 ft observation area) within the area. *Cost: TBD | Size: 14,000 SF | Year Completed: Ongoing*

Payment Kiosks at Mann Street & Country Club Road - CPH performed a Boundary and Topographic Survey of a portion (1.2± acres) of Tract "E" and all of Tract "F", Poinciana Neighborhood 1 – Village 3, as recorded in Plat Book 52, Pages 8 through 18, Public Records of Polk County, Florida. *Cost: $7,250 | Size: 1.2 Acres | Year Completed: Ongoing*

Toho Water Authority

PROJECT PROFILE:
Project Budget: Varies Per Project

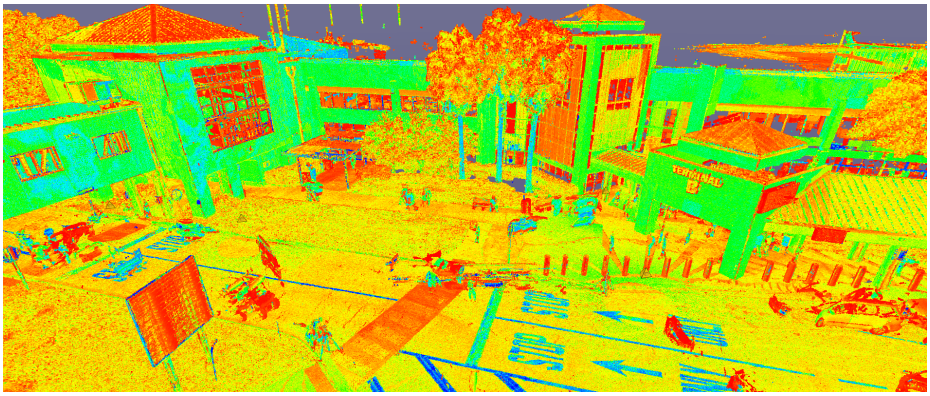
Project Length: Since 2006

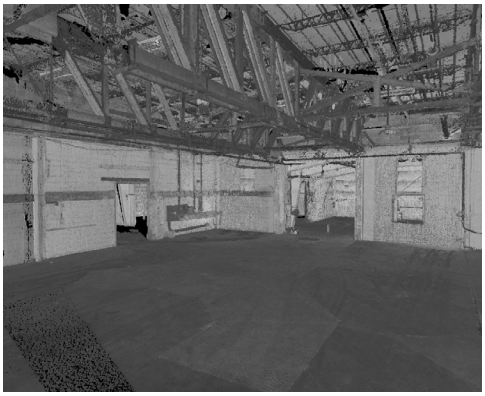
Funding Source: Client Funded

CLIENT REFERENCE:
Tohopekaliga Water Authority
George H. Eversole, Jr.
Phone: 407.944.5000
Email: geversole@kissimmee.org

INNOVATIVE OR COST SAVING SOLUTIONS:

- Use of our HD Laser Scanner to reduce revisiting sites.





ORLANDO SANFORD INTERNATIONAL AIRPORT TERMINAL EXPANSION - **SANFORD, FL**

CPH recently provided architectural and engineering services for the Orlando Sanford International Airport's terminal expansion/renovation project to support the current growth of passenger traffic which rose from 2 million passengers in 2013 to over 3 million passengers in 2018. The $60 million expansion/renovation includes many passenger-oriented improvements including a consolidated ticketing and screening, covered passenger drop off areas, curbside check-in, and the addition of four new gates and apron. Access improvements to the terminal area also included with the addition of a new traffic signal to support the new entrances to terminal parking lots which will reduce the amount of vehicular traffic in front of the terminal. All improvements were performed while the existing terminal stays in operation and the design required phasing and coordination with terminal management, airlines, and concessionaires. Additional coordination was required with Transportation Security Administration (TSA) on the new consolidated screening area, U.S. Customs and Border Patrol (CBP) for the Federal Inspection Station (FIS) improvements, and the Federal Aviation Administration (FAA) for the gates, aprons, and vertical improvements.



PROJECT PROFILE:

Project Budget: $60.4 Million

Project Length: 2018 - 2021

Funding Source: Client Funded

CLIENT REFERENCE:

Sanford Airport Authority
George D. Speake, Jr., A.A.E.,
Executive Vice President/COO, Airport Security Coordinator
1200 Red Cleveland Blvd,
Sanford, FL 32773
Phone: 407.247.1212
Email: Gspeake@osaa.net

INNOVATIVE OR COST SAVING SOLUTIONS:

- Use of our HD Laser Scanner to reduce revisiting sites.

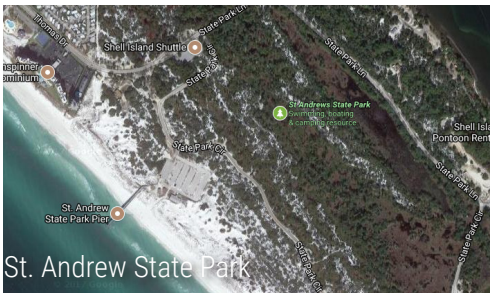

Honeymoon Island Trail


Lake Osprey Fishing Pier

CONTINUING SURVEYING SERVICES CONTRACT – FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - **VARIOUS LOCATIONS, FL**

CPH has been providing professional services to FDEP since 2014 for Transportation, Utility, Surveying, and Environmental services. We have a vested interest in providing FDEP high quality, responsive surveying and mapping services. Some projects completed for FDEP are identified below:

- Dagny Johnson Restroom Replacement
- Yellow Bluff ADA Parking Lot Improvements
- Camp Helen
- William J Rish Park Site & Campground Improvements
- Fort Zachary Taylor State Park Administration Building Replacement
- DeLeon Springs Park Residence Reno
- Road Paving and Legacy Trail Connection, Oscar Sherer State Park
- Lake Osprey Fishing Pier, Oscar Sherer Stat Park
- Weeki Wachi Headspring Erosion Control
- Blue Spring State Park- ADA Board
- Loreshan State Park Boat Ramp Project
- St. Andrews State Park Campground Reinvestment
- Honeymoon Island State Park North Beach Parking Lot Repair
- Honeymoon Island State Park Bike Trail Extension



St. Andrew State Park

PROJECT PROFILE:

Project Budget: Varies Per Project

Project Length: Varies Per Project

Funding Source: Client Funded

CLIENT REFERENCE:

Florida Department of Environmental Protection
Theresa R. Carron, Project Manager
Bureau of Design and Construction
Phone: 850.245.2721
Email: Theresa.Carron@FloridaDEP.gov

INNOVATIVE OR COST SAVING SOLUTIONS:

- Use of our HD Laser Scanner to reduce revisiting sites.





CONTINUING SURVEYING SERVICES CONTRACT – VOLUSIA COUNTY SCHOOLS - **VOLUSIA COUNTY, FL**

CPH has been providing surveying services to Volusia County Schools since 2002. The team has provided various surveying services for projects that include: New schools, additions/remodels, stormwater improvements and roadway improvements. The projects identified below have included services such as: Boundary and topographic surveys, high-definition 3D Laser surveys, establishing limits of construction, basic/advanced field survey work, calculations, document preparation, and sketch and descriptions.

Complete Survey Projects:

- Southwest Middle School Driveway Survey
- Galaxy Middle School Driveway Survey
- Osteen Elementary Offsite Water Main & Force Main
- Osteen Elementary Drainage Improvements
- Osteen Elementary Off-Site Lift Station/Force Main
- Starke Elementary School
- Spruce Creek Elementary - Boundary Survey
- New Smyrna Beach Middle School Topographic Survey
- East Deland Elementary School
- Debary Elementary School - Survey Services
- Deltona Middle School - Survey Services
- Pine Ridge High School - Survey Services
- George Marks Elementary School - Survey Services
- DeLand Transportation Warehouse
- Pierson Elementary School - Survey Services
- Enterprise Elementary School - Survey Services
- DeLand High School - Survey Services



PROJECT PROFILE:

Project Budget: Varies Per Project

Project Length: Varies Per Project

Funding Source: Client Funded

CLIENT REFERENCE:

Volusia County Schools
Facilities Construction Supervisor
David Laver
3750 Olson Drive
Daytona Beach, FL 32714
Phone: 386.956.0702
Email: dslaver@volusia.k12.fl.us

INNOVATIVE OR COST SAVING SOLUTIONS:

- Use of our HD Laser Scanner to reduce revisiting sites.

TIME, BUDGET AND QA/QC

METHODS AND CONTROLS TO BE UTILIZED TO BALANCE AND MAINTAIN QUALITY, SCHEDULE AND BUDGET

CPH is uniquely qualified to provide general surveying services for projects assigned by the City of Port Orange. The team will be led by Thomas J. Galloway, PSM, and Paul J. Katrek, PSM. They will serve as the City's immediate contacts and will coordinate all projects and activities as the primary liaisons for the City and CPH.

The team, located in our Headquarters office, includes surveyors, engineers, designers, environmental scientists, and administrative personnel. CPH is currently finishing surveying services for other clients, but is actively seeking work for office staff. As a result, our staff is available and has the capacity to perform projects as they are assigned, and CPH is committed to meeting budget and schedule requirements. Keys to the success of projects include:

- Open lines of communication
- Knowledgeable team members
- Local and available staff
- Monthly project meetings
- Weekly internal meetings with project manager and design teams
- Technical Review Committee that will assist in quality assurance and control

Authority for a particular project is delegated to the Project Manager for execution of the project work. A project team having previous experience on similar projects is assembled with leadership from the Project Manager. The Project Manager is the coordinator and point of contact person for the project, and is involved in all aspects of the project from start to finish. Normally, one Project Manager is assigned specifically to the project with assistance provided by others in areas of specific expertise. The Project Manager provides and coordinates with personnel and other consultants.

Initially, the members of the team are assembled and briefed on the scope of the project, the budget, and possible constraints. This initial meeting is used to establish the basic project approach, to establish the direction of the work, and to give all members of the team an opportunity to visualize the whole project. Once the objective is established, the tasks are assigned to each team member and input from the team is solicited. Project approach is discussed and the format for production is determined (e.g., AutoCAD, coordination with subconsultants, etc.). CPH typically works with Microsoft Office and the latest version of AutoCAD, but also routinely works within ArcGIS and can produce documents in Adobe.pdf format.

All projects are reviewed throughout the surveying phase. After the survey team is assembled and the initial team meeting is held, an internal review meeting is held with at least one of the firm Principals and one or more Project Managers. These individuals are not personally involved with the project, but are utilized to provide a fresh, outside view to the project approach. The project team presents the project to review team members for their evaluation. With regard to coordination methods, we have an excellent record with our clients. Project quality is of utmost importance to us and is not sacrificed due to time constraints or workload.

CPH's survey services are carefully budgeted at the beginning of the project. We attempt to divide the job into its various tasks and estimate amounts of labor and expenses needed for each. We have an in-house computerized cost control system capable of providing the Project Manager with current job costs, as obtained through entry of weekly time sheets. The original budget is used as a guide to determine progress and efficiency by checking hours expended versus hours budgeted. The budget is also used to plan the needed level of manpower to complete the job on time.

In addition to survey and mapping personnel, the team has the added value of having on-staff licensed GIS and Environmental staff that can assist with projects from various perspectives. With experienced personnel that have provided surveying services for over 30 years, this enables us to review the project from the necessary view points. In addition, the licensed staff review projects and provide "real-time" cost estimates throughout the duration of the project.

Our Independent Quality Assurance Program will be led by Mr. Randall L. Roberts, PSM. Mr. Roberts has over 48 years of experience and has an excellent working knowledge of various technologies and survey techniques. This QA/QC Manager will monitor the program for quality assurance in accordance with the contract.

EQUIPMENT AND SOFTWARE

CPH's commitment to quality and on-time projects includes team members staying abreast of the latest technology and capabilities. Staff interchanges information electronically with engineering firms, architectural firms, planning firms, and clients. Surveying and drafting functions are thoroughly computerized using AutoCAD drafting and associated programs, as well as general spreadsheet programs.

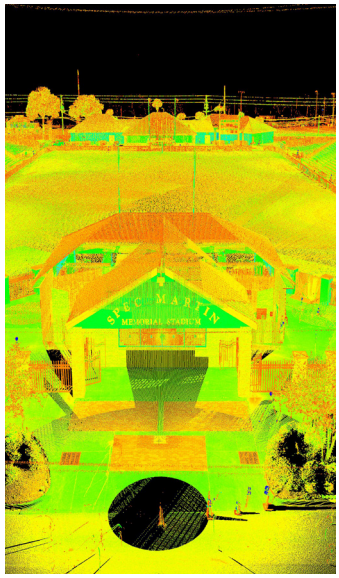
- ✓ Wide Area Networks - VPN via Cisco Routers
- ✓ High Speed Internet Access
- ✓ Windows Exchange Server
- ✓ High Speed e-mail, FTP, and WEB services on-line
- ✓ 10/100 Ethernet LANs in all offices
- ✓ Microsoft Office Professional
- ✓ Powerful large format printing capabilities in all offices
- ✓ High Security and Virus protection company-wide
- ✓ Autodesk AutoCAD 2023, Autodesk Civil 3D 2023, Autodesk Revit 2015, 2016, 2017, 2018, 2019
- ✓ Arc GIS, Microstation, Autoturn 7, Land Desktop 3, Microstation, Autoturn 7
- ✓ WaterCAD, Ponds, Advanced Inter Connected Pond Routing (ICPR), Hydraflow, Modret, ArcView, MColor and many others
- ✓ Topcon GPT-2005 Total Station with prism/non prism feature
- ✓ Topcon GPT-3005 Total Station with prism/non prism feature
- ✓ Topcon AT-G4 Automatic Levels
- ✓ Topcon Recon 200C w/64MB Field computers with Survey Pro software
- ✓ FDOT approved setup for traffic cones, traffic signs, survey vests and hardhats
- ✓ Geopack
- ✓ Building Energy Modeling and Cooling Loads: Energy Guage (Florida Energy Code Compliance: FLACOM); Comcheck; Carrier Hap; Wrightsoft
- ✓ Electrical Power System Analysis: eTAP – Short Circuit Fault Current Calcs; Arc Flash (NFPA 70E); Power System Coordination Studies
- ✓ Fire Protection: Elite Fire Sprinkler Hydraulic Calcs
- ✓ RISA-3D
- ✓ RISA Connection
- ✓ TEDDS
- ✓ HILTI PROFIS Anchor
- ✓ MathCAD
- ✓ Leica HDS ScanStation2 Laser Scanner
- ✓ Leica Truview software
- ✓ Leica Scanstation P40s (Qty 3)
- ✓ Leica BLK360s (Qty 2)
- ✓ Leica RTC360 (Qty 1)













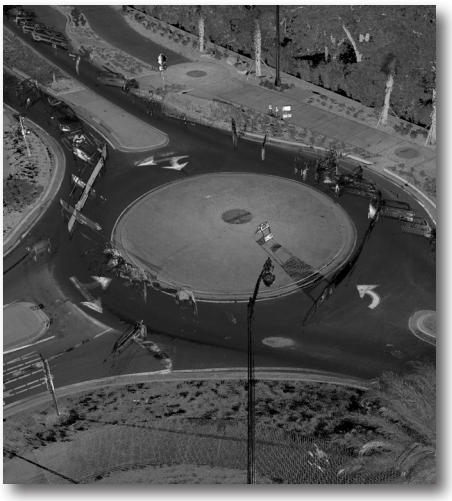
REFERENCES/CUSTOMER LISTING

We have worked with many of our clients for more than 42 years. We encourage the City to reach out to our listed references below.

Client	Project Name
CITY OF SANFORD (SINCE 1958, ONGOING) Brady Lessard P.O. Box 1788 Sanford, FL 32772-1788 Phone: 407.688.5015 Email: Brady.Lessard@Sanfordfl.gov	• US 17-92 RiverWalk, Phase II-III (FDOT LAP) • Sanford City Hall - Breezeway Addition/Renovation • Sanford Utilities Building • Sanford Public Works - Operations and Emergency Response Facility
CITY OF EDGEWATER (SINCE 1985, ONGOING) Brenda L. DeWees P.O. Box 100, 104 N. Riverside Drive, Edgewater, FL 32132-0100 Phone: 386.424.2476 Email: bdewees@cityofedgewater.com	• City Clerk Office Building • YMCA Retrofit • Peer Plat Reviews
MONROE COUNTY (SINCE 2015, ONGOING) Cary Vick, Project Manager 1100 Simonton Street, Room 2-216 Key West, FL 33040 Phone: 305.295.4339 Email: vick-cary@monroecounty-fl.gov	• Monroe County Fire Station - Cudjoe Key • Monroe County - Marathon Tax Collector Seawall • Monroe County - Harry Harris Park Jetty and Wilinson's Point
PASCO COUNTY (SINCE 2020, ONGOING) Cynthia Riviera, Senior Project Manager 4111 Land O' Lakes Blvd., Ste. 107 Land O' Lakes, FL 34639 Phone: 813.929.2721 Email: crivera@pascocountyfl.net	• Pasco County Facilities & Maintenance Central Office and Warehouse • Pasco County On-Going Professional Architectural, Engineering and Related Services • Anclote River Park - Complete Design
CITY OF WILDWOOD (SINCE 2019, ONGOING) Mr. Jeremy Hackenbury, Public Works Director 743 Huey Street, Wildwood, FL 34785 Phone: 352.330.1343 Email: jhockenbury@wildwood-fl.gov	• City Hall Emergency Structural Assessment for the City of Wildwood • Wildwood - City Hall Annex Remodel • Wildwood - Historic Baker House Restroom Addition
VOLUSIA COUNTY SCHOOLS (SINCE 2002, ONGOING) David Laver, Facilities Construction Supervisor 3750 Olson Drive Daytona Beach, FL 32714 Phone: 386.956.0702 Email: dslaver@volusia.k12.fl.us	• Southwest Middle School Driveway Survey • Galaxy Middle School Driveway Survey • Osteen Elementary Offsite Watermain & Forcemain
CITY OF OVIEDO (SINCE 1965, ONGOING) Mr. Bobby Wyatt, P.E., Dir. Of Public Works 400 Alexandria Blvd Oviedo, FL 32765 Phone: 407.971.5648 Email: bwyatt@cityofoviedo.net	• Southwest Well Field Project • Reclaimed Water System • Topographic Survey of the Sugarberry Ditch Project
SEMINOLE COUNTY SCHOOLS (SINCE 2014, ONGOING) Joan Van Sickle, Project Manager 400 E. Lake Mary Blvd, Sanford, FL Phone 407.320.0067, Cell: 321.615.5504 Email: vansijz@scps.k12.fl.us	• Geneva Elementary Driveway Loop • Seminole County Public Schools, Seminole County, Florida (SCPS) Stenstrom Elementary • Seminole County Public School – Bleacher, Grandstand and Goal Post Observation Report

COMPLETING PROJECTS ON TIME AND WITHIN BUDGET

CPH has ample staff available to perform projects on time and within budget for the City of Port Orange. The team has extensive in-house capabilities to take on multiple projects and provide a variety of services concurrently to ensure quality and on-time projects.



US 17-92 RIVERWALK, PHASE II - III (FDOT LAP)

ORIGINAL DESIGN COST:
$626,289

FINAL DESIGN COST:
$626,289

ORIGINAL CONSTRUCTION COST:
$7.2 Million (Phase II)
$25.6 Million (Phase III)

FINAL CONSTRUCTION COST:
$6,835,694 (Phase II)
$25.6 Million (Phase III)

ORIGINAL CONSTRUCTION COMPLETION DATE:
02/2015 (Phase II)
06/2021 (Phase III)

ACTUAL CONSTRUCTION COMPLETION DATE:
02/2015 (Phase II)
06/2021 (Phase III)

EAST CENTRAL REGIONAL RAIL TRAIL (ECRRT) (FDOT LAP)

ORIGINAL DESIGN COST:
$707,645

FINAL DESIGN COST:
$707,645

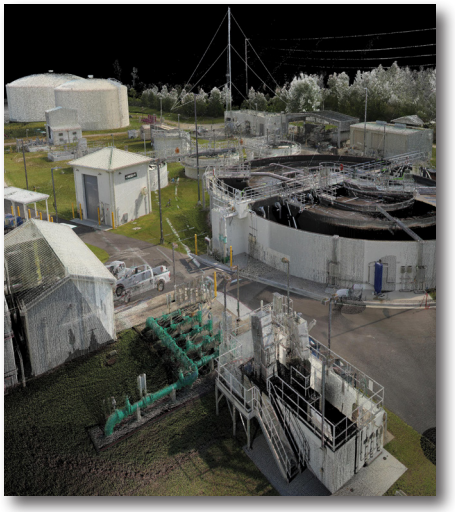
ORIGINAL CONSTRUCTION COST:
$3,865,883

FINAL CONSTRUCTION COST:
$3,865,883

ORIGINAL CONSTRUCTION COMPLETION DATE:
06/2021

ACTUAL CONSTRUCTION COMPLETION DATE:
06/2021





SOUTHWEST REGIONAL WASTEWATER RECLAMATION FACILITY NUTRIENT REDUCTION AND EXPANSION PROJECT

ORIGINAL DESIGN COST:
$641,500

FINAL DESIGN COST:
$641,500

ORIGINAL CONSTRUCTION COST:
$12,100,000

FINAL CONSTRUCTION COST:
$12,100,000

ORIGINAL CONSTRUCTION COMPLETION DATE:
12/2017

ACTUAL CONSTRUCTION COMPLETION DATE:
12/2017

QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING



TAB C - QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING

ORGANIZATIONAL CHART

CPH has assembled a vastly diverse and highly qualified team with extensive experience in all discipline areas requested by the City of Port Orange. Our team has the capabilities and expertise to complete the "Professional Surveying Services - RFSQ #23-17" contract successfully. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy, as well as project roles and responsibilities in relation to the City's scope of services.



STAFF EXPERIENCE AND RESUMES

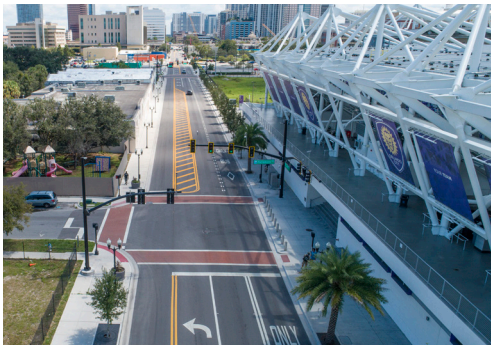
NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
THOMAS J. GALLOWAY, PSM **PRINCIPAL-IN-CHARGE** 33 YEARS	• Surveying and Management • Highway Projects • Land Development • Commercial and Private Projects • Municipal Projects • Park Improvements Projects	• W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Winter Garden Reclaimed Water Plant	• B.S. in Surveying and Mapping, University of Florida • Professional Surveyor & Mapper - FL (No. 6549) • NCEES Council (No. 1291)
PAUL J. KATREK, PSM **PROJECT MANAGER** 31 YEARS	• Surveying and Management • Highway Projects • Land Development/Commercial and Private Projects • Municipal Projects	• Sanford 1st Street Streetscape Improvements (FDOT LAP) • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Area IV Well Outfitting and Raw Water Transmission Main	• A.S. in Architecture & Building Technology, Daytona Beach Community College • Professional Surveyor & Mapper - FL (No. 6233) • NCEES Record (No. 1342)
RANDALL "RANDY" L. ROBERTS, PSM **QA/QC MANAGER** 49 YEARS	• Surveying and Management • Highway Projects • Land Development / Commercial and Private Projects • Municipal Projects • Subdivision Plats and Lot Surveys • Sectional Retracement	• Area IV Well Outfitting and Raw Water Transmission Main • Sanford North WRF Reclaimed Water Augmentation System • Sanford 1st Street Streetscape and Gateway Improvements	• Honor Graduate of University of Florida Surveying Program, College of Engineering • Professional Surveyor & Mapper - FL (No. 3144)
WILLIAM B. TAMM, CST II **FIELD CREW MANAGER** 30 YEARS	• Surveying and Management • Highway Projects • Land Development/Commercial and Private Projects • Municipal Projects • Field Operations	• Area IV Well Outfitting and Raw Water Transmission Main • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • SR 46 Utility Relocations	• A.A., Seminole Community College • Coursework towards B.A. in Environmental & Civil Engineering, University of Central Florida • Certified Survey Technician NSPS-ACSM, Certification No. 0307-2876, Level II • Intermediate Maintenance of Traffic • OSHA - Construction Safety & Health • First Aid/CPR • 3D - Driver Instructor

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
JOHN BACH, CST II **HIGH-DEFINITION SURVEY MANAGER** 17 YEARS	• Surveying • Highway Projects • Land Development/Commercial and Private Projects • Municipal Projects • 3-Dimensional Survey Projects • Elevations & Cross-Sections	• Sanford 1st Street Streetscape and Gateway Improvements • Spec Martin Stadium Design Criteria Package • US 17-92 Riverwalk, Phase II & III (FDOT LAP)	• Drafting and Design Technologies, 4 Years • Coursework towards A.S. Degree, Seminole Community College • Certified Survey Technician NSPS-ACSM, Certification No. 0408-3522, Level II
KEVIN SCHEEL, CST I **CADD** 21 YEARS	• Surveying • Land Development/Commercial and Private Projects • Municipal Projects • Location & Recovery of Sectional Work • High Definition Laser Scanning	• Seminole County US17/92 CRA Stormwater Master Plan • City of Sanford's Water Treatment Plant No. 2 – Disinfection By-Product Reduction Improvements • Powell Adams Road Rural to Urban Final Design	• Certified Survey Technician NSPS-ACSM, Certification No. 0307-2100, Level I • Intermediate Maintenance of Traffic • OSHA - Construction Safety & Health • First Aid/CPR
MICHAEL REIGARD CST I **FIELD CREW** 20 YEARS	• Surveying • Land Development/Commercial and Private Projects • Municipal Projects • Location & Recovery of Sectional Work • High Definition Laser Scanning	• Belle Terre Parkway Four-Laning • Sanford 1st Street Streetscape and Gateway Improvements • Pump Branch Ditch Enclosure	• Certified Survey Technician NSPS-ACSM, Certification No. 0307-2879, Level I • Intermediate Maintenance of Traffic • OSHA - Construction Safety & Health • First Aid/CPR
LAWRENCE G. STOFFEL CST I **FIELD CREW** 20 YEARS	• Surveying • Land Development/Commercial and Private Projects • Municipal Projects • Location & Recovery of Sectional Work • High Definition Laser Scanning • Robotic Survey Equipment	• Area IV Well Outfitting and Raw Water Transmission Main • US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Sand Pond Road and Skyline Drive	• A.A. in Computer Science, Brown College

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
EMILY REMPE **GIS MANAGER** 06 YEARS	• Comprehensive building permit due diligence research • Site Investigation Report research • Demonstrated experience with municipal review processes • Effective communication with municipalities to coordinate an efficient plan review	• US 17-92 Riverwalk, Phase II & III (FDOT LAP) • Melching Field Stadium Renovations – Design Criteria Package • West Leesburg Neighborhood Resource Center Project	• B.A. Anthropology, University of Central Florida
AMY E. DALY, LEED AP **ENVIRONMENTAL** 30 YEARS	• Project Management • Ecological Assessments • Environmental Permitting • Mitigation Program Design • Wetland Delineation • Land Management • Consumptive Use Permitting • Functional Assessments • Water Quality Monitoring • Wildlife Assessment, Management, & Permitting	• US 17-92 Riverwalk, Phase II & III (FDOT LAP) • SR-50 Utility Relocation Project (FDOT JPA) • Midway Utilities Replacement – Phase 1, Seminole County	• M.B.A., FMU, Summa Cum Laude • B.S. in Biological Sciences, Florida State University • U.S. Army Corps of Engineers Wetland Delineator • Florida Unified Mitigation Methodology Course • Qualified Stormwater Management Inspector • Prescribed Burner • Authorized Gopher Tortoise Agent (No. GTA-09-00145) • LEED Accredited Professional
LUIZ CORTES, PSM, CP (SAM) **AERIAL PHOTOGRAMMETRY** 32 YEARS	• High density LiDAR dataset collected with Manned and Unmanned Aircrafts • Mobile Vehicles and Terrestrial Scan • Traverse • Leveling • GPS survey • Using total stations • RTK • Static • VRS methods	• SR8 (I-10) – I-10 /West of SR 85 to Antioch Rd. (FDOT D3), Okaloosa County, FL • NCCGIA, Statewide Orthoimagery Program, Various Counties, NC • Silicon Ranch, LLC ALTA and Topographic Survey, Snipeville, GA	• BS, Engineering, University of State of Rio de Janeiro • Professional Surveyor & Mapper, Florida (No. 7197) • SCPPS - Professional Photogrammetric Surveyor, South Carolina (No. 23654) • NCPLS - Professional Land Surveyor, North Carolina (No. L-5077) • VASP - ASPRS Surveyor Photogrammetrist, Virginia (No. 0408000145) • CP - Certified Photogrammetrist, Nationwide (No. 1546)
CHRIS STOCKTON (SAM) **AERIAL PHOTOGRAMMETRY** 24 YEARS	• Project Management • Controlling Estimates • Proposal and Contract Drafting • Scheduling • Problem Solving • Budget Compliance • Flight Planning • Final Project Reports	• Orlando Sanford Airport, Sanford, FL (CPH) • Saddlebag Lake HD-LiDAR Mapping, Lake Wales, FL (CPH) • Brevard County - South Central WRF, Melbourne, FL (CPH)	• Bachelor of Science in Geography from California State University in Fresno, CA

NAME / ROLE / YEARS OF EXPERIENCE	KEY SKILLS / QUALIFICATIONS	RECENT RELEVANT EXPERIENCE	EDUCATION / LICENSES
MATT THOMAS (SAM) **AERIAL PHOTOGRAMMETRY** 16 YEARS	• Land Surveying • Geospatial Engineering • Topographic Surveys • Route Surveys • ALTA/ACSM Land Title Surveys • Geodetic Control • Gis Data Acquisition • Faa Obstruction Surveys • As-Built Surveys • High Definition Surveys	• GDOT I-285 Top End Express Lanes; Cobb, Fulton, & DeKalb Counties, GA • Low Country Rapid Transit Design Mapping; Charleston, South Carolina • TxDOT 2020 Bridge Clearance Program; Statewide, Texas	• BS, Land Surveying and Geomatics Engineering, Purdue University • BS, Civil Engineering, Purdue University • RPLS – Registered Professional Land Surveyor, Texas (No. 6801) • LS – Land Surveyor, Indiana (No. LS21300002)
M. SCOTT SOWARDS, GPRT (SOUTHEASTERN) **UNDERGROUND UTILITY DESIGNATION** 33 YEARS	• Subsurface Utility Engineering • Coordinating • Estimating • Managing • Administrating Utility Projects • Design Relocation • Planning Utility Mapping Projects For Conflict Verification • Coordinating	• North Indian River Drive Shoreline & Master Plan • Seminole Lift Station and Demolition of Bayview Lift Station • Industrial Drive Drainage, Utility and Roadway Improvements	• Bachelors in Science in Telecommunications College • Ground Penetrating Radar • Florida Department of Transportation Temporary Traffic Control • Confined Space Entry Awareness
JON M. ARNETT, GPRT (SOUTHEASTERN) **UNDERGROUND UTILITY DESIGNATION** 17 YEARS	• Surveying and Mapping • Subsurface Utility Engineering • Coordinating Utility Projects • Estimating Utility Projects • Administrating Utility Projects	• Westside Regional WRF IPS & Headworks • Heineman Street Ground Storage Tank and Pump Station • Saxon Boulevard & Providence Boulevard: Traffic Signal	• Ground Penetrating Radar • Florida Department of Transportation Temporary Traffic Control • OSHA Safety Course • Confined Space Entry Awareness
BRENT W. BASS, PE, PSM (DRMP) **MOBILE LIDAR** 12 YEARS	• Project Manager • Laser Scanning • Mobile LiDAR • Static LiDAR • Gps Control Networks • First Order Control Networks • Right-Of-Way Mapping And Topographic Surveys	• SR A1A from Milsap Road to SR 40, FDOT District Five, Volusia County, Florida • Continuing Services Contract C-A024, FDOT District Five, Various Counties, Florida • SR 500 Resurfacing from East of SR 44 to Lincoln Avenue, FDOT District Five, Lake County, Florida	• Bachelor of Science in Construction Engineering and Management, North Carolina State University, 2010

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1. W. CENTRAL BLVD. SANITARY SEWER REPLACEMENT AND STREETSCAPE DESIGN/BUILD - 0.55-mile streetscape associated with the Orlando City Soccer MLS Stadium. Complete roadway reconstruction including underlying brick roadway salvaging. Landscape/hardscape design including lighting/electrical design. Upsizing the sanitary sewer from an 8-in. line to a 21-in line. Undergrounding OUC Power and Communication (including the Duct Bank design). Extensive utility coordination. Coordination with FDOT/SGL to have concurrent Maintenance of Traffic Plans for work within the Ultimate I-4 Construction project. Permitting with FDOT/SGL, SJRWMD, and FDEP.

2. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

3. WINTER GARDEN RECLAIMED WATER PLANT - CPH utilized the High-Definition 3D Laser Scanner to collect Point Cloud data that was used to create a Topographic Survey. Also, the Point Cloud data collected was used to create detailed drawings of pump houses, contact chambers, water silos, digester tanks, buildings, etc. High-definition pictures were also produced using the High-Definition 3D Laser Scanner, which provides a 360-degree high-resolution image of the entire site.



THOMAS J. GALLOWAY, PSM

PRINCIPAL-IN-CHARGE

Years of Experience: 33

Years with CPH: 22

Education:
B.S. in Surveying and Mapping, University of Florida

Licenses & Certifications:
Professional Surveyor & Mapper - FL (No. 6549)
NCEES Council (No. 1291)

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development
- Commercial and Private Projects
- Municipal Projects
- Park Improvements Projects

Overview: Mr. Galloway has more than 33 years of experience in the surveying and mapping profession and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally, he has been personally involved in over 2,500 surveys while at CPH.

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1. SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS - Streetscape design package for a six-block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP-funded and extensive coordination with FDOT.

2. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

3. TITUSVILLE AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - CPH performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100 ft along with spot elevations at structures and changes in grade. Wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.



PAUL J. KATREK, PSM

PROJECT MANAGER

Years of Experience: 31

Years with CPH: 17

Education:
A.S. in Architecture & Building Technology, Daytona Beach Community College

Licenses & Certifications:
Professional Surveyor & Mapper - FL (No. 6233)
NCEES Record No. 1342

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects

Overview: Mr. Katrek has more than 31 years of experience in the surveying and mapping profession. His experience ranges from working in the field and office on small to large development projects, to serving as an Instrument man, Party Chief/Survey CADD Technician, Project Manager and Survey manager. Mr. Katrek is proficient in the use of computer software programs and field equipment such as: AutoCAD Land Development Desktop, TDS-Data Collection hardware and software, Topcon & Leica total stations, Trimble Post Processing Software, Leica GPS Equipment, and C & G Software.

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1. TITUSVILLE AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - CPH performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100 ft along with spot elevations at structures and changes in grade. Wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.

2. SANFORD NORTH WRF RECLAIMED WATER AUGMENTATION SYSTEM - The reclaimed water augmentation facility has a design capacity of 7.3 MGD. Assisted the City in obtaining low-interest construction loans through the SRF program as well as a matching grant from the US EPA. The final augmentation system improvements include the following improvements: Lake Water Pumping Station and screening facilities, 15 deep-bed, continuous backwashing, upflow tertiary filters, 2.0 MG reclaimed water ground storage tank, SCADA system improvements, ancillary filtration and chemical feed equipment involving the installation of two, 4.0 MGD ACTIFLO Treatment Units.

3. SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS - Streetscape design package for a six-block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP-funded and extensive coordination with FDOT.



RANDALL “RANDY” L. ROBERTS, PSM

QA/QC MANAGER

Years of Experience: 49

Years with CPH: 19

Education:
Honor Graduate of University of Florida Surveying Program, College of Engineering

Licenses & Certifications:
Professional Surveyor & Mapper - FL (No. 3144)

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development / Commercial and Private Projects
- Municipal Projects
- Subdivision Plats and Lot Surveys
- Sectional Retracement

Overview: Mr. Roberts has more than 49 years of experience and serves the firm of CPH as a Quality Control Survey Manager. Prior to joining CPH, he worked in the Central Florida area and performed boundary, topographic, route, mortgage and as-built surveys, along with preparing subdivision plats, wetland location and FEMA elevation certificates. Mr. Roberts also has experience with utility route surveys including the following: Lake Bryan 69kv line for Florida Power Corporation transmission line through 7 miles in Orange County; and Altamonte 115kv line for Florida Power Corporation transmission line through 11 miles in Seminole County.

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1. TITUSVILLE AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - CPH performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100 ft along with spot elevations at structures and changes in grade. Wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.

2. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

3. SR 46 UTILITY RELOCATIONS - CPH provided design, permitting, and CEI services for the relocation of existing utilities along a 2.7-mile stretch of SR 46 between Mellonville Ave. and SR 415. The overall project included 10,100 ft of new 12-inch water main; 675 ft of new 6-10-inch water main; 4,200 ft directional drill 12-inch water main; 8,100 ft of new 6-8-inch force main; 900 ft directional drill 6-8-inch force main; 1,590 ft of new 10-inch sanitary sewer and manholes; 2,350 ft of new 20-inch reclaimed water main; one new Master Meter Assembly; and the removal of approximately 26,900 ft of existing water main, force main, sanitary sewer, and reclaimed water main.



WILLIAM B. TAMM, CSTII

FIELD CREW MANAGER

Years of Experience: 30

Years with CPH: 20

Education:
A.A., Seminole Community College
Coursework towards B.A. in Environmental & Civil Engineering, University of Central Florida

Licenses & Certifications:
Certified Survey Technician NSPS-ACSM, Certification No. 0307-2876, Level II
Intermediate Maintenance of Traffic
OSHA - Construction Safety & Health
First Aid/CPR
3D - Driver Instructor

Key Skills / Qualifications:
- Surveying and Management
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- Field Operations

Overview: Mr. Tamm, with more than 30 years of experience, serves the firm of CPH in the capacity of a Field Crew Coordinator. His experience includes, performing boundary, topographic, tree, as-built and mortgage surveys. Mr. Tamm also has experience in construction layout, wetland location and FEMA Elevation Certificates.

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1. SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS - Streetscape design package for a six-block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP-funded and extensive coordination with FDOT.

2. SPEC MARTIN STADIUM DESIGN CRITERIA PACKAGE - Selected by the City of DeLand for the Spec Martin Stadium Improvements Design/Build Criteria Package. The project required the development of the design/build criteria package and professional services to assist the City during the selection process. Included a new press box, training room, and locker room additions. The stadium will be used by the local high school as well as Stetson University; therefore, the stadium improvements were designed to meet collegiate-level demands.

3. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.



JOHN BACH, CSTII

HIGH-DEFINITION SURVEY MANAGER

Years of Experience: 17

Years with CPH: 17

Education:
Drafting and Design Technologies, 4 Years
Coursework towards A.S. Degree, Seminole Community College

Licenses & Certifications:
Certified Survey Technician NSPS-ACSM, Certification No. 0408-3522, Level II

Key Skills / Qualifications:
- Surveying
- Highway Projects
- Land Development/Commercial and Private Projects
- Municipal Projects
- 3-Dimensional Survey Projects
- Elevations & Cross-Sections

Overview: Mr. Bach serves the firm of CPH in the capacity of a Certified Survey Technician Level II/3D Survey. His 17 years of experience include preparing Plats, 3-Dimensional Plans (Elevations & Cross-Sections) and Right-of-Way Plans. Mr. Bach also has experience in performing ALTA/ACSM, Boundary, Topographic, Route, Mortgage and As-Built surveys. Also, prepare Sketch and Descriptions, write Metes & Bounds legal descriptions for Title closings.

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1. SEMINOLE COUNTY US17/92 CRA STORMWATER MASTER PLAN - The CPH team was selected to create a stormwater master plan for the US 17/92 CRA's 13-mile corridor. The plan includes a GIS database of construction plans, permits, maps, and models within the linear corridor. The collected information was used in conjunction with review of existing infrastructure and development trends to support creation of proposed projects that could encourage future redevelopment of parcels along the corridor.

2. CITY OF SANFORD'S WATER TREATMENT PLANT NO. 2 – DISINFECTION BY-PRODUCT REDUCTION IMPROVEMENTS - CPH provided the design, permitting, bidding services, and construction engineering and inspection (CEI) services for advanced water treatment system improvements to the City of Sanford's Water Treatment Plant No. 2. The advanced treatment system improvements included the following: (1) granular activated carbon treatment; (2) flow metering systems; (3) ozone disinfection system; (4) chemical metering and feed systems; (5) new diesel driven generator; (6) operations building; (7) high-service pumping system improvements; and (8) electrical, controls, instrumentation, and SCADA system improvements. CPH, Inc. provided assistance to the City in securing and FDEP SRF loan and grants for project construction. The improvements were designed to remove the organics from the raw water, which were identified as precursors to the formation of disinfection by-products (TTHMs) and to comply with Stage 2 of the Disinfection By-Products Rule (EPA). The project is producing a very high-quality potable drinking water for the community and has won the award for the "best drinking water in Central Florida."

3. POWELL ADAMS ROAD RURAL TO URBAN FINAL DESIGN - Services included: roadway, coordination/relocation, signal, survey, utility, and environmental. The proposed design converted a two-lane rural roadway to a four-lane divided urban roadway. Design included relocating 70 LF 8-inch water main and 1,295 LF 16-inch water main. The Design also included extending an existing 10-inch force main 1,180 LF and adjusting the location of 1,000 LF 10-inch force main.

KEVIN SCHEEL, CST I

CADD

Years of Experience: 21

Years with CPH: 21

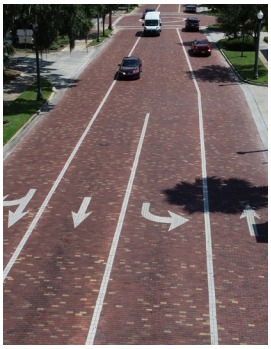
Education:
N/A

Licenses & Certifications:
Certified Survey Technician NSPS-ACSM, Certification No. 0307-2100, Level I
Intermediate Maintenance of Traffic
OSHA - Construction Safety & Health
First Aid/CPR

Key Skills / Qualifications:
- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning

Overview: Mr. Scheel serves the firm of CPH as a High Definition Laser Scanner Technician and Senior Chief of GPS Operations for our Surveying Department. He has 21 years of experience ranging from commercial and residential surveys to locating and recovering sectional work.

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1. BELLE TERRE PARKWAY FOUR-LANING - CPH provided complete transportation planning and design services, including preliminary engineering analysis, pond siting, roadway realignment alternatives, roadway design, drainage design, traffic analysis and design, landscape architecture, utility design and coordination, right-of-way impact analysis and acquisition, design surveying, and environmental services for the Belle Terre Parkway four-laning. The project consisted of reconstructing approximately 4.1 miles of an existing two-lane rural road to a four-lane divided urban roadway with four, 12-ft travel lanes and two, 4-ft bicycle lanes.

2. SANFORD 1ST STREET STREETSCAPE AND GATEWAY IMPROVEMENTS - Streetscape design package for a six-block section of historic First Street (approximately 0.40 miles). Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades. LAP-funded and extensive coordination with FDOT.

3. PUMP BRANCH DITCH ENCLOSURE - The project consisted of constructing approximately 372 ft of new 7-ft x7-ft concrete box culvert to enclose an existing ditch and replace existing 84-inch culvert along the Pump Branch drainage system between 5th St. and 3rd St., east of Pine Ave. The project included surveying, environmental services (wetlands and ecological), geotechnical investigations, design, and permitting of a ditch enclosure, bidding assistance, and limited construction inspection services.

MICHAEL REIGARD, CST I

FIELD CREW

Years of Experience: 20

Years with CPH: 16

Education:
N/A

Licenses & Certifications:
Certified Survey Technician NSPS-ACSM, Certification No. 0307-2879, Level I
Intermediate Maintenance of Traffic
OSHA - Construction Safety & Health
First Aid/CPR

Key Skills / Qualifications:
- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning

Overview: Mr. Reigard serves the firm of CPH as a High Definition Laser Scanner Technician and GPS Operator for our Surveying Department. He has 20 years of experience ranging from commercial and residential surveys to locating and recovering sectional work.

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1. TITUSVILLE AREA IV WELL OUTFITTING AND RAW WATER TRANSMISSION MAIN - CPH performed a Boundary and Topographic Survey for the City of Titusville along N. Singleton Avenue and Folsom. Road for approximately 29,000 linear feet locating all improvements in the right-of-way for the design of a new raw water main. Close coordination with the City and County was needed in order to provide accurate locations of marked underground utilities along the route. Cross-sections were obtained every 100 ft along with spot elevations at structures and changes in grade. Wetland lines were also located. GPS equipment was used to tie the survey to State Plane Coordinates and to tie previous survey to the north performed by others. All property corners delineating the rights-of-way were located for the entire length of the route.

2. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

3. SAND POND ROAD AND SKYLINE DRIVE - CPH completed the Sand Pond/Skyline roadway project for the City of Lake Mary. The 1.25-mile project consisted of minor widening, turn lane improvements, safety upgrades, and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides. Services included geometric design to correct the horizontal and vertical alignments to comply with current standards, pavement analyses to determine the strength and integrity of the existing base material, hydraulic modeling for the proposed stormwater management system, utility coordination, and permitting through SJRWMD and Seminole County.

LAWRENCE G. STOFFEL, CST I

FIELD CREW

Years of Experience: 20

Years with CPH: 20

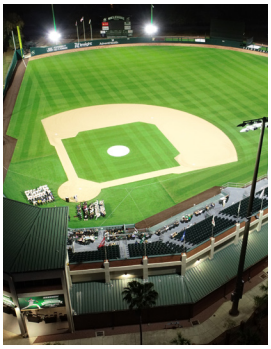
Education:
A.A. in Computer Science, Brown College

Licenses & Certifications:
Certified Survey Technician NSPS,
Certification No. 0409-3770
Level I
MOT Intermediate
OSHA – Construction Safety & Health
First Aid/CPR

Key Skills / Qualifications:
- Surveying
- Land Development/Commercial and Private Projects
- Municipal Projects
- Location & Recovery of Sectional Work
- High Definition Laser Scanning
- Robotic Survey Equipment

Overview: Mr. Stoffel serves the firm of CPH , as a Robotic Crew Chief & GPS Operator for our Surveying Department. He also assists with High Definition Scanning for the Department. He has 20 years of experience ranging from commercial and residential Boundary & Topographic surveys to Construction Layouts.

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1. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

2. MELCHING FIELD STADIUM RENOVATIONS – DESIGN CRITERIA PACKAGE - CPH was selected to provide professional services for the creation of the Design Build Criteria Package for the Melching Field Stadium Renovations. CPH's scope for the Design Build Criteria Package will include a report detailing ADA deficiencies, structural analysis of the existing bleacher deck, design/build contract requirements, design development drawings, and performance specifications. CPH's services for this project include Architectural, Civil, Surveying, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Landscape Architecture.

3. WEST LEESBURG NEIGHBORHOOD RESOURCE CENTER PROJECT - CPH was commissioned to design a new, 9,000-SF Neighborhood Resource Center for the City of Leesburg. CPH is responsible for full design services including survey, civil, landscape, architectural, and MEP. The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a kitchen/café facility.



EMILY REMPE

GIS MANAGER

Years of Experience: 6

Years with CPH: 6

Education:
B.A. Anthropology, University of Central Florida

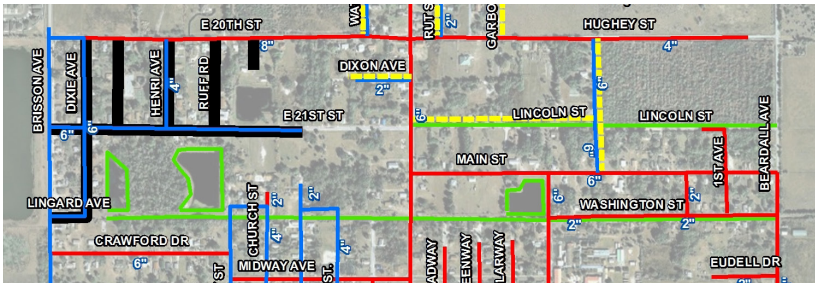
Licenses & Certifications:
N/A

Key Skills / Qualifications:
- Comprehensive building permit due diligence research
- Site Investigation Report research
- Demonstrated experience with municipal review processes
- Effective communication with municipalities to coordinate an efficient plan review

Overview: Ms. Rempe serves CPH as a project coordinator and GIS Analyst. Ms. Rempe begins each project by compiling a complete permitting due diligence report. Ms. Rempe strives to be knowledgeable of permit submittal requirements in accordance to municipal guidelines. During review periods, Ms. Rempe communicates with municipalities to anticipate and maintain a plan review schedule. Ms. Rempe coordinates with our team for a timely response to plan review comments. Her primary goal is to effectively communicate permitting and scheduling details with our design team and with our client.

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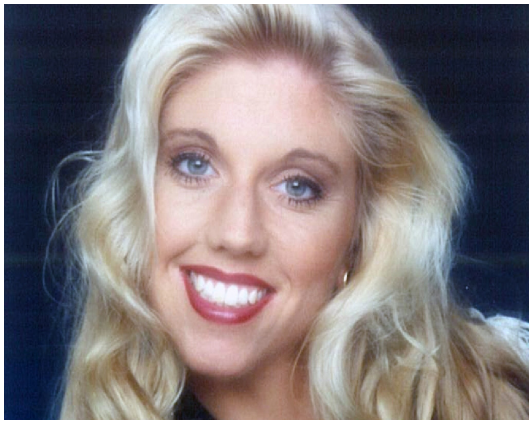
2. 

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1. US 17-92 RIVERWALK, PHASE II - III (FDOT LAP) - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, Structural Seawall Design, Drainage Improvements/Design, Irrigation Design, Beautification, Hardscape and Landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.

2. SR-50 UTILITY RELOCATION PROJECT (FDOT JPA) - CPH has provided improvements to over 13 miles of the water distribution system and wastewater collection and transmission system within the SR-50 Corridor, one of the busiest roads in Central Florida. The project included the installation of approximately 5.5 miles of 8, 12, 16, 20, and 24-inch diameter water main and 7.7 miles of 4, 8, 12, 16, 20, and 30-inch diameter force main along SR-50 from West SR-436 to Old Cheney Road (the project). The project also included the design of 15,000 LF of gravity collection lines ranging in size from 8 inch to 24 inch in diameter; installation of approximately 83 manholes with depths to 20-ft deep; installation of a triplex pump master pump station; removal of certain sections of force main, connection of other force main systems to the gravity collection system, and a new lateral connection to the gravity sewer service on SR 50.

3. MIDWAY UTILITIES REPLACEMENT – PHASE 1, SEMINOLE COUNTY - Provided design, permitting, bidding, and CEI services The Project consists of the Construction of approximately 9,600 ft of new 4-10-inch water main, water services, and fire hydrants within the Midway residential community located east of Sanford. The construction includes the abandonment in place (via grouting) of existing 6-inch water main and directional drill construction, and the installation of a new Master Meter Assembly. Includes replacing existing water services between the new mains and existing water meters.



AMY E. DALY, LEED AP

ENVIRONMENTAL

Years of Experience: 30

Years with CPH: 19

Education:
M.B.A., FMU, Summa Cum Laude
B.S. in Biological Sciences, Florida State University
U.S. Army Corps of Engineers Wetland Delineator
Florida Unified Mitigation Methodology Course

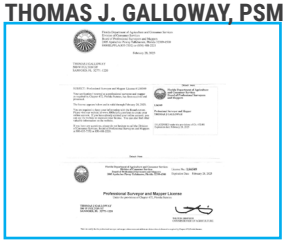
Licenses & Certifications:
Qualified Stormwater Management Inspector
Prescribed Burner
Authorized Gopher Tortoise Agent (No. GTA-09-00145)
LEED Accredited Professional

Key Skills / Qualifications:
- Project Management
- Ecological Assessments
- Environmental Permitting
- Mitigation Program Design
- Wetland Delineation
- Land Management
- Consumptive Use Permitting
- Functional Assessments
- Water Quality Monitoring
- Wildlife Assessment, Management, & Permitting

Overview: Mrs. Daly serves CPH as principal environmental scientist. She has 30 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

KEY PERSONNEL LICENSES

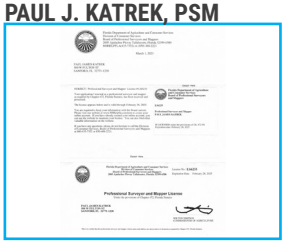
THOMAS J. GALLOWAY, PSM



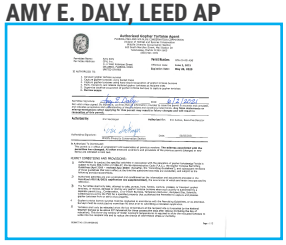
LAWRENCE G. STOFFEL CST I



PAUL J. KATREK, PSM

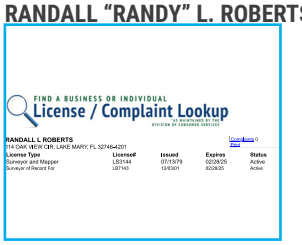


AMY E. DALY, LEED AP

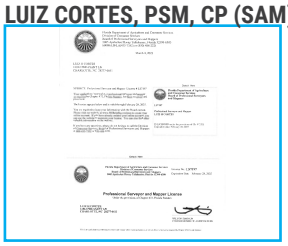




RANDALL "RANDY" L. ROBERTS, PSM

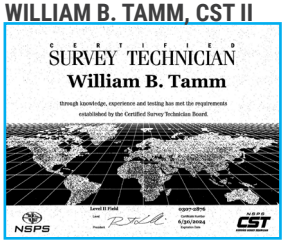


LUIZ CORTES, PSM, CP (SAM)



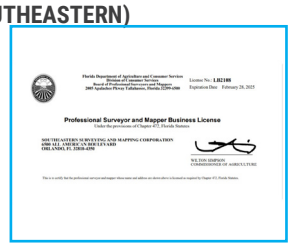


WILLIAM B. TAMM, CST II



SCOTT SOWARDS, GPRT (SOUTHEASTERN)







JOHN BACH, CST II



JON ARNETT (SOUTHEASTERN)

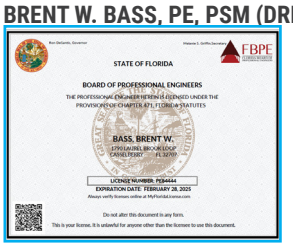


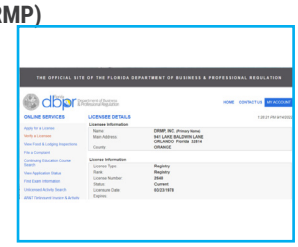


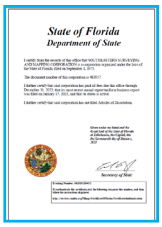
KEVIN SCHEEL, CST I

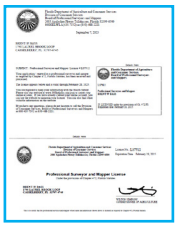


BRENT W. BASS, PE, PSM (DRMP)









MICHAEL REIGARD CST I



QUALITY OF INNOVATIVE APPROACH AND VALUE ADDED SERVICES

TAB D - QUALITY OF INNOVATIVE APPROACH AND VALUE ADDED SERVICES

SURVEYING AND MAPPING INNOVATIVE TECHNIQUES

CPH has in-house surveyors capable of conventional surveying and high-definition laser 3D surveys to assist in any challenges that projects may include (such as crowded heavily traveled road right-of-way or plant sites containing numerous facilities may warrant laser 3D surveys). Our 3D laser equipment is state of the art in surveying technology, which allows for a more efficient, detailed, and cost efficient surveying product. Our team is fully staffed and equipped to perform both interior and exterior laser surveys. This new technology allows us to provide more accurate surveys for our clients. In addition, as a result of this new technology, high traffic areas can be surveyed with greater precision and without the need to close portions of an existing site and roadways. This allows us to provide the City of Port Orange with a quality survey without disrupting traffic flow, daily operations and providing faster field response time. This equipment scans at a rate of 2 million points per second and offers an unparalleled field of view.









CASE STUDY:

STATE OF FLORIDA DEPARTMENT OF AGRICULTURE DISTRIBUTION CENTER UPGRADES

IMPLEMENTING INNOVATIVE SOLUTIONS | 3D SURVEY

CPH provided architectural, engineering, and construction inspection services for the storm damage repairs to the State's Distribution Centers in Immokalee, Wauchula, Pompano Beach, and Fort Myers. The projects were due to significant damage sustained during hurricanes, and were partially funded through the Federal Emergency Management Agency (FEMA). The projects included renovations and remodels of some structures, and design for new facilities at the individual sites as well. The total square footage for the improvements was approximately 466,200 SF:

- 131,000 SF in Immokalee
- 100,000 SF in Wauchula
- 230,000 SF in Pompano
- 5,200 SF in Fort Myers

CPH utilized our 3D laser scanners to establish a detailed as-built of all four facilities performing interior and exterior scans. This allowed the design team to establish pre-storm conditions and perform a more detailed condition assessment, as the scanner was able to identify detailed changes in the structure and roof systems. CPH utilized the point cloud to create 3D models of the improvements.

FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

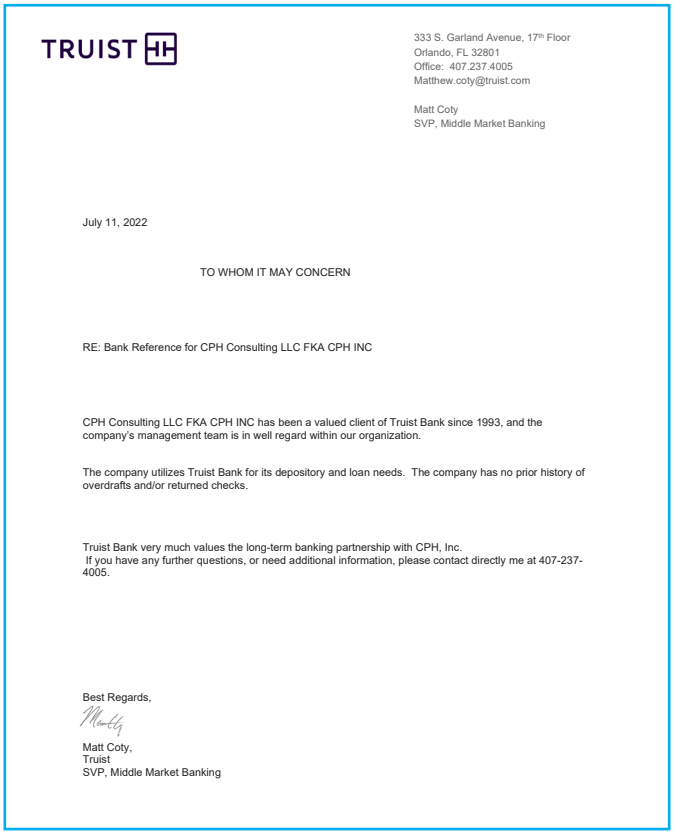
FINANCIAL STABILITY

CPH has been in successful operation in Florida since 1981, and throughout his entire period our firm has been involved in design and development of public and private projects in Florida. Further, CPH has been in successful operation for 42 years and has never had any license sanctions or bankruptcies or major litigation. CPH has the resources to commit to this contract for the City, and has personnel, equipment, and facilities to successfully provide services for the "Professional Surveying Services" contract.

CPH has the knowledge, expertise, and financial strength to perform this contract for the City of Port Orange. Please see Fiscal Year Financial Statement submitted in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

FORM OF BUSINESS	Limited Liability Company
NUMBER OF YEARS IN BUSINESS	42 Years (since 1981)
BANK REFERENCE	Corporate Checking Account Truist Matt Coty SVP, Middle Market Banking 333 S, Garland Ave., 17th Floor, Orlando, FL 32801 407.237.4005
CREDIT RATINGS	Dun & Bradstreet Account No. 058232349 Tax ID# 59-2068806

BANK REFERENCE LETTER:



TRUIST

333 S. Garland Avenue, 17th Floor
Orlando, FL 32801
Office: 407.237.4005
Matthew.coty@truist.com

Matt Coty
SVP, Middle Market Banking

July 11, 2022

TO WHOM IT MAY CONCERN

RE: Bank Reference for CPH Consulting LLC FKA CPH INC

CPH Consulting LLC FKA CPH INC has been a valued client of Truist Bank since 1993, and the company's management team is in well regard within our organization.

The company utilizes Truist Bank for its depository and loan needs. The company has no prior history of overdrafts and/or returned checks.

Truist Bank very much values the long-term banking partnership with CPH, Inc.
If you have any further questions, or need additional information, please contact directly me at 407-237-4005.

Best Regards,

Matt Coty,
Truist
SVP, Middle Market Banking

LITIGATION STATEMENT:

The following cases have all been settled:

Nailya Harnisch as Personal Representative of the Estate of Dennis J. Harnisch vs. Wal-Mart Stores East, LP, CPH, Inc. a/k/a CPH Engineers, Inc., and Sleiman Enterprises, Inc. Case No. 2020 CA 3252 Division: CV-C; Policy No. RDP0042906
Origination Date – August 2021 **Settlement Date - June 2022**
CPH was named in a suit along with Wal-Mart and Sleiman related to a pedestrian being hit by a vehicle while traversing a pedestrian crosswalk located in a Wal-Mart parking lot. The pedestrian passed away 6 days later. CPH designed the Wal-Mart parking lot and the suit alleges professional negligence. The suit was filed past the Statute of Limitations and we are filing for dismissal. Further, the driver of the car was a Wal-Mart employee high on marijuana whose sole negligence was the cause of the accident.

City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939
Origination Date – December 2014 **Settlement Date - November 2022**
The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about fifty yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built seventeen years ago and only had the problem 10 years after construction. CPH is investigating the matter and it appears a new pond was built in the area and the outfall of the storm system is not functioning correctly. We are working with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH does not feel that we are liable on either of these counts.

PRIOR COMPLAINTS

CPH has not had any prior complaints (both substantiated and inconclusive) filed with any governmental agency against us or any of its employees (while in the performance of our duties) in the history of the firm. Additionally our subconsultants, DRMP, Inc, SAM, LLC, and Southeastern Surveying and Mapping Corp. have not had any prior complaints filed against them or their employees.

REFERENCES

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Sanford - Surveying Services Continuing Contract

   Contact Person: Brady Lessard

   City, State: Sanford, Florida

   Telephone Number: 407.688.5015

   Email Address: Brady.Lessard@Sanfordfl.gov

   Description of goods/services provided: Ongoing Surveying and Mapping Services

   Contract Amount: Varies Per Project

   Start/End Date of Contract: Ongoing Since 2001

2. Company Name: City of Palm Coast - Continuing Surveying Services Contract

   Contact Person: Bill Eldredge, Broadband Manager

   City, State: Palm Coast, Florida

   Telephone Number: 386.986.3757

   Email Address: beldredge@palmcoastgov.com

   Description of goods/services provided: Ongoing Surveying and Mapping Services

   Contract Amount: Varies Per Project

   Start/End Date of Contract: Since 2001

3. Company Name: Ongoing Consulting Services – Toho Water Authority

   Contact Person: George H. Eversole, Jr.

   City, State: Kissimmee, Florida

   Telephone Number: 407.944.5000

   Email Address: geversole@kissimmee.org

   Description of goods/services provided: In conjunction with ongoing utility projects for Toho Water Authority, the team has provided various surveying services for projects that include pipeline replacements/relocations.

   Contract Amount: Varies Per Project

   Start/End Date of Contract: Ongoing Since 2006

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Brady Lessard

   Phone: 407.688.5015

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 42+

   Description of service: General Consulting Services: Infrastructure improvements, water/wastewater facilities, stormwater improvements, roadway projects, parks projects, and beautification/historic improvement projects.

2. Contact Name: Bill Eldredge

   Phone: 386.986.3757

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 22

   Description of service: All Surveys & Mapping Services

3. Contact Name: George H. Eversole, Jr.

   Phone: 407.944.5000

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 17

   Description of service: In conjunction with ongoing utility projects for Toho Water Authority, the team has provided various surveying services for projects that include pipeline replacements/relocations.

This document must be completed and returned with your submittal.

PROFESSIONAL SURVEYING SERVICES

ORIGINAL

RFSQ #23-17

L & S Diversified
489 STATE ROAD 436
SUITE 117
CASSELBERRY, FL 32707

PREPARED FOR

CITY OF PORT ORANGE CITY CLERK'S OFFICE
CHIP KENT, PURCHASING AGENT
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

STATEMENT OF INTEREST 3

TAB A 5

TAB B 30

TAB C 41

TAB D 60

TAB E 63

TAB F 77

STATEMENT OF INTEREST

NOVEMBER 8, 2023

CHIP KENT
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

SUBJECT: CITY OF PORT ORANGE, RFSQ #23-17 PROFESSIONAL SURVEYING SERVICES

DEAR SELECTION COMMITTEE:

The management and professional staff of **L&S DIVERSIFIED (L&S)** are pleased to present the City of Port Orange with our Letter of Interest and Statement of Qualifications to provide Professional Surveying Services. In the enclosed qualification package, L&S will demonstrate our surveying and mapping capabilities, operational efficiency, local knowledge, and diverse experience.

L&S has provided professional surveying services to the public since 2010. We are qualified for the anticipated scope of services listed in the solicitation and meet all the criteria required for the City of Port Orange. In addition to traditional surveying and mapping services, L&S possesses the equipment and trained staff to perform Subsurface Utility Engineering per ASCE 38-22, hydrographic surveying, 3D scanning, aerial mapping by UAS, ultrasonic pipe thickness testing and manhole and pipe inspections. All the services provided will be performed by in- house staff and out of our Casselberry office, which is a quick 1 hour drive from the City of Port Orange City Hall. L&S is FDOT pre-qualified in 8.1, 8.2, and 8.4 and experienced in transportation projects within public right of ways. Safety is a priority at L&S and our field staff is OSHA 10, 30, Intermediate and Advanced TTC, Confined Space, and Fall Protection certified.

L&S prides itself on not only its technical prowess but also its proficiency in contract administration. Our support staff ensures that all our bookkeeping practices and financial reporting are FAR compliant. L&S is approved for unlimited work type fees by FDOT with annual financial audits performed by an approved 3rd party CPA. We operate efficiently with low overhead and provide this advantage to all our customers. L&S contract administrators are proficient in standard AIA and municipal contract review, compliance, billing, and reporting.

OUR COMPANY IS BUILT ON PRINCIPALS THAT MAKE US FASTER, BETTER, AND STRONGER.

FASTER. We operate with efficiency and respond with urgency. Our goal is to be productive from the initial client contact to the close out of the project with effective communication and dependable scheduling.

BETTER. We continuously strive to be and do better. We welcome all staff to become knowledgeable in all aspects of our industry and cross train between departments. We hold regular in-house educational sessions and provide our staff with the tools for obtaining professional and safety certifications to further their career. Lessons learned are experiences that help our company and people grow. Workflows, quality assurance, and quality control procedures are actively updated and corrected based on project dynamics.

STRONGER. Commitment to integrity and to the best interests of our clients is proven by our volume of work and continued partnerships. Our goal is to be upfront and honest with our resources, our pricing, and any potential conflicts of interest. We would rather refer another firm to our client, than to put our client or our name at risk. It is the people at L&S that make us stronger than the rest. Our key staff has known and worked with each other for over 15 years and understand how to get the job done.

Brad Alexander, PSM, PE (brad.alexander@LSsurveyor.com) will serve as the City of Port Orange's project manager and primary point of contact. With over 24 years of surveying experience and 20 years of engineering experience, Brad is uniquely fit to not only manage surveying and mapping projects but to understand the City of Port Orange's vision for the future as it relates to sustainable growth through thoughtful planning and engineering. His thorough and robust professional experience as an engineer in municipal utility distribution engineering will lead the L&S team to complete surveying projects with the big picture in mind. Considering all existing conditions that will need to be captured for design, field safety precautions, and any value-added services that can be utilized.

Adding value and expertise to the team are the following L&S key staff: Rick J. Travis, PSM as Quality Assurance and Quality Control Supervisor; Celeste Travis, CST IV, as Mapping Production Supervisor; James Daley, as SUE Field Crew Supervisor; and Sherry Manor as Principal in Charge.

Rick has over 44 years in the surveying and mapping industry working throughout the state of Florida and serving as the County Surveyor for Lake County. He has local knowledge of historically held monumentation along right of ways and section lines, experience in making judgements on lines of possession, and experience in title searches and the review of plats and surveys for municipalities.

Celeste has served as a senior survey technician and production manager over the last 36 years at the largest surveying and mapping firms in Florida. She brings to L&S her expertise in the production of design surveys and right of way mapping in Autodesk Civil 3d, Bentley MicroStation and Open Roads Designer.

James has been with L&S since 2015 and has played an essential role in the growth of development in our SUE department. Along with his experience in the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data per ASCE 38-22, James is NASSCO certified for pipe, manhole, and lateral assessments.

On behalf of L & S Diversified, we thank the City of Port Orange and the Selection committee for reviewing our submittal of qualifications for the Professional Surveying Services contract. Our people, experience, capabilities, and strive to please will benefit the City of Port Orange as L&S is committed and ready to support you.

Respectfully,
L&S Diversified, LLC

Sherry L. Manor, PSM President
Sherry.Manor@LSsurveyor.com



Brad Alexander, PSM, PE, Vice President
Brad.Alexander@LSsurveyor.com

TAB A

REQUIRED DOCUMENTS

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

✓ Form 9.2 – Respondents Acknowledgement Form

✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 9.4 – Drug Free Preference Statement

✓ Form 9.5 – Sworn Statement on Public Entity Crimes

✓ Form 9.6 – Anti-Collusion Form

✓ Form 9.7 – Statement of Respondent's Qualifications

✓ Form 9.8 – Professional References for Previous Experience

✓ Form 9.9 – Authorized Signatures/Negotiators

✓ Form 9.10 – Scrutinized Companies Certification

✓ Form 9.11 – E-Verify Affidavit

✓ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

✓ Form 9.13 – Non-Disclosure Agreement for Confidential Materials

✓ Exhibit "A" – Description of Confidential Material

___ Form 9.14 – No Submittal Statement Form

✓ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

✓ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

✓ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: L & S Diversified, LLC
Name of Business

Authorized Signature

11/20/2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

L & S Diversified, LLC	PO Box 149487
Name of Business	Mailing Address
Authorized Signature	Orlando, FL 32814
	City, State & Zip Code
Sherry Manor, President	(407) 681 3836
Printed Name and Title	Telephone Number
27-2336599	Sherry.Manor@LSsurveyor.com
Federal Identification No.	E-mail Address

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 20 day of November, 2023, by Sherry Manor and who:

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

_____ Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/13/2024

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11.16.2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

L & S Diversified, LLC
Name of Business

Authorized Signature

Sherry Manor, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Seminole

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

20 day of November, 2023, by Sherry Manor and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/13/2024

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

L & S Diversified, LLC
Name of Business

Authorized Signature

Sherry Manor, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of November, 2023, by Sherry Manor and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/18/2024

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Sherry Manor, who, being by me first duly sworn, made the following statement:

1. The business address of L & S Diversified, LLC (name of Respondent or business) is 489 State Road 436, Suite 117, Casselberry, FL 32707.
2. My relationship to L & S Diversified, LLC (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

L & S Diversified, LLC
Name of Business

Authorized Signature

Sherry Manor, President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 20 day of November, 2023, by Sherry Manor and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/13/2024

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: L & S Diversified, LLC

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

PRINTED SIGNATURE: Sherry Manor

TITLE: President

ADDRESS: 489 State Road 436, Suite 117

CITY, STATE AND ZIP CODE: Casselberry, FL 32707

TELEPHONE: (407) 681 3836 FAX: _____

F.E.I.N.: 27-2336599

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: L & S Diversified, LLC

B. Permanent main office address: 489 State Road 436, Suite 117, Casselberry, FL 32707

C. Date organized: 3/22/2010

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? 13

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Surveying & Mapping, Subsurface Utility Engineering

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Yes, L & S has been performing the types of services requested in this RFQ since its inception.

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ 703,732.40

N. Give bank name, contact name and phone number: Bank United, Heather Howell, 954.892.3749

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

L & S Diversified, LLC
Name of Business

Authorized Signature

Sherry Manor
Printed Name and Title

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 20 day of November, 2023, by Sherry Manor and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/13/2024

This document must be completed and returned with your submittal.

9.7 - F
Contracts on Hand

Client Name	Project Name	Contract Amount	Anticipated Completion
HDR	Lake Toho and Bill Johnson	$129,764	October 2024
AECOM	Water Conserv I Design-Build	$64,146	January 2024
Atkins	Midway Drainage Improvement	$225,965	May 2024
DRMP	Tradeshow Boulevard	$164,397	June 2024
GeoSyntec	Seminole County East Basins	$348,018	January 2024
DRMP	Reams Road	$389,261	March 2024
VHB	University Boulevard Bike/Pedestrian Study	$85,435	April 2025

9.7 - J
Major Equipment



OWNED EQUIPMENT

- CADD Workstations - 10
- RTK - GPS - 15
- Total Stations - 11
- RF & GPR For Utility Locating - 4
- UAV (Drone) Fixed Wing - 1
- UAV (Quad) - 1
- Terrestrial 3D Scanners - 2
- Trucks - 12
- Soft Excavation Trailer - 1
- Single Beam Echo Sounder & Boat (Hydrographic Surveys) - 1
- Pole Camera & Ultrasonic Thickness Guage (Pipe Inspections) - 1

Sherry Manor

President, PSM

Mrs. Manor has over 18 years of involvement in large scale boundary and topographic surveys, subdivision platting, specific purpose route surveys, and construction surveying and has served as President of L&S Diversified, LLC since 2010. At L&S Diversified, her responsibilities include the management and supervision of all technical staff, as well as review and quality control of all surveying and mapping work. Currently, L&S Diversified, under Mrs. Manor's charge, holds both prime and subconsultant contracts for several City and County Continuing Engineering and Surveying Services contracts and has provided professional surveying services for over 450 private commercial and public design and construction projects in the past 3 years. Additionally, she sets the direction of the company for continued growth and success, oversees the management team, and ensures the company's core values are followed and applied in everyday work.

Experience:
18 Years
Education:
BS, Forensic Analysis
Chemistry Minor
University of Central Florida
Professional Registration:
Professional Surveyor and Mapper, LS6961

Bradley Alexander

Vice President, PSM, PE

Mr. Alexander is a skilled civil engineer and surveyor. As a licensed Professional Engineer in the State of Florida, Mr. Alexander has a diverse engineering background in the design of water, wastewater, and reclaimed water systems, lift-stations, site development, permitting, materials testing, and locating existing underground utilities with ground penetrating radar (GPR). Also, a licensed Professional Surveyor and Mapper (PSM) within the State of Florida, Mr. Alexander has an extensive survey background which includes boundary, topographic, ALTA/ACSM land title, condominium, as-built, Subsurface Utility Engineering, and construction surveying.

Experience:
24 Years
Education:
BS, Civil Engineering
University of Central Florida
NASSCO Pipeline/Manhole/Lateral Assessment and Certification Program
Advanced TTC Certification #21868
Professional Registration:
Profesional Surveyor and Mapper, LS6885
Professional Engineer, 78427

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Kimley-Horn

   Contact Person: Nicole McConnell, P.E.

   City, State: 1530 Cornerstone Blvd, Suite 200, Daytona Beach, FL 32117

   Telephone Number: Direct: 386 271 0274 I Mobile: 407 808 5253

   Email Address: Nicole.McConnell@kimley-horn.com

   Description of goods/services provided: Eagle Lake - Specific Purpose Topographic, Right of Way and Utility Survey

   Contract Amount: $273,870

   Start/End Date of Contract: April 2023 - Current

2. Company Name: Atkins

   Contact Person: Chris Thompson

   City, State: 482 S Keller Road, Orlando, FL 32810

   Telephone Number: 407 806 4289

   Email Address: Chris.Thompson@atkinsglobal.com

   Description of goods/services provided: Midway - Specific Purpose Topographic and Right of Way Survey, Sketch and Legal Descriptions

   Contract Amount: $225,965

   Start/End Date of Contract: May 2022 - Current

3. Company Name: DRMP

   Contact Person: Colette Moss

   City, State: 941 Lake Baldwin Lane, Orlando, FL 32814

   Telephone Number: 407 362 1457

   Email Address: Cmoss@drmp.com

   Description of goods/services provided: Reams Road - Right of Way Mapping, Sketch and Legal Descriptions

   Contract Amount: $389,261

   Start/End Date of Contract: April 2019 - Current

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Paul Yeargain

   Phone: (O) 407.971.5654 / (M) 407.912.3018

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 1

   Description of service: Boundary and Topographic Surveying Services and Sub-Subsurface Utility Engineering

2. Contact Name: Richard Allen

   Phone: (O) 407.246.2766 / (M) 321.229.8760

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 9

   Description of service: Surveying and Sub-Surface Utility Engineering for various City of Orlando Capital Improvement projects.

3. Contact Name: Chuck Shultz

   Phone: (O) 407.246.2658 / (M) 407.716.2970

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 10+

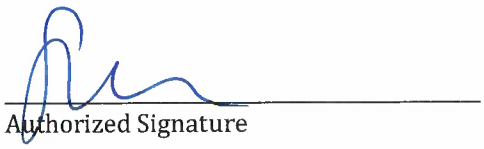
   Description of service: Boundary and Topographic Surveying Services and Sub-Subsurface Utility Engineering

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Brad Alexander	Vice President	(239) 281 1066



Authorized Signature

Sherry Manor

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Sherry Manor, President, on behalf
(Print Name and Title)

of L & S Diversified, LLC ("Company"), certify that L & S Diversified, LLC
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

L & S Diversified, LLC
COMPANY NAME

SIGNATURE

Sherry Manor
PRINT NAME

President
TITLE

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION p.2

STATE OF FLORIDA

COUNTY OF: Florida

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 20 day of November, 2023, by Sherry Manor and who:

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

_____Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/13/2024

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Surveying Services

Solicitation Number: RFSQ #23-17

I, the undersigned hereby certify that L & S Diversified, LLC **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of L & S Diversified, LLC **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

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

Sherry Manor, President
Print or Type Name, Title

Signature of Affiant

27-2336599
Federal Employer ID Number (FEIN)

1199142
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 20 day of November, 2023, by Sherry Manor and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/13/2024

This document to be completed and returned with your submittal.

An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
L&S Diversified LLC

Doing Business As (DBA) Name

Company ID
1199142

Enrollment Date
May 17, 2017

Employer Identification Number (EIN)
272336599

Unique Entity Identifier (UEI)

DUNS Number
027094604

Total Number of Employees
20 to 99

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

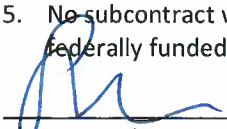
Edit Company Information

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



11/20/2023

Signature of Contractor's Authorized Official — Date

Sherry Manor, President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 27-17

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: L & S Diversified, LLC

Address: 489 State Road 436, Suite 117, Casselberry, FL 32707

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    City of Port Orange
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: Cameron Knight III

TITLE: Purchasing Agent

DATE: 12/04/23

Respondent

BY: _____

NAME: Sherry Manor

TITLE: President

DATE: 11/20/2023

ATTEST:

BY: _____

NAME: Shelby Hebert

TITLE: Office Manager

DATE: 11/20/2023

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Statement of Direct Labor, Fringe Benefits and General Overhead and Independent Auditor's Report Pages 63 through 74.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, L & S Diversified, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Sherry Manor, President

Name & Title of Contractor's Authorized Official

Date: 11/20/2023

This document must be completed and returned with your submittal.

State of Florida
Department of State

I certify from the records of this office that L&S DIVERSIFIED, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 22, 2010.

The document number of this limited liability company is L10000030960.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 19, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of September, 2023



Secretary of State

Tracking Number: 5095019416CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

TAB B

COMPANY PROFILE

COMPANY PROFILE

L & S Diversified, LLC (L&S) was established in 2010 as a Florida Limited Liability Company. We have grown from a small family business to a well-known and reputable firm with clients in both the public and private sectors. Our office is located at 489 State Road 436, Suite 117, Casselberry, FL 32707, and the main office number is 407.681.3836. All work will be complete from this office and our current services include the following:

Design and Transportation

- Boundary Surveys
- Topographic Surveys
- Design Surveys for Public Capital Improvement Projects and Private Land Developments
- Final Surveys including Boundary, Improvements, and Title Work
- Specific Purpose Wetland Delineation and Tree Surveys
- Subdivision Platting, Lot Splits, Lot Reaggregation, and Condominium Surveys
- Land Acquisition and Easement Legal Descriptions and Sketches
- Horizontal and Vertical Control Surveys
- Inland and Near Shore Hydrographic Surveys
- LiDAR (3D Scanning) Surveying
- UAV (Drone) Surveying and Aerial Photography
- Temporary Traffic Control (TTC) Staging and Plan Preparation
- GIS Inventories

Construction

- Civil and Building Construction Field Engineering
- Earthwork Volumetric Analysis
- Record (As Built) Surveys for Project and Permit Closeout
- Construction Document Control

Subsurface Utility Engineering

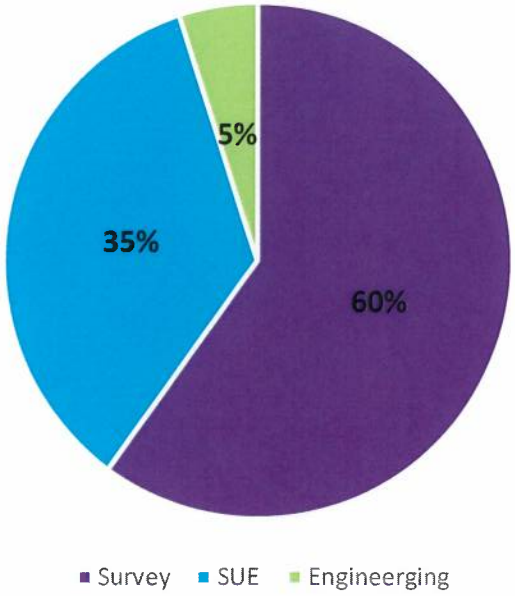
- Subsurface Utility Engineering – ASCE 38-22 Quality "A" & "B"
- Pipeline/Manhole/Lateral Assessment per NAASCO Standards
- Ultrasonic Pipe Thickness Testing
- Utility Coordination

L & S Diversified is a Florida Limited Liability Company with 2 members, Sherry L. Manor and Brad Alexander. Ownership is divided with Sherry having 75% interest and Brad having 25% interest.

Currently, we are focused on clients in the public and private commercial sectors in the greater Central Florida market. We plan to double our workforce, expand, and open an office in the Tampa market within the next 2 years.

The key personnel for this contract are Principals of L&S Diversified, ensuring the ability to meet all terms and deadlines. Our internal system and weekly meetings keeps staff on task and on schedule.

Services Provided



Reams Road

The project included Final Engineering Design for the construction of 4 lanes for approximately 3.1 miles of Reams Road from South of Summerlake Park Boulevard to Taborfield Avenue, a 14-foot concrete multi-use trail on the left side, and a 5-foot concrete sidewalk on the right side. L & S Diversified performed Right of Way Engineering services. The scope of work included the right of way mapping of the existing and proposed right of way, all adjacent parcels, fee simple right of way takings, drainage easements, and temporary construction easements, recovered monumentation along Reams and adjacent parcels, and section ties to the project alignment. Right of way mapping deliverables were submitted at 30%, 60%, 90% and 100% design. Review of title was performed for the 63 parcels along the project corridor to show each parcel boundary and any plottable easements affecting it. For each acquisition parcel, fee simple or easement, a sketch and legal description was prepared. In addition, L&S performed topographic surveys of 5 pond sites and staking of acquisition parcels for owner review.

Surveying Fee: $257,402

One Water Phase II

L&S Diversified assisted the Hillsborough County Real Estate Management team and the design program manager with reviewing approximately 9 miles of potential pipeline routes through Hillsborough County, and approximately 200 acre of land transfers for a new wastewater treatment plant campus. Services include title review, sketch and legal descriptions for property acquisition, and topographic surveying.

Surveying Fee: $140,914

City of Oviedo Water Reclamation

L&S Diversified provided horizontal and vertical survey control, boundary and topographic surveying services as well as subsurface utility designation in select areas of the City of Oviedo's Water Reclamation Facility. The original survey performed in 2019 included survey information to update the hydraulic aspects of the site including but not limited to detailing 2 pump stations, influent splitter box, clarification tank weir's and other miscellaneous information requested by the client. This survey also captured the inside elevations of the eastern most Ground Storage Tank (GST) to provide a current conditions "benchmark" to monitor the settling of the tank. In 2021, L&S Diversified updated the previous survey to include additional information to Carollo to remove and replace the existing Ground Storage Tank which included additional topographic surveying, utility designation, location of existing offsite wetlands and trees for the purpose of a proposed construction entrance once design is complete.

Surveying Fee: $20,904

Wellness Way Survey Review Services

Through Orange County Utilities Continuing Contract Y19-902 for Water, Wastewater and Reclaimed Water Facilities Program Management, L&S Diversified has been tasked with provided review services for multiple parcel takes within Orange County and adjoining Lake County where Orange County Utilities owns property for the purpose of creating a new road right of way. L&S Diversified reviewed 15 Sketch and Legal Descriptions against a proposed Right of way map for Wellness Way to ensure that the parcel descriptions formed closed figures, met Standards of Practice set by the Florida Board of Professional Surveyors and Mappers and Orange County Real Estate Management requirements.

Surveying Fee: $35,000

Winter Springs East and West WWTP's

L&S Diversified provided horizontal and vertical survey control, boundary and topographic surveying, and Subsurface Utility Engineering at 2 of the City of Winter Springs wastewater treatment plants. Additional on call survey and SUE services for emergency utility repairs throughout the City.

Surveying Fee: $79,000

Midway Basin Infrastructure and Drainage Improvements Project

L & S Diversified provided surveying and mapping support to the design team with Atkins as the prime consultant on the final design of stormwater and transportation improvements within the Midway Basin. The project includes primary and secondary conveyance drainage improvements, sidewalk safety improvements and ADA accessibility, roadway, and drainage improvements. Scope includes control survey map and preparation of right of way maps per Seminole County standards, horizontal and vertical control, topographic survey, boundary surveys, sketch and legal descriptions for right of way takings, and right of way staking.

Surveying Fee: $206,000

Alden Road

This project included the Final Engineering Design for realignment of Lake Highland Drive and Alden Road to increase connectivity, improve streetscape appearance, add traffic calming measures, the replacement of aging potable water and raw water, rehabilitation of gravity sewer mains, and construction of a new sanitary force main. L&S Diversified performed surveying and subsurface utility engineering for approximately 8,100 feet of roadway and pedestrian trails and a block of approximately 17 acres within the City of Orlando. The limits of survey include the full right of ways of Alden Road from Virginia to the Orange Avenue, Lake Highland Drive from N Mills Avenue to Highland Avenue, Orlando Urban Trail from N Magnolia Ave to Ferris Avenue, West Half right of way of Ferris Avenue, South Half right of way of Brookhaven Drive, and Orange County Parcel Numbers 24-22-29-1579-00-010, 24-22-29-0000-00-022, 24-22-29-1580-01-000. The scope of work included establishing survey control, boundary survey, topographic survey, apparent right of way mapping, final plat, and quality B subsurface utility designations. L&S coordinated with the engineer and owner to determine the final geometry of the realigned rights of way of Alden Road and Lake Highland Road, Pond Tracts, and remainder parcels to prepare the final plat.

Surveying Fee: $127,419

Tampa Ave

As part of a streetscape improvement project, L&S Diversified provided horizontal and vertical survey control, topographic surveying and subsurface utility engineering along Tampa Avenue from W. South Street to W. Washington Street. L&S Diversified also designed, permitted and implemented their own maintenance of traffic set ups to perform the test holes along the corridor and at proposed mast arm locations. This project also included a sketch and legal description of the existing right of way of Tampa Avenue for the transfer of ownership from Orange County Public Works to the City of Orlando.

Surveying Fee: $62,778

Creative Village Orlando

The project included the redevelopment of the former Amway Arena site in Downtown Orlando into a mixed-use, transit oriented, urban infill neighborhood. This project is a public/private partnership between the City of Orlando and the Master Developer, Creative Village Development, LLC (CVD): a joint venture between Ustler Development, Inc. and Bank of America Community Development Corporation (BACDC). The development included: the realignment and extension of both W Livingston St from N Hughey Ave to N Parramore Ave and N Terry Ave from W Livingston St to Concord St; Right of way abandonment of Ronald Blocker Ave; Replat of the right of ways and lots of bound by Concord St, N Parramore Ave, W Livingston St and N Hughey; design and construction of a Central Park; Infrastructure and stormwater improvements; design and construction of mixed-use: educational, commercial, student housing high rise building. L&S Diversified performed surveying and subsurface utility engineering of the 47 acres of development which included the Bob Carr Theater, the Orlando Tennis Center, and approximately 7,000 feet of roadway located in downtown Orlando. The scope of work included master plan development with the owner, establishing survey control, boundary survey, topographic survey, tree surveys, apparent right of way mapping, title review, final plat, quality B subsurface utility designations, quality A subsurface utility excavations, sketch and legal descriptions, construction layout, and as-built surveys. L&S worked with multiple clients on this project including: Ustler Development, the City of Orlando, Development Ventures Group, Mill Creek, The Allen Morris Company, Balfour Beatty Construction, DRMP, JCB Construction, Mack Contracting and Sentry.

Surveying Fee: $378,176

City of Oviedo Master Pump Station

The City of Oviedo had been experiencing operational challenges from its Master Lift Station (LS 50), including lack of station performance, excess run times, excess wet well levels and unknown piping arrangements. The unknown piping arrangements step from the City of Oviedo acquiring the original system from a previous utility with little existing record data. Two (2) existing force mains parallel each other along the R/W of Lockwood Blvd, one currently being used as the City's force main, the other previously converted to an irrigation main for the City owned Twin Rivers Golf Course. L&S Diversified provided horizontal and vertical survey control, topographic surveying and subsurface utility engineering services to support the design of approximately 3,300 LF of force main exiting the City of Oviedo's Master Pump Station located at the intersection of Lockwood Boulevard and Ekana Drive. L&S Diversified also designed, permitted, and implemented MOT/TTC for a lane closure along Lockwood Blvd so utility crews could perform vacuum excavation test holes and Ultrasonic Pipe Thickness testing on the existing force main, irrigation main and reclaimed water main owned and operated by the City of Oviedo. Additional services included sketch and legal descriptions for easements and a potential submerged land lease for the crossing of the Econlockhatchee River.

Surveying Fee: $33,912

Continuing Contract Information

Orange County Public Schools
RFQ 2229PS Surveying Services
Contact Name: Catina Cummings
Phone Number: (407) 317 3700 x 2025245
Email Address: catina.cummings@ocps.net

City of Oviedo
#22-23 Professional Surveying Services
Contact Name: Paul Yeargain
Phone Number: (407) 971 5654
Email Address: pyeargain@cityofoviedo.net

City of Tampa
Real Estate Department
Contact Name: John Fernandez
Phone Number: (813) 274 7577
Email Address: John.Fernandez@tampagov.net

City of Winter Garden
RFQ 23-002 Professional Surveying Services
Contact Name: Jim Monahan
Phone Number: (407) 656 4111 x 5463
Email Address: jmonahan1@cwgdn.com

Additional Relevant continuing contract work

City of Daytona Beach
RFP #2370RFP Professional Landscape Architecture
Subconsultant to: Cataylst Design Group
Contact Name: Bruce Hall
Phone Number: (689) 219 8900
Email Address: bhall@catalyst-dg.com

City of Orlando
RQS22-0038 Professional Consulting Agreement
Subconsultant to: Borrelli & Partners, Inc.
Contact Name: Chandra Murray
Phone Number: (407) 418 1338
Email Address: cmurray@borrelliarchitects.com

Orange County
RFP#Y23-813-SH University Blvd Ped/Cyclist Safety Study
Subconsultant to: VHB
Contact Name: Babuji Ambikapathy
Phone Number: (407) 456 1630
Email Address: BAmbikapathy@VHB.com

City of Oviedo
#23-61 Professional Traffic Engineering & Transportation Planning Consulting Services
Subconsultant to: Kittelson & Associates
Contact Name: Kok Won Mah
Phone Number: (407) 373 1127
Email Address: kmah@kittelson.com

Orange County
RFP Y23-820 Edgewater Drive RCA
Subconsultant to: Inwood Consulting Engineers, Inc.
Contact Name: Jennifer Marsden
Phone Number: (407) 971 8850
Email Address: jmarsden@inwoodinc.com

FDOT
District 5 GEC
Subconsultant to: HNTB Corporation
Contact Name: Matthew Seagle
Phone Number: (407) 547 3008
Email Address: mseagle@HNTB.com

Orange County
Y22-813 Construction Engineering Inspection Services for Econlockhatchee Trail
Subconsultant to: Civil/Site Engineering, Inc.
Contact Name: Andrea Jernigan-Gwinn
Phone Number: (407) 644 6570
Email Address: AJGwinn@CSEI-FL.com

Orange County
RFP Y23-812 Hancock Lone Palm RCA
Subconsultant to: Inwood Consulting Engineers, Inc.
Contact Name: Jennifer Marsden
Phone Number: (407) 971 8850
Email Address: jmarsden@inwoodinc.com

Hernando County
RFQ 23-R00030/PH Public Safety Training Facility
Subconsultant to: KMF Architects
Contact Name: Erika Lord
Phone Number: (407) 298 1988
Email Address: erika@kmfarchitects.com

Orange County Utilities Department
RFP Y23-904Z Utilities Continuing Engineering Services
Subconsultant to: CPH
Contact Name: Jill Alwine
Phone Number: (407) 425 0452
Email Address: jalwine@cphcorp.com

How do we stay on time and within budget?

L&S Diversified understands that while projects may have a similar scope, there are no two projects that are the same. No matter the type of survey being performed, we believe that proper preparation of a new project from the beginning is the key to being successful each time. Therefore, we will dedicate the appropriate time necessary to research and plan all projects with the City of Port Orange, L&S Diversified project managers, office and field technicians prior to beginning any phase of a project. All project research and documentation will be filed through our document control procedures so that all project staff is kept up to date on the status of each phase. This document control process allows all staff to be familiar with the project and to help prevent timely delays that may arise. When it is time to commence any phase of the project, L&S Diversified's staff that is planned to be involved will meet to discuss the scope, schedule and the expectations of the project team.

L&S Diversified plans to take a holistic approach to each project. Once given a task order, the L&S Diversified project manager will sit down with the City of Port Orange project team to discuss the overall purpose of the project. From here, L&S Diversified will conduct any front-end research, review of existing data such as old surveys, plats, deeds, public records, aerial imagery, as built and/or record drawings and coordinate with other public entities such as FDOT, Orange County, Central Florida Expressway Authority or FDEP. Most of the time, it is beneficial to perform a site visit to walk the site to evaluate any potential issues not clearly visible from project research.

L&S Diversified will then prepare a project specific scope and fee based on the preliminary discussions and research. The scope will include a detailed project understanding and approach to the project outlining all work to be performed. The project fee will be detailed in a way that each project task will have anticipated manhours and pre-negotiated rates to identify specific project costs. A detailed project schedule will be included with each project scope and fee. We believe that identifying a comprehensive project scope, fee and schedule from the beginning of each project helps to reduce costly schedule and budget overruns. Project managers and office technicians share project information through our Egnyte file share system with field crews and clients remotely from anywhere where an internet or cell phone connection is available. This allows all of our staff to stay in constant communication during every phase of the project. Field crews are also able to transfer field data from the site directly to office staff for review or to make adjustments on the fly. This helps to eliminate return site visits saving the City of Port Orange time and money.

Each of our **seven (7) survey field crews** are equipped with Global Positioning System (GPS), conventional (robotic) total stations and a level. We believe that using a robotic total station provides our crews with a safer and more efficient work environment. For lengthy bench runs, we utilize a digital level to eliminate mathematical or human errors. Our data collectors' interface with both GPS and conventional equipment via Bluetooth Technology and Wi-Fi to make data transfer fast and effective.

Our field crews also include **three (3) full time Subsurface Utility Engineering (SUE) crews** dedicated to designating and locating existing underground utilities. Our SUE crews are proficient in utilizing Ground Penetrating Radar (GPR), Radio Frequency (RF) utility locators and one of our two (2) vacuum excavation trailers to meet the Guidelines for the Collection and Depiction of Existing Subsurface Utility Data as outlined in ASCE 38-22. All of our SUE crews are cross trained in utilizing our survey equipment, so all utilities designated and or exposed can be surveyed the same day by the crew who performed the designations or excavations. Since L&S Diversified self performs all SUE work, this allows L&S Diversified's crews to be more efficient and less reliant on others to complete the project.

L&S Diversified takes safety very seriously, not only for our employees, but also for the public. **Field survey and SUE crews are Maintenance of Traffic (MOT) certified, OSHA 10, OSHA 30 and confined space trained.** Field crews are prepared to set up proper MOT signage and wear safety orange shirts or vests. Our trucks are outfitted with the proper safety lights to alert the public of the presence of field crews when working within the right of way. We conduct weekly safety meetings and equipment checks to ensure all safety equipment is in good shape and functioning properly.

Processing of field data is done by certified survey technicians using AutoCad Civil 3D and Bentley MicroStation software programs. All drafting is performed in house utilizing L&S Diversified's CAD drafting standards to ensure the finished product remains consistent with not only the City of Port Orange's standards, but also our standards. Field and office technicians work closely to code each point collected in the field so that importing field data into AutoCad Civil 3D or Bentley MicroStation automatically includes linework and symbology. Once processing and drafting is complete, each project goes through an extensive QA/QC process to confirm deliverables meet the Standards of Practice (SOP) for surveying and mapping in the State of Florida.

Once the project has passed our QA/QC standards and is ready for submission, we package all necessary information into a complete deliverable file. Surveys are delivered in pdf format and AutoCad Civil 3D or Bentley MicroStation formats. Original signed and sealed copies are available as requested by the City of Port Orange.

L&S Diversified realized that each project is very important to the City of Port Orange, therefore we take great pride in our responsiveness. In most cases, project managers will respond within the same day to requests made by the City of Port Orange. Project managers can share files from outside the office with the City of Port Orange and other project staff via our Egnyte file share system; this allows L&S Diversified to stay in constant contact with all parties involved. Project managers working on this project will provide their schedules if planning vacations and provide alternative contact information if going to be away from a project for an extended period of time.

As part of L&S Diversified's project planning with the City of Port Orange, a project schedule is devised and agreed upon, then put into the contract. L&S Diversified project managers discuss this important piece of the project with team members. We have the staff and experience available to ensure that these schedules are managed on a day to day basis. This enables project managers to reallocate resources as needed to maintain the schedule. On large projects, project managers will follow up with the City of Port Orange on weekly or bi-weekly progress reports if required.

Technology is at the forefront of the L&S Diversified work culture. For this reason, we never stop learning and investing in technology. Each member of L&S Diversified can attend industry conferences and workshops to learn about the latest advancements in technology within the industry. Information gathered is then shared within L&S Diversified through "Lunch and Learns". This promotes open discussion on ways to continuously improve our processes and remain ahead of our competition. **These improvements are ultimately passed along to the City of Port Orange in the form of time and cost savings.**

SOME OF OUR LATEST NOTABLE INNOVATIVE APPROACHES INCLUDE:

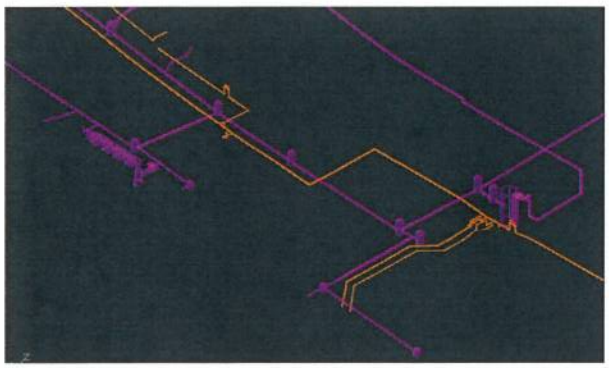
3D Modeling Building Information Modeling (BIM) and Civil for Conflict Resolution

Recent projects have required existing utility systems, sub-surface structural building components and above ground civil and structural components to be modeled in three-dimensional space to allow for conflict resolution of proposed engineering design. Our team is capable of developing models of both existing conditions and proposed design using multiple software's, then using Autodesk Navisworks to combine the data to identify and provide alternate possible solutions. This process allows for 99% of potential conflicts to be resolved well ahead of construction, saving a considerable amount of cost in the process.



3D UNDERGROUND UTILITY MODELING FOR LARGE SCALE UTILITY DESIGN

We have been contracted by several utility engineers and contractors to provide 3D models of existing underground utility corridors. Our models are then used in the design of larger scale utility distribution systems to help avoid potential conflicts and safety issues during construction.



3D TERRESTRIAL SCANNING

The use of 3D terrestrial scanning technology allows for our technicians to collect data while keeping out of harm's way, specifically in busy intersections. The amount of collected data is so extensive, the post processing typically consists of removing unwanted data, to allow for clean deliverable. The collected data is capable of producing a 3D model with a precision of millimeters.



UNMANNED AERIAL VEHICLES (UAV OR DRONES)

Our UAV team possesses all required licensing for both safety and regulation. Our approach to utilizing UAV technology is managing risk and expectations. UAV's are unique as they offer the ability to capture both horizontal and vertical data and high resolution orthorectified aerial imagery. This allows for our mapping technicians to have a clear visual of the site conditions at the time of the survey.



QA/QC Process

Our Quality Assurance/Quality Control (QA/QC) starts at the project proposal level. Through open communications with the client Project Manager, a clear understanding of the scope of services required to achieve the project objective is established to ensure all elements are taken into consideration. A detailed statement of work and outline of tasks are then included in the proposal.

Our approach is to manage the process from project notice to proceed to final deliverables. Our project delivery planning begins with a clear understanding of technical standards, specifications, a definition or deliverable items and milestone schedules. We understand the importance of reporting milestone progress to the client and include progress meetings as part of the process. We also understand that as the project progresses, there are situations that may occur that would require an alternative to the scope outline. Our goal is to provide the client all of the details and have a proposed solution and plan of action that minimizes the time and effort to achieve this task.

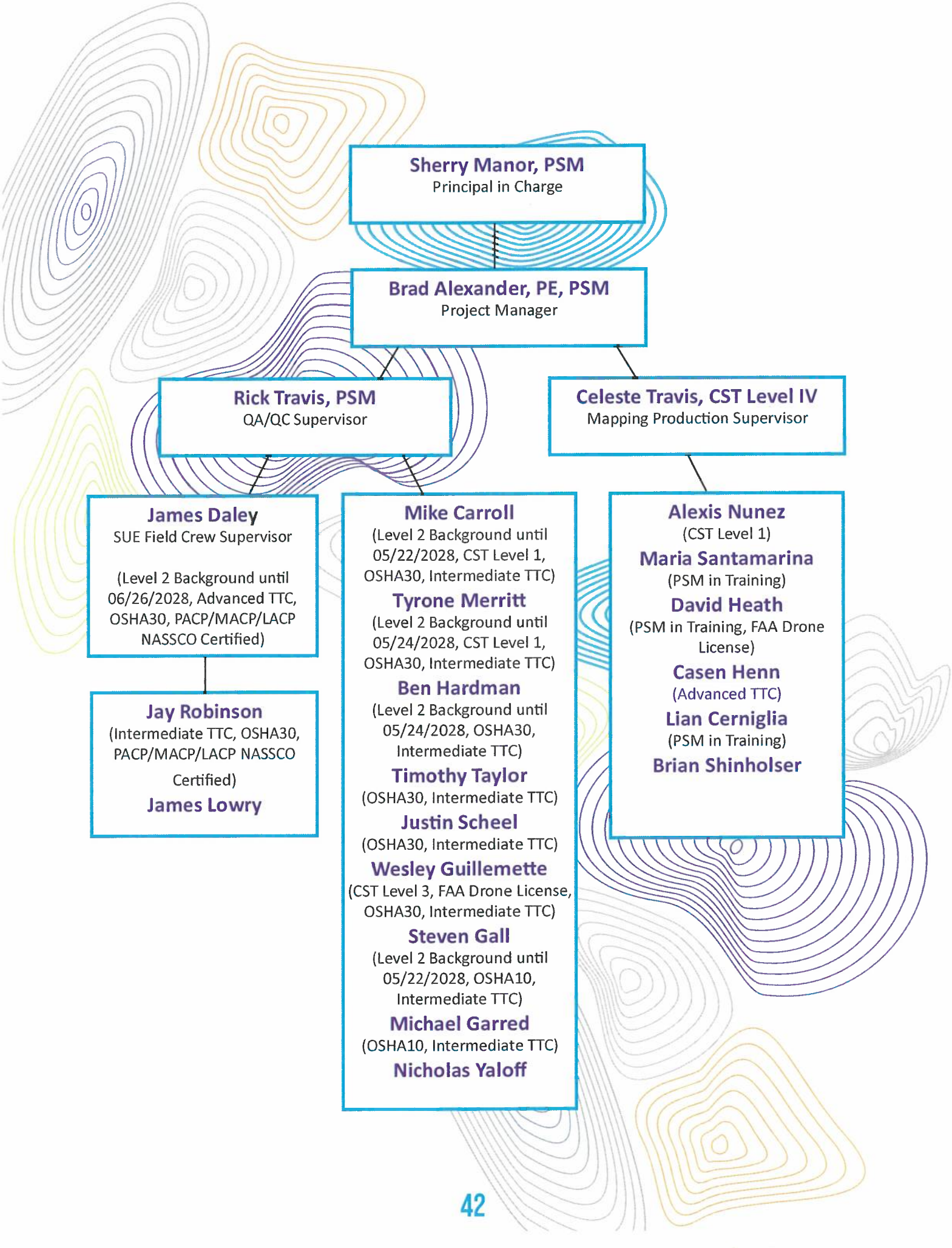
Training is a critical element of our QA/QC program. All team members are trained in basic and advanced project management including client services and communication skills.

As part of the internal review process and to ensure adherence to the industry standards, our firm standards and client-imposed standards, internal review forms and checklists are used and, depending on project requirements, developed. Included in the review process is an understanding of methodology used to collect the field data and a data check-in process to ensure data integrity. Typically, an internal review is completed in stages with each level dated and archived in the project directory. Our field teams are required to provide photographs or video to support internal review. Another process includes a draft review of the drawing from the field technician.

Our deliverable processes are developed to ensure a seamless transfer of data and product documentation with confidence that all review elements were achieved to ensure QA/QC objectives.



TAB C
QUALIFICATIONS


Sherry Manor, PSM
Principal in Charge
Brad Alexander, PE, PSM
Project Manager
Rick Travis, PSM
QA/QC Supervisor
Celeste Travis, CST Level IV
Mapping Production Supervisor
James Daley
SUE Field Crew Supervisor
(Level 2 Background until 06/26/2028, Advanced TTC, OSHA30, PACP/MACP/LACP NASSCO Certified)
Jay Robinson
(Intermediate TTC, OSHA30, PACP/MACP/LACP NASSCO Certified)
James Lowry
Mike Carroll
(Level 2 Background until 05/22/2028, CST Level 1, OSHA30, Intermediate TTC)
Tyrone Merritt
(Level 2 Background until 05/24/2028, CST Level 1, OSHA30, Intermediate TTC)
Ben Hardman
(Level 2 Background until 05/24/2028, OSHA30, Intermediate TTC)
Timothy Taylor
(OSHA30, Intermediate TTC)
Justin Scheel
(OSHA30, Intermediate TTC)
Wesley Guillemette
(CST Level 3, FAA Drone License, OSHA30, Intermediate TTC)
Steven Gall
(Level 2 Background until 05/22/2028, OSHA10, Intermediate TTC)
Michael Garred
(OSHA10, Intermediate TTC)
Nicholas Yaloff
Alexis Nunez
(CST Level 1)
Maria Santamarina
(PSM in Training)
David Heath
(PSM in Training, FAA Drone License)
Casen Henn
(Advanced TTC)
Lian Cerniglia
(PSM in Training)
Brian Shinholser



Sherry L. Manor I Principal, Professional Surveyor and Mapper

Experience: 18 Years
Education: BS, Forensic Analysis, Chemistry Minor, University of Central FL
Continuing Education for Licensing Requirements
Professional Registration: Professional Surveyor and Mapper, LS6961

RELEVANT EXPERIENCE

- Tomoka Farms - Route Survey (Kimley-Horn)
- Eagle Lake - Route Survey (Kimley-Horn)
- Freedom Highschool - Sketch and Legal Description for TECO Peoples Gas Easement (HBK Engineering)
- City of Edgewater Utility Easement - Sketch and Legal Description for Water Main Easement (Kimley-Horn)
- 345 SR 436 - Sketch and Legal Description for Watermain Easement (HBK Engineering)
- 535 Utility Route - Route Survey and Utility Cross Sections (PE Group)
- Verona Off-Site Topo - Route Survey (KB Home)
- Barrington Hills Watermain and Force Main - Route Survey (Kimley-Horn)
- Grissom Parkway - Route Survey (KB Home)
- Legacy at Davenport - Route Survey (Kimley-Horn)
- Mt. Homer - SUE (Arcadis)
- Tampa West Lateral - Topographic Survey (HBK Engineering)
- Duke Energy Vaults - Topographic Survey and SUE (HBK Engineering)
- Midway Drainage Improvement - Specific Purpose (Atkins)
- Alden Road - Boundary & Topographic Survey, Plat (RS&H)
- Seminole County East Bains - GIS Storm Inventory (GeoSyntec Consultants)
- Reams Road - Advanced Right of Way (DRMP)
- Lift Station 2 Replacement - Topographic and Boundary (Wright-Pierce)
- Reserve at Lakeridge Phase 1 - Boundary, Topographic & Utility Survey (Kimley-Horn)
- Reserve at Lakeridge Phase 2 - Boundary Survey (KB Home)
- Tradeshow Blvd - Right of Way (DRMP)
- Hicks Ave. Final Design - Route Survey, Right of Way (RS&H)
- Commander Dr Park - Boundary & Topographic Survey (GAI Consultants)
- OC Library System, Horizon West Branch - Topographic & Utility Survey (Borrelli+Partners)
- Pickwick Village Storm Sewer Rehabilitation - Topographic & Utility Survey (Kimley-Horn)
- OC Parcels X-X1 & Y - Bounday & Topographic Survey, Plat (Ustler Development)
- Winter Haven Septic-to-Sewer Remediation Area 6 - Route Survey (Wright-Pierce)
- OC Corrections North and South Perimeter Security Buildings - Topographic & Utility Survey (KMF Architects)



Brad Alexander I Professional Engineer, Professional Surveyor and Mapper

Experience: 24 Years
Education: BS, Civil Engineering, University of Central FL
Continuing Education for Licensing Requirements
NASSCO Pipeline/Manhole/Lateral Assessment & Certification
Advanced TTC Certification #21868
Professional Registration: Professional Surveyor and Mapper, LS6885
Professional Engineer, 78427

RELEVANT EXPERIENCE

- City of Oviedo Continuing Contract - Misc. Survey and SUE Services
- Orange County Utilities (OCU) Continuing Contract - Misc. Survey Review Services (Carollo)
- Lake Highland - Route Survey (Carollo)
- Hood Ave. - Route Survey (Wright-Pierce)
- Ocoee 16 - Route Survey (Fore Construction)
- Tarpon Springs Solar - Construction Stake-Out and As-Built Survey (Advanced Green Technologies)
- Seminole County Forcemain - Route Survey (CHA-Reiss)
- City of Winter Springs On-Call Emergency Services - Misc. Survey, Utility Location and Test Hole Services (Carollo)
- Hillsborough County One Water Program - Sketch and Legal Descriptions, Property Acquisition Assistance (Carollo)
- Kissimmee Gateway Airport Parcel 8 - Topographic Survey and SUE (AVCON)
- Sisson Road - Route Survey (Wright-Pierce)
- Hamlin Utility Easement - Sketch and Legal Description for Duke Energy Transmission Easement (Hazen & Sawyer)
- Teacup Springs - Route Survey (Mead & Hunt)
- Coolidge Street Utilities - Route Survey (Wright-Pierce)
- Coolidge Street Drainage & Roadway - Route Survey (Kimley-Horn)
- South Florida National Cemetery - Construction Services and As-Built Survey (G&C Fab-Con)
- Deltona Lift Station 7 Replacement - Route Survey (Mead & Hunt)
- South Water Reclamation Facility (SWRF) Phase 6-A - SUE (Black & Veatch)
- Dixie Way, Phase 1 - Route Survey (Kimley-Horn)
- Brevard County Lift Station T-08 - Route Survey (Kimley-Horn)
- Conserv I 36" Reclaimed WM Ext, Phase 1 & 2 - Route Survey (WSP)
- Raymond James Stadium - Construction Services and As-Built Survey (Advanced Green Technologies)
- Port Orange Intake Pond - Topographic and Utility Survey (Mead & Hunt)
- Old Mission Road - Topographic and Utility Survey (DRMP)
- Vehicle Maintenance Facility -Construction Services and As-Built Survey (Wharton-Smith)
- Brightline Zone 2 - Construction Services and As-Built Survey (Middlesex Corporation)



Rick Travis I Professional Surveyor and Mapper

Experience: 44 Years
Education: Seminole Community College
Rollins College
Valencia Community College
Continuing Education for Licensing Requirements
Special GPS Training Course, Geo-Plane, Inc.
Professional Registration: Professional Surveyor and Mapper, LS5944

RELEVANT EXPERIENCE

- Hillsborough County One Water Program - Sketch and Legal Descriptions, Property Acquisition Assistance (Carollo)
- Sisson Road - Route Survey (Wright-Pierce)
- Hamlin Utility Easement - Sketch and Legal Description for Duke Energy Transmission Easement (Hazen & Sawyer)
- Alafaya Trail - Right of Way (Woolpert)
- Tomoka Farms - Route Survey (Kimley-Horn)
- Eagle Lake - Route Survey (Kimley-Horn)
- 535 Utility Route - Route Survey and Utility Cross Sections (PE Group)
- Dixie Way, Phase 1 - Route Survey (Kimley-Horn)
- TWA LS 35 Lake Front Phase 2 - Route Survey for Sewer Rehab (SanPik, Inc.)
- Reams Road - Advanced Right of Way (DRMP)
- University Blvd. Pedestrian/Cyclist Safety Study - Right of Way (VHB, Inc.)
- Solary Park Trail Connectivity - Boundary Survey, Sketch and Legal Description (City of Oviedo)
- Lake Toho Water Restoration Pond Trail and Bill Johnson Park - Right of Way (HDR)
- Titusville THS Forcemain Replacement - Right of Way (Kimley-Horn)

- Orange County Utilities (OCU) Continuing Contract - Misc. Survey Review Services (Carollo)
- City of Cocoa, Well 17 Survey - Boundary and Topographic Survey (Connect Consulting, Inc.)
- LS No. 2 Replacement - Topographic and Boundary Survey (Wright-Pierce)
- Coolidge Street Utilities - Route Survey (Wright-Pierce)
- Daytona LS34 - Boundary & Topographic Survey, SUE (Carollo)

Rick has over 44 years of experience of surveying in every FDOT district in the State of Florida, federal projects, and in the Caribbean. He is an expert in title and deed review, section breakdowns, and boundary surveys. As the former Lake County sureyor and an Orange County project coordinator, Rick understands the virgorous QA/QC procedures that need to be in place to ensure the safety and best interests of the public and private stakeholders. His roles working for municipalities include the review of surveying and mapping submittals and providing review and recommendations for right of way and facilities engineering projects, platting and real estate acquisition.



Celeste Travis I Certified Survey Technician, Level IV

Experience: 37 Years
Education: AA Interior Design
Surveying and Drafting Coursework
MicroStation Coursework
Professional Registration: Certified Survey Technician, Level IV
Certification Number 0702-1727

RELEVANT EXPERIENCE

- Reams Road - Advanced Right of Way (DRMP)
- Tiny Road RCA - Right of Way (WSP)
- Tradeshow Blvd. - Right of Way (DRMP)
- Alafaya Trail Utility Easements - Sketch and Legal Descriptions (Woolpert)
- World Gateway Drive - Boundary and Topographic Survey (PE Group)
- Edgewater Drive - Route Survey (HDR)
- Engineering Design for the Bicycle Beltway Downtown Gap - Route Survey (HDR)
- Midway Drainage Improvement - Specific Purpose (Atkins)
- Seminole County Forcemain - Route Survey (CHA-Reiss)
- Tomoka Farms - Route Survey (Kimley-Horn)
- Eagle Lake - Route Survey (Kimley-Horn)
- Ivanhoe Blvd Area 2 - Route Survey (GTC Engineering)
- Ocoee 16 - Route Survey (Fore Construction)
- Xentury City Utility Easements - Sketch and Legal Descriptions (Allen Morris Company)
- Orange County Utilities (OCU) Continuing Contract - Misc. Survey Review Services (Carollo)
- Alden Road - Boundary & Topographic Survey, Plat (RS&H)

- Volaris at Lake Wilson - Sketch and Legal Description (Contravest)
- West Town Pkwy Roundabout, Final Design - Sketch and Legal Description (Kittelson & Associates)
- TOHO Scott Blvd LS18 Gravity Sewer Rehab - Construction As-Built (Sanpik, Inc.)
- Emergency Operations Center Building - Construction As-Bult (Gomez Construction)
- Cheney Highway Water Main Improvements - Sketch and Legal Description (Wright-Pierce)

Celeste is a seasoned senior surveyor and mapper and has worked for the largest engineering and surveying and mapping firms in Florida. Her experience includes leading teams on transportation right of way mapping projects for municipal and private clients, chairing the transitional team on a Company wide move from Autodesk Civil 3d and Bentley Open Roads. With over 37 years of boundary, deed analysis, and right of way mapping, Celeste understands the process of roadway design, real estate acquisition and easements for construction. Additionally, her expertise of the AEC industry's current CAD applications allows her to lead the team to deliver survey and mapping products in the format required for the project.



James Daley I Subsurface Utility Engineering Supervisor

Experience: 8 Years
Education: Advanced TTC Certification #83053
Certificate of Locating Competancy #WA3755
NASSCO Pipeline/Manhole/Lateral Assessment and Certification
OSHA30
Confined Space

RELEVANT EXPERIENCE

- Lake Highland - Route Survey (Carollo)
- Hood Ave. - Route Survey (Wright-Pierce)
- City of Winter Springs On-Call Emergency Services - Misc. Survey, Utility Location and Test Hole Services (Carollo)
- Francis Avenue - SUE (Interstruct, Inc.)
- South Water Reclamation Facility (SWRF) Phase 6-A - SUE (Black & Veatch)
- Tomoka Farms - SUE (Kimley-Horn)
- LS 5 Forcemain Evaluation - SUE (Carollo)
- Winter Springs East and West Water Reclamation Facilities (WRF) - SUE (Carollo)
- Richard Crotty Parkway - SUE (Woolpert)
- Titusville THS Forcemain Replacement - SUE (Kimley-Horn)
- Grissom Parkway - SUE (KB Home)
- Seminole County Forcemain - SUE (CHA-Reiss)
- Alafaya Trail FM & ARV Replacement, Phase 2 - SUE (Woolpert)
- Sisson Road - SUE (Wright-Pierce)
- 535 Utility Route - SUE (PE Group)
- Coolidge Street Utilities - SUE (Wright-Pierce)
- Williamson Road FM - SUE (Carollo)
- Packing District FM Upgrades - SUE (Wright-Pierce)
- TWA LS 35 Lake Front Phase 2 - SUE (SanPik, Inc.)
- Ocoee 16 - SUE (Fore Construction)
- TOHO Scott Blvd LS18 Gravity Sewer Rehabilitation - SUE (Sanpik, Inc.)
- Port Orange 20 inch FM - SUE (Kimley-Horn)
- Cheney Highway Water Main Improvements - SUE (Wright-Pierce)
- Whispering Pines - SUE (Kimley-Horn)
- Sherwood Forest - SUE (Kimley-Horn)
- Mercy Dr. Sanitary Sewer and FM Improvements - SUE (Barnes, Ferland & Associates, Inc.)

James has an extensive background in the field of Subsurface Utility Engineering including the use of Ground Penetrating Radar (GPR), Radio Frequency (RF) locators and non-destructive vacuum excavation. James is also FDOT Advanced TTC/ MOT Certified. His role with L&S Diversified is to oversee field operations, provide QA/QC review, utility coordination and general management of utility designation and excavation projects. James has built relationships with most utility agencies in the area to provide the most effective coordination possible for each project he is involved with.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 28, 2023

L&S DIVERSIFIED, LLC
489 STATE ROAD 436 STE 117
CASSELBERRY, FL 32707-4969

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7829

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7829**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

L&S DIVERSIFIED, LLC
489 STATE ROAD 436 STE 117
CASSELBERRY, FL 32707-4969

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 28, 2023

SHERRY L MANOR
PO BOX 149487
ORLANDO, FL 32814-9487

SUBJECT: Professional Surveyor and Mapper License # LS6961

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS6961

Professional Surveyor and Mapper
SHERRY L MANOR

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6961**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

SHERRY L MANOR
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 28, 2023

BRAD H ALEXANDER
PO BOX 149487
ORLANDO, FL 32814-9487

SUBJECT: Professional Surveyor and Mapper License # LS6885

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS6885

Professional Surveyor and Mapper
BRAD H ALEXANDER

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6885**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BRAD H ALEXANDER
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ALEXANDER, BRADLEY H.

1015 NEELY STREET
OVIEDO FL 32765

LICENSE NUMBER: PE78427

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 24, 2023

RICK J TRAVIS
104 CHAPPELL CREEK DR
RICHLANDS, NC 28574-8263

SUBJECT: Professional Surveyor and Mapper License # LS5944

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS5944

Professional Surveyor and Mapper
RICK J TRAVIS

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5944**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

RICK J TRAVIS
104 CHAPPELL CREEK DR
RICHLANDS, NC 28574-8263

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

C E R T I F I E D

SURVEY TECHNICIAN

Celeste B. Travis

through knowledge, experience and testing has met the requirements established by the Certified Survey Technician Board.



Level IV Office Manager

Level

President

0702-1727

Certificate Number

6/30/2024

Expiration Date

NSPS

NSPS CST CERTIFIED SURVEY TECHNICIAN

Certificate of Completion

BRADLEY ALEXANDER

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

08/21/2024	110	Jack Luckhardt	65054
Date Expires	FDOT Provider #	Instructor	Certificate #

Safety Links
An IOA company

IOA Risk Services
1855 W State Rd 434
Longwood, FL 32750
www.safetylinks.net
ghansen@safetylinks.net

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

FDOT

This Certifies that
JAMES DALEY

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 03/11/2026 **Certificate #** 83053

Instructor: Jack Luckhardt **FDOT Provider #** 110

IOA Risk Services
Phone: 800-768-7036
1855 W State Rd 434
Longwood, FL 32750
www.safetylinks.net
cassandra.hinds@ioausa.com

IOA
INSURANCE OFFICE OF AMERICA
risk services

NASSCO

CERTIFICATE
OF COMPLETION

PROUDLY PRESENTED TO

Brad Alexander

Certification Number: U-612-15684

Expiration Date: 05/02/24

Sheila Joy

Sheila Joy
Executive Director

NASSCO · PIPELINE ASSESSMENT CERTIFICATION PROGRAM · PACP

NASSCO · LATERAL ASSESSMENT CERTIFICATION PROGRAM · LACP

NASSCO · MANHOLE ASSESSMENT CERTIFICATION PROGRAM · MACP

Note: The individual is not an employee or partner of NASSCO. The individual acknowledges and agrees that NASSCO does not supervise or control the individual and that NASSCO shall not be responsible for any acts or omissions of the individual.

CERTIFICATE OF COMPLETION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

James Daley

Certificate Number: U-0121-70400376

Sheila Joy
Executive Director

PACP
Since 2021
Issued: 01/21/2021
Expires: 01/21/2024

MACP
Since 2021
Issued: 01/22/2021
Expires: 01/21/2024

LACP
Since 2021
Issued: 01/22/2021
Expires: 01/21/2024

Note: The user is not an employee, agent or partner of NASSCO. The user acknowledges and agrees that NASSCO does not supervise or control the user and that NASSCO shall not be responsible for any acts or omissions of the user.

OSHA OUTREACH TRAINING

Completion Certificate

JAMES D DALEY

has successfully completed the following course:

OSHA 30-Hr Outreach Training for the Construction Industry

and is awarded 3.0 CEU credits

1/30/2023

David Couch

OSHA Authorized Trainer

Construction #: 20-0107970 General #: 20-0079854

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Authorized Provider:

UNIVERSITY OF SOUTH FLORIDA

Certificate #: 06810927

Certificate of Locating Competency



James Daley

Has attended training and passed a written examination
indicating a thorough knowledge of electro-magnetic locating instruments

Certification Date: March 31st, 2023
Certification #WA3755
(Valid for two years from the certification date)

Approved by: Matt Streets

Staking University Records Administrator

TAB D

QUALITY OF INNOVATIVE APPROACH AND VALUE-ADDED SERVICES



OCU South WRF Phase 6 Improvements

L & S Diversified is part of the Black & Veatch design team through Orange County Utilities (OCU) Continuing Contract Y20-905-TA to perform a site wide topographic survey at OCU's South Water Reclamation Facility on Sand Lake Road for a site wide stormwater improvement project along with other modifications to other processes on site. The project site area encompasses approximately 92 acres developed as a wastewater treatment facility. To help with schedule and budget requirements, L &S Diversified utilized its fixed wing Unmanned Aerial Vehicle (UAV) to provide a current high resolution aerial image of the site and topographic LiDAR of the existing site for use in determing stormwater basin areas. By utilizing UAV technology, L &S Diversified was able to significantly reduce field survey time to complete the site topographic survey while providing the client with a current high resolution aerial image of the constantly changing site conditions.

Creative Village

L & S Diversified has worked on the Creative Village in downtown Orlando since 2016. During this time, we performed survey control; boundary, topographic, construction, and as-built surveys; and sub-surface utility engineering on multiple jobs for various clients both public and private. This redevelopment project involved new roadways, infrastructure, and vertical construction in an urban setting. The development was phased into different projects and required planning between several stakeholders. Since L & S was involved since the mater planning, we were able to provide all parties with up-to-date survey and utility data, where new infrastructure overlapped with old and when different projects met at a common phase line. Since the data was on hang, accurate, and complete, there was no additional time needed to collect the survey or utility data and the design and construction could progress faster with less unknowns. Duplicated tasks were eliminated, lowering manhours and our fees, and bringing great cost savings to our clients.



TAB E

FINANCIAL STABILITY / LITIGATION AND DEBARMENT

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD AND INDEPENDENT AUDITORS' REPORT

L&S Diversified, LLC

December 31, 2022

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LITIGATION

L & S Diversified, LLC has not had any litigation claims involving the company, its officers or directors.

CLASS ACTIONS

L & S Diversified, LLC has not had any class actions within the company, industry investigations by Attorneys General, or individual cases.

DEBARMENT

L & S Diversified, LLC has not had any debarments actions against them related to the professional activities of the firm, by the City or any public entity.

CONTRACT TERMINATION

L & S Diversified, LLC has not had any contract awarded by another goverment agency terminated for default or convenience.





TAB F
REFERENCES

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Paul Yeargain

   Phone: (O) 407.971.5654 / (M) 407.912.3018

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 1

   Description of service: Boundary and Topographic Surveying Services and Sub-Subsurface Utility Engineering

2. Contact Name: Richard Allen

   Phone: (O) 407.246.2766 / (M) 321.229.8760

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 9

   Description of service: Surveying and Sub-Surface Utility Engineering for various City of Orlando Capital Improvement projects.

3. Contact Name: Chuck Shultz

   Phone: (O) 407.246.2658 / (M) 407.716.2970

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 10+

   Description of service: Boundary and Topographic Surveying Services and Sub-Subsurface Utility Engineering

This document must be completed and returned with your submittal.

THANK YOU FOR YOUR CONSIDERATION

RFSQ # 23-17

L & S
Diversified
489 STATE ROAD 436
SUITE 117
CASSELBERRY, FL 32707
407.681.3836
INFO@LSSURVEYOR.COM

NV5



THE CITY OF PORT ORANGE

RFSQ# 23-17

PROFESSIONAL SURVEYING SERVICES

November 27, 2023















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November 27, 2023

City Clerk's Office
Port Orange City Hall
1000 City Center Circle
Port Orange, FL 32129

RE: RFSQ #23-17, CITY OF PORT ORANGE, PROFESSIONAL SURVEYING SERVICES

Dear Selection Committee:

NV5, Inc. is very pleased to present our team's qualifications to provide professional surveying services for the City of Port Orange, including **boundary, right-of-way, construction layout, topographic, as-built, quantity, vertical control, horizontal control, hydrographic, easement, tree surveys, excavation/borrow material quantity surveys, and special purpose surveys as well as elevation certificates, cost estimates, mapping, sketch and legal descriptions, and more** on an as needed basis. NV5 has performed these services as part of on-call contracts for numerous counties and municipalities across the state and for various Florida Department of Transportation Districts. NV5's survey experience in Florida spans more than 40 years. Our team members are experienced professionals, each with experience on projects similar to those expected to be a part of this annual services contract.

With more than 40 years of experience, Chris LaBerge, PSM will be your primary liaison and will oversee our survey services. He is a Senior Project Manager in NV5's Orlando office and has managed and coordinated geomatics projects for multiple counties throughout the state. His relationships with contractors, utility companies, and government and state agencies will prove invaluable on your projects.

With more than 18 years of experience, Judd French, PSM, will serve as Deputy Project Manager. He has worked all over the United States, collecting survey data for various types of projects in both the public and private sectors. Collectively, our team leads have seen it all, and they will apply their knowledge to create innovative strategies and solutions to any complications, ensuring smooth and successful outcomes for the City of Port Orange.

NV5 will work as an extension of your team, providing immediate attention to the needs of the City with efficiency and the highest quality data for your projects. We greatly appreciate the opportunity to be part of your team and to present NV5's qualifications for your Professional Survey Services contract and upcoming project. Please don't hesitate to contact me at any time during the selection process. We look forward to developing a long and successful relationship with the City of Port Orange.

Sincerely,

Jason Mahoney, PE
Vice President
321.436.5229 cell
jason.mahoney@NV5.com
(Authorized Officer)



A Required Proposal Forms



SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

X Form 9.2 – Respondents Acknowledgement Form

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Sworn Statement on Public Entity Crimes

X Form 9.6 – Anti-Collusion Form

X Form 9.7 – Statement of Respondent's Qualifications

X Form 9.8 – Professional References for Previous Experience

X Form 9.9 – Authorized Signatures/Negotiators

X Form 9.10 – Scrutinized Companies Certification

X Form 9.11 – E-Verify Affidavit

X Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

N/A Form 9.13 – Non-Disclosure Agreement for Confidential Materials

N/A Exhibit "A" – Description of Confidential Material

N/A Form 9.14 – No Submittal Statement Form

X Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: NV5, Inc.
Name of Business

Authorized Signature

11/10/23
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ■I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

NV5, Inc.	6200 Lee Vista Boulevard, Suite 400
Name of Business	Mailing Address
Authorized Signature	Orlando, FL 32822
Jason Mahoney, PE, Vice President	City, State & Zip Code
Printed Name and Title	321.436.5229
27-1979486	Telephone Number
Federal Identification No.	jason.mahoney@nv5.com
	E-mail Address

STATE OF: FLORIDA COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 16 day of NOVEMBER, 2023, by JASON P. MAHONEY and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Susan M. Turk Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/16/2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

NV5, Inc.
Name of Business

Authorized Signature

Jason Mahoney, PE, Vice President
Printed Name and Title

STATE OF: FLORIDA COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of NOVEMBER, 2023, by JASON P. MAHONEY and who:

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

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

NV5, Inc.
Name of Business

Authorized Signature

Jason Mahoney, PE, Vice President
Printed Name and Title

STATE OF: FLORIDA COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of NOVEMBER, 2023, by JASON P. MAHONEY and who:

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

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Jason Mahoney, PE, who, being by me first duly sworn, made the following statement:

1. The business address of 6200 Lee Vista Boulevard, Suite 400, Orlando, FL 32822 (name of Respondent or business) is NV5, Inc.
2. My relationship to NV5, Inc. (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

NV5, Inc.
Name of Business

Authorized Signature

Jason Mahoney, PE, Vice President
Printed Name and Title

STATE OF: FLORIDA
COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of NOVEMBER, 2023, by JASON P. MAHONEY and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

Susan M. Turk

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: NV5, Inc.

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

PRINTED SIGNATURE: Jason Mahoney, P.E.

TITLE: Vice President

ADDRESS: 6200 Lee Vista Boulevard, Suite 400

CITY, STATE AND ZIP CODE: Orlando, FL 32822

TELEPHONE: 321.436.5229 FAX: _____

F.E.I.N.: 27-1979486

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: NV5, Inc.

B. Permanent main office address: 6200 Lee Vista Boulevard, Suite 400, Orlando, FL 32822

C. Date organized: 1979

D. If a corporation, where incorporated: Delaware

E. How many years have you been engaged in the business under your present firm or trade name? 5 years

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Engineering, Survey, SUE, Geotechnical

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: City of Orlando CSC, Alachua County CSC, City of Gainesville CSC

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ $400,000,000

N. Give bank name, contact name and phone number: Bank of America, Alex Garrote 954.765.2202

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

NV5, Inc.
Name of Business

Authorized Signature

Jason Mahoney, P.E., Vice President
Printed Name and Title

STATE OF: FLORIDA

COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 16 day of NOVEMBER, 2023, by JASON P. MAHONEY and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

This document must be completed and returned with your submittal.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: BBC Engineering
   Contact Person: Boyd Jenkins
   City, State: Orlando, FL
   Telephone Number: 407.951.6444
   Email Address: bjenkins@bcceng.com
   Description of goods/services provided: Design and Right-of-Way Survey Support
   Contract Amount: $25,014
   Start/End Date of Contract: 8/27/2018 - 3/1/2019
2. Company Name: City of Orlando
   Contact Person: Richard Allen, P.S.M., C.F.M.
   City, State: Orlando, FL
   Telephone Number: 407.246.2788
   Email Address: richard.allen@cityoforlando.net
   Description of goods/services provided: Land Surveying and Mapping CSC
   Contract Amount: up to $4 million
   Start/End Date of Contract: 6/30/1998 - 6/30/2024
3. Company Name: Alachua County
   Contact Person: Ramon Gavarrete, P.E.
   City, State: Gainesville, FL
   Telephone Number: 352.374.5245
   Email Address: gavarrete@alachuacounty.us
   Description of goods/services provided: Surveying, SUE
   Contract Amount: $523,980
   Start/End Date of Contract: 2018-2023

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Richard Allen, P.S.M, C.F.M.

   Phone: 407.246.2788

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: 25

   Description of service: Land Surveying and Mapping

2. Contact Name: Boyd Jenkins

   Phone: 407.951.6444

   Current Client: ☐ Yes ☒ No

   Number of years of service provided: <1

   Description of service: Design and Right-of-Way Survey Support

3. Contact Name: Ramon Gavarrete, P.E.

   Phone: 352.374.5245

   Current Client: ☐ Yes ☒ No

   Number of years of service provided: 20

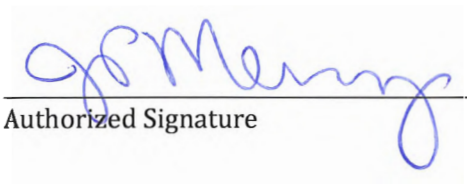
   Description of service: Boundary surveys, right-of-way surveys, construction layout surveys, topographic surveys,as-built surveys, quantity surveys, vertical control surveys, horizontal control surveys, hydrographic surveys, subsurface utility locations

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Jason Mahoney, P.E.	Vice President	321.436.5229



Authorized Signature

Jason Mahoney, P.E.

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Jason Mahoney, P.E., Vice President, on behalf
(Print Name and Title)

of NV5, Inc. ("Company"), certify that NV5, Inc.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

NV5, Inc.
COMPANY NAME

SIGNATURE

Jason Mahoney, P.E.
PRINT NAME

Vice President
TITLE

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION p.2

STATE OF FLORIDA

COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 16 day of NOVEMBER, 2023, by JASON P. MAHONEY and who:

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

Susan M. Turk Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

This document to be completed and returned with your submittal.

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Surveying Services

Solicitation Number: RFSQ #23-17

I, the undersigned hereby certify that NV5, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of NV5, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

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

Jason Mahoney, P.E., Vice President
Print or Type Name, Title

Signature of Affiant

27-1979486
Federal Employer ID Number (FEIN)

NV5-455751
E-Verify Number

STATE OF FLORIDA

COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of NOVEMBER, 2023, by JASON P. MAHONEY and who:

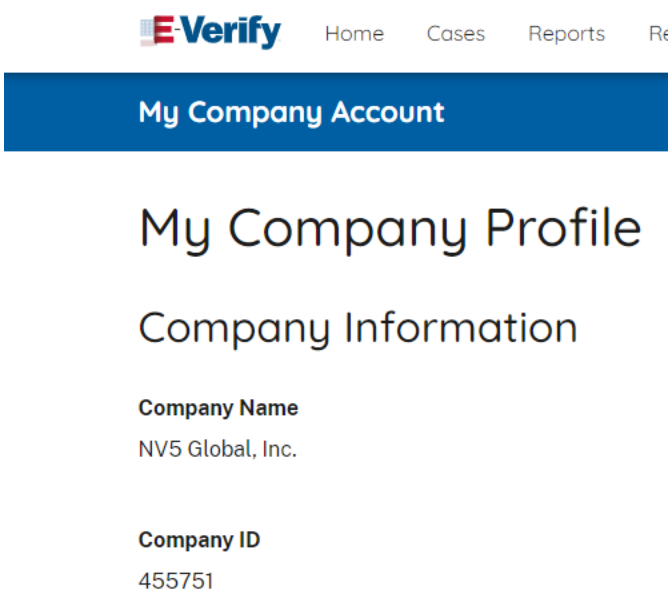
☑ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

This document to be completed and returned with your submittal.


E-Verify
Home
Cases
Reports
My Company Account
My Company Profile
Company Information
Company Name
NV5 Global, Inc.
Company ID
455751

FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____ Date 11/16/23

Signature of Contractor's Authorized Official

Jason Mahoney, P.E., Vice President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, NV5, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jason Mahoney, P.E., Vice President

Name & Title of Contractor's Authorized Official

Date: 11/16/23

Sunbiz.org Division of Corporations — an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
NV5, INC.

Filing Information

Document Number	F10000001138
FEI/EIN Number	27-1979486
Date Filed	03/05/2010
State	DE
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/15/2021
Event Effective Date	NONE

Principal Address

200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Changed: 01/15/2018

Mailing Address

200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Changed: 01/15/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/15/2023

Address Changed: 03/15/2023

Officer/Director Detail

Name & Address

Title Director, Executive VP, Co-Secretary

O'BRIEN, MARY JO
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title President, Director

HOCKMAN, ALEXANDER
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title TREASURER, VP

Codispoti, Edward
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title VICE PRESIDENT

Tanenbaum, Harold
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title CHIEF EXECUTIVE OFFICER,

WRIGHT, DICKERSON
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title VP

LIBERMAN, Ilya
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title VP

AVERY, RYAN
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title Director, Executive VP,

TONG, RICHARD
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title VP

LIPSON, STEVE
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

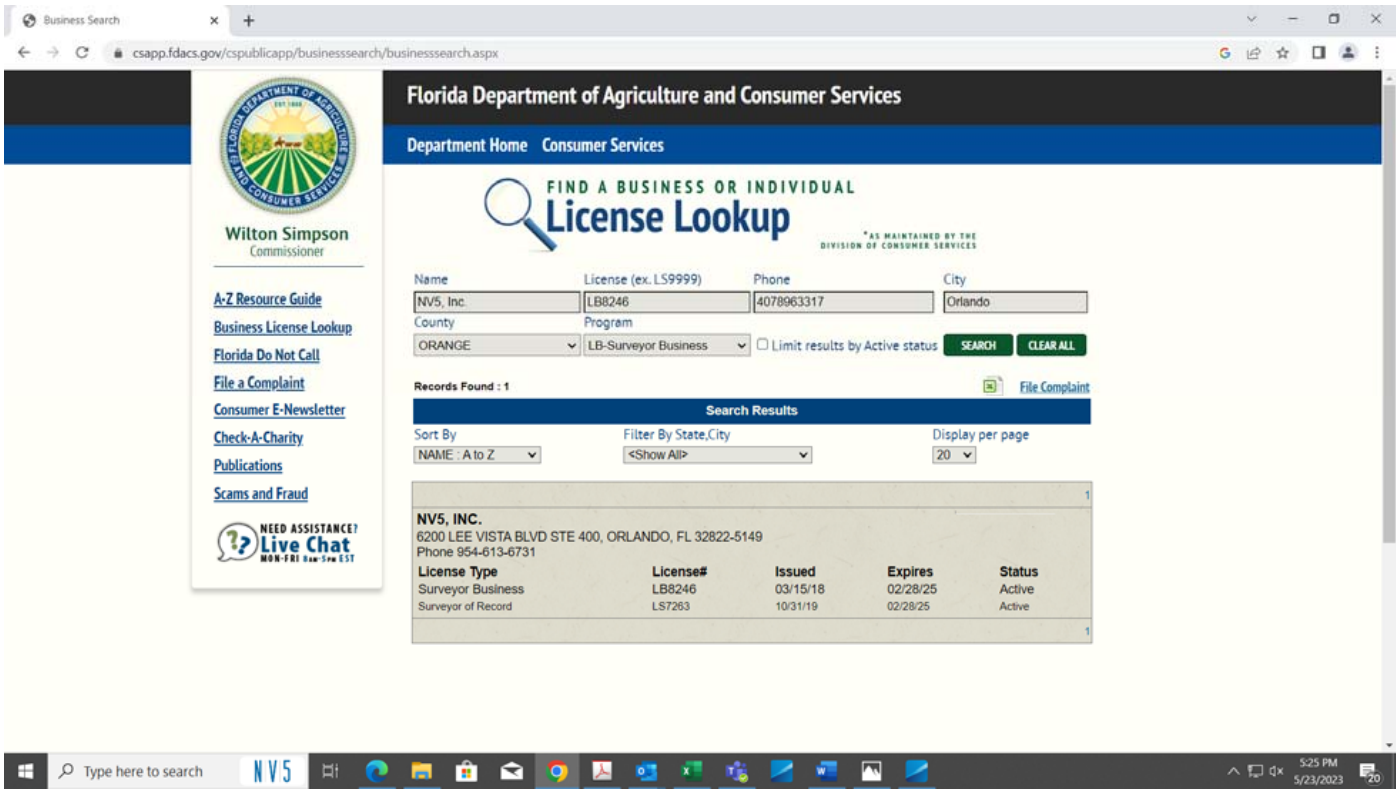
Title VP

MAHONEY, JASON
200 SOUTH PARK ROAD
SUITE 350
HOLLYWOOD, FL 33021

Title VP

Annual Reports

Report Year	Filed Date
2022	03/09/2022
2022	03/10/2022
2023	02/22/2023


Business Search
csapp.fdacs.gov/cspublicapp/businesssearch/businesssearch.aspx
Florida Department of Agriculture and Consumer Services
Department Home Consumer Services
Wilton Simpson
Commissioner
A-Z Resource Guide
Business License Lookup
Florida Do Not Call
File a Complaint
Consumer E-Newsletter
Check-A-Charity
Publications
Scams and Fraud
NEED ASSISTANCE?
Live Chat
FIND A BUSINESS OR INDIVIDUAL
License Lookup
Name
License (ex. LS9999)
Phone
City
NV5, Inc.
LB8246
4078963317
Orlando
County
Program
ORANGE
LB-Surveyor Business
Limit results by Active status
SEARCH
CLEAR ALL
Records Found : 1
File Complaint
Search Results
Sort By
Filter By State,City
Display per page
NAME : A to Z
<Show All>
20
NV5, INC.
6200 LEE VISTA BLVD STE 400, ORLANDO, FL 32822-5149
Phone 954-613-6731
License Type
License#
Issued
Expires
Status
Surveyor Business
LB8246
03/15/18
02/28/25
Active
Surveyor of Record
LS7263
10/31/19
02/28/25
Active
Type here to search
5:25 PM
5/23/2023

NV5 EQUIPMENT LIST

QTY	SURVEY EQUIPMENT LIST
9	Leica TS 16P R500 Robotic Total Station
1	Trimble S6 Robotic Total Station
2	Trimble S5 Robotic Total Station
3	Trimble S8 Robotic Total Station
2	Topcon GTS 301 & 312 DPG Total Station
1	Topcon GTS 311 DPG Total Station
2	Leica TS07
1	Leica TS06
HD Survey Equipment	
3	RIEGL VUX (UAV LiDAR)
1	RIEGL VZ600i Terrestrial LiDAR
1	RIEGL VZ400i Terrestrial LiDAR
Hydrographic Survey	
6	Single Beam Sonar
10	Multibeam Sonar
6	Side Scan Sonar
5	Sub Bottom Profiler

FIRM PRINCIPALS/OFFICERS

Dickerson Wright. Mr. Wright has served as Chief Executive Officer and Chairman of the Board of Directors since the Company's inception in September 2011. Mr. Wright previously served as our President from 2011 until January 1, 2015. Prior to the Company's inception, Mr. Wright founded NV5 Holdings, Inc. (formerly known as NV5 Global, Inc. and NV5, Inc.), a Delaware corporation and wholly owned subsidiary of ours, in December 2009 and has served as its Chief Executive Officer, President and Chairman of the Board since its inception in December 2009.

Qualifications: Mr. Wright has over 40 years of uninterrupted experience in managing and developing engineering companies. From early 2008 through late 2009, Mr. Wright served as the Chief Executive Officer of Nova Group Services. Prior to joining Nova Group Services, Mr. Wright served as the Chief Executive Officer of Bureau Veritas, U.S. ("BV"), where he was responsible for developing BV's U.S. operations through strategic acquisitions and follow-on growth. Before Mr. Wright joined BV, it had a minimal presence in the United States; however, by the time Mr. Wright left BV in 2007, its U.S. operations employed 3,200 people in 67 offices and generated $280 million in revenue. Prior to BV, Mr. Wright founded U.S. Laboratories in 1993 and oversaw its growth to 1,000 employees and $80 million in revenue. Mr. Wright led U.S. Laboratories to a successful initial public offering in 1999 (NASDAQ: USLB), and, in 2001, U.S. Laboratories was named as the small cap growth stock of the year. Mr. Wright earned a Bachelor of Science degree in Engineering from Pacific Western University and is a board-certified engineer in California.

Alexander A. Hockman. Mr. Hockman has served as a member of our Board of Directors since January 28, 2015 and as our Chief Operating Officer and President since January 1, 2015. Prior to becoming President and Chief Operating Officer, Mr. Hockman served as our Executive Vice President beginning September 2011 and President of NV5 - Southeast beginning February 2010.

Qualifications: Mr. Hockman has over 30 years of diverse experience in the fields of construction inspections, materials testing, geotechnical, environmental, waterfront, construction and building envelope consulting. From March 2003 until March 2010, Mr. Hockman served as the Chief Operating Officer of the Construction Materials Testing Division of BV. Further, from 1985 until its acquisition by BV in 2003, Mr. Hockman served as the President of Intercounty Laboratories. Mr. Hockman earned a Bachelor of Science degree in Civil Engineering from Florida International University and is a licensed engineer in Florida.

MaryJo O'Brien. Ms. O'Brien has served as a member of our Board of Directors since June 9, 2018 and has served as our Executive Vice President, Chief Administrative Officer and Secretary since September 2011. Prior to her present role, Ms. O'Brien served as Executive Vice President of Human Resources and Administration of NV5 Global, Inc. from January 2010 to September 2011.

Qualifications: Ms. O'Brien has more than 30 years of experience in human resources, administration and the engineering and consulting industry. From March 2008 through November 2009, Ms. O'Brien served as the Director of Human Resources for Nova Group Services, Inc. From 2002 to 2008, Ms. O'Brien held various management positions with BV. Further, Ms. O'Brien served in similar human resources and administrative capacities for Testing Engineers - San Diego and U.S. Laboratories from 1987 to 2002. Ms. O'Brien earned a Bachelor's degree in Communications and Business Economics from the University of California at San Diego.

Donald C. Alford. Mr. Alford served as a member of our Board from March 26, 2013 to June 9, 2018 when he retired from the Board at the 2019 Annual Meeting. Mr. Alford has served as our Executive Vice President since September 2011 and as the Executive Vice President of NV5 Global, Inc. since February 2010 and is responsible for M&A and other growth initiatives. From February 2007 until February 2010, Mr. Alford held a similar position with Nova Group Services, Inc. From November 2002 to November 2006, Mr. Alford acted as the exclusive M&A agent in the U.S. for BV. Further, from 1998 to 2002, Mr. Alford served as the Executive Vice President and Secretary for U.S. Laboratories. Mr. Alford earned a Bachelor of Arts degree in History from Princeton University and a Master of Business Administration degree from the University of Virginia. Mr. Alford also served as an officer in the U.S. Marine Corps from 1965 until 1968.

Richard Tong. Mr. Tong has served as our Executive Vice President and General Counsel since April 2010.

Qualifications: Mr. Tong has approximately 20 years of experience working in the engineering, environmental, consulting, testing and inspection industry. In his capacity as our Executive Vice President and General

FIRM PRINCIPALS/OFFICERS

Counsel, Mr. Tong devotes a considerable amount of time to acquisitions, strategic planning, corporate compliance and legal matters. From November 2008 through November 2009, Mr. Tong served as the Executive Vice President and General Counsel of Nova Group Services, Inc., an engineering and consulting services company. Mr. Tong also served as the Executive Vice President and General Counsel for BV from January 2003 until November 2008 and headed BV's Legal, Ethics, Compliance, and Risk Management programs in North America. Mr. Tong earned a Bachelor of Science degree in both Biology and Chemistry and a Juris Doctorate degree from the University of Miami and is a licensed attorney in Florida.

Edward H. Codispoti. Mr. Codispoti has served as our Chief Financial Officer since June 6, 2019.

Qualifications: Mr. Codispoti was previously the Chief Financial Officer of Ilumno Holdings, Ltd. since May 2017 and as CFO of JetSmarter, Inc. from October 2016 to March 2017. He served in various capacities for TradeStation Group, Inc. including CFO from June 2011 to August 2016, Chief Accounting Officer from February 2010 to June 2011 and Corporate Controller and Vice President of Accounting from September 2007 to May 2011. Mr. Codispoti began his career at Arthur Andersen, LLP. He is a Certified Public Accountant and a Member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Mr. Codispoti earned his Bachelor of Accounting and Master of Accounting degrees from Florida International University.

NV5 CURRENT CONTRACTS

Fee	Project Name	Est Completion Date
$13,790.17	US 1 at Yellow Dog Cafe-TEDS-D1 Survey Signal Design	11/14/2024
$17,595.90	US 27 at NW 80th Ave-TWO 81-TEDS-D1 Survey Roadway	11/24/2024
$387,173.00	SR438 From Homestead Rd to Princeton St- Design Survey	12/31/2026
$47,447.95	Lake Harney Circle and Rest Haven-Marion Ave- Design Survey	12/31/2024
$27,725.06	Old Mims Road and S Jungle Road- Design Survey	12/31/2024



B Company Profile: History and Qualifications



HISTORY OF THE FIRM

Since 1979, Lochrane Engineering had been providing engineering services to public and private clientele throughout Florida, including civil engineering, surveying services, land planning, structural engineering, comprehensive planning, roadway and drainage design, and more, enabling clients to undertake construction projects. In May of 2017, Lochrane Engineering was acquired by global firm, NV5, greatly expanding our capabilities and resources.

NV5 is a provider of professional and technical engineering and consulting solutions ranked #24 in the Engineering News-Record Top 500 Design Firms list. NV5 serves public and private sector clients in the infrastructure, energy, construction, real estate, and environmental markets. The company has more than 4,000 employees operating out of more than 100 locations worldwide. For additional information, please visit our website at **www.NV5.com**.

LOCATION OF OFFICE FROM WHICH WORK WILL BE PERFORMED

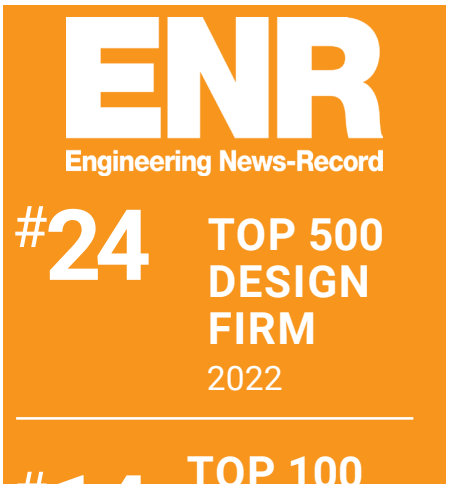
Work will be performed from our Orlando office, located at:

6200 Lee Vista Boulevard, Suite 400
Orlando, FL 32822

COMPANY HEADQUARTERS

200 South Park Road, Suite 350
Hollywood, FL 33021













NV5 has reviewed and understands the various services that might be required under this contract including: *Boundary Surveys; Right-of-Way Surveys; Construction Layout Surveys; Topographic Surveys; As-Built Surveys; Quantity Surveys; Vertical Control Surveys; Surveying Cost Estimates; Mapping; Horizontal Control Surveys; Hydrographic Surveys; Record Surveys; Specific or Special Purpose Surveys; Description and Description Sketches*. We agree to perform any and all professional surveying services as assigned by the City Project Coordinator and we understand that this is a non-exclusive professional surveying agreement and the City may enter into other agreements for the performance of surveying services as deemed in the best interest of the City.



NV5's APPROACH TO THE PROVISION OF SERVICES - WORK PLAN

NV5's team will provide expert coordination, experienced personnel, and dedication in meeting or exceeding your expectations. We will provide qualified personnel, equipment, transport, materials, and supplies to successfully complete each assignment in a timely manner and in full accordance with applicable surveying codes and standards including, but not limited to, Florida Statutes Chapters 472 and 177, Standards of Practice as set forth in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Surveying and Mapping Handbook, Roadway and Traffic Design Standards, Quality Assurance Guidelines and Checklist, and American Society of Civil Engineers (ASCE) SUE Standards per CI/ASCE 38-22. The following is a narrative on our understanding of the scope required for surveying and mapping services, together with our approach to delivering the scope of work on a task assignment.

Once NV5's project manager, Chris LaBerge, receives a task work order request from the City's project coordinator, he will call to discuss the upcoming assignment, general scope, and timeline. A written scope of services will be finalized, and a man-hour/cost proposal will be prepared based on that scope. This proposal is then forwarded to the City project manager for review and discussion.

Upon Notice to Proceed (NTP) field work and office activities are scheduled immediately. NV5 uses an interactive crew and staff schedule in an excel spreadsheet via Microsoft Teams that allows for full coordination with staff members to ensure availability. NV5 works four 10-hour days thus allowing for additional work on Friday as might be needed to help compress schedules. Staff will work on Saturdays and evenings as needed, depending on traffic conditions and MOT restrictions for off-hour activities.

Our project schedule will outline milestones. Our field crew schedule is updated accordingly. A package containing necessary information for the project is given to the field crew. Each day, the crew meets with the project surveyor to review the field work progress. The data is downloaded and backed up each night.

Copies of the field notes are left for daily review by the project surveyor and used by the survey technician. By monitoring these daily, any instructions to the field crews can be given while they're on site, eliminating the need for "go backs."

Field Review: Upon completion of the field work, a check plot is prepared and reviewed in the field by a survey team member. A final review plot is made and checked against the field edit plot to ensure completeness.

Interaction with City staff: At the discretion of the City's project coordinator, regular meetings (weekly/monthly), phone calls, and e-mails will keep all participants advised of the task assignment and progress.

SERVICES PROVIDED

Topographic Surveys/Boundary Surveys: NV5 can perform topographic surveys efficiently and accurately utilizing our state-of-the-art technology. This includes:

- Conventional 2D and 3D data collection utilizing our robotic total stations and electronic data collectors, and the use of terrestrial LiDAR scanners, all with conventional field notes;
- Digital and automatic levels for differential vertical benchmark establishment and for cross sections;
- Aerial photogrammetric technology;
- Unmanned Aerial Vehicle (UAV) equipped with photogrametric cameras and LiDAR sensors
- Mobile and static LiDAR technology;
- GPS/RTK technology data collection.

NV5's topographic surveys are performed and supported by documented field sketches and notes, together with digital Google Earth tagged photographs. This can assist the survey technician with the drawing preparation and documents the conditions at that point in time.

The topographic survey will be provided in AutoCAD Civil 3D for the City. With over 1.7 million square miles of topographic LiDAR data (≥ 2 pulses/m2 or greater) collected in North America, NV5 has LiDAR acquisition experience for federal, state/regional, and private entities that is unparalleled. They have been at the forefront of the collection and processing of LiDAR data for 20 years and are experienced with all applications of topographic mapping for any landscape. NV5's best practices provide accuracies that support analyses, engineering, and mitigation decisions made by USGS and other clients.

As-Built Surveys: NV5 has performed hundreds of "as-built" surveys to ensure compliance with the design specifications. Confirming that the same horizontal and vertical control points are utilized for this effort as was used during construction is most important.

Construction Layout: NV5 routinely performs construction layout surveying support for projects, always overseen by a PSM and survey technician. Typically, preliminary calculations are made in the office from plans and provided to the field crew to implement. Field staking is performed, and redundant measurements are made to the staked-out positions to confirm accuracy. This is then checked by the office staff before releasing the contractor to work from these set stakes.

Mean High Water Line Surveys: NV5 has experience in the determination of non-title boundary lines on navigable water bodies to determine the division between the upland owner and state-owned lands. For those water bodies within the City limits that are considered Navigable waters of the State, NV5 would employ the procedures outlined in George Cole's publication, "Water Boundaries" and defined in Chapter 2 of that publication.

Quantity Surveys: NV5 is routinely asked to perform quantity surveys to determine cut or fill information. This work can be performed utilizing "conventional" cross sections with an automatic level and rod, an electronic total station and data collector, GPS/RTK for more detailed information, or on larger or irregular areas with the use of terrestrial scanning.

Land Platting: One of NV5's staff members is a continuing education provider teaching Plat Law, Chapter 177 for Florida Licensed Surveyors. All of our staff takes this course every biennium to ensure that we are current with standards. We understand that the City's process to have a plat approved and recorded takes the effort of many beyond the surveyor.



Special Purpose Surveys: These tasks do not fall into one specific category but a wide variety of smaller specific survey needs the city may require. One recent example: NV5 prepared a specific-purpose survey for the FDOT for a roadway where the physical roadway extended beyond the right-of-way limits. We met with the Maintenance Engineer and the FDOT surveyor to agree to the limits of the maintained roadway from the Maintenance Engineer's records.

QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Quality assurance is established by the NV5 team in every stage of the survey process. This process ensures that field and office procedures and resulting reference information provided to the team are complete and correct. It also verifies that each activity by the field crew and the office technician is executed correctly and in direct supervision of the project manager and his qualified staff, who are all familiar with the City's processes.

All staff will utilize these guidelines and will document all activities to assist in the review and control at every stage of the survey. A kick-off meeting conducted by senior staff members will set our strict expectations. Our review will confirm that all scope items are completed as negotiated. Any course corrections can be made early in the process to keep the project on schedule.

QA/QC for Field Procedures - Data Collection and Data Processing: NV5 will maintain strict adherence to our own Standard Operating Procedures as well as the minimum standards of practice during all field work, including note keeping and automated data collection to ensure the integrity of the survey and as required by law. Data collectors are downloaded daily to ensure data security. All survey data is post-processed in house using industry standard methodology and reviewed by a PSM. The program uses a least squares

adjustment on all redundant measurements, generating reports which ensure accuracy. Any edits or revisions made to the file are noted and dated within the file itself, creating a solid audit trail for the processed data.

Whenever possible, field survey data is located using a constant rod height to deter miscommunications of the rod height. No shots are more than 500 feet. If any are found to be over that distance, the vertical values are checked by redundant methods.

A check plot is reviewed by the project manager and crew chief and a field review is performed. During the field review, all the data collected is verified and compared to any historic information to make certain that all for the information is correct. This field edit is returned to the project manager for review, revisions, and further instruction. All notes, reviews, and documentation is kept in the project folder to aid in any potential audit trail of the survey data.

NV5's equipment is maintained and calibrated regularly - particularly before, during, and after a significant project assignment. Checking of tripods, tribrachs, and prisms, cables, and data collectors is made regularly at qualified survey instrument companies and is documented to keep track of this effort.

QA/QC for Right-of-Way Mapping and Survey Drawing Preparation: The QA/QC effort will consist of a thorough review of the entire map, including computational review of map geometry, final decision making, set and recovery of monumentation descriptions, field book numbers, survey notes, text details, subdivision lots, and recording data and deed reference points. All accepted data will be highlighted in yellow and necessary changes marked in red. The technician or surveyor will address the comments in green on the red line set. New plots and the red/green marked up sheets are forwarded back to the reviewer to check the revisions and accept changes in blue. Any changes not addressed will be marked again in red on the new plot and he/she will do a QA/QC check of land boundary descriptions, plat names etc. and final geometry checks. These will then be returned to the survey technicians for final revisions for the staged submittal. Documentation of decisions made will be kept for review and discussions as necessary with the City.

SAFETY AWARENESS

NV5 will minimize inconveniences to the public and provide safe work areas for everyone involved. NV5 implements a vigorous field safety program and holds weekly meetings to reinforce safety guidelines. Additionally, we hold safety meetings specific to each task. All of our key field staff have appropriate TTC/MOT training provided by the Florida Safety Council.

NV5 also conducts unannounced and documented safety inspections. Our field staff members have undergone Central Florida Rail Corridor Railroad Transportation Safety Training, which is extensive and rigorous. All vehicles are clean and white with safety lights and strobes for easy visibility. Safety procedures for working on or adjacent to any survey site include but are not limited to:

- Proper Personal Protection Equipment
- OSHA safety certifications – 10 hour and 30-hour certifications available
- Site specific safety orientation and emergency plans in place
- Open communication between all parties on the project
- Check in/check out procedure
- Practice fire prevention, proper fire extinguisher safety

In addition, NV5 uses certified staff to perform confined space entry.

RESPONSIVENESS

NV5 views the City of Port Orange as our highest priority client. As such, we will commit our project manager to an availability of 70% with office support staff at a minimum of 60%. We are committed to providing a minimum of two survey field crews within 24 hours for emergency responses. NV5 staff are just a quick email and/or phone call away.

A DEEP BENCH OF PROFESSIONALS AND KNOWLEDGE SHARING TO ENSURE THAT WE MEET YOUR NEEDS

The NV5 Orlando office boasts three Professional Surveyor and Mapper professionals, two of whom have dedicated over 20 years of service to the company. Their extensive expertise and long-standing commitment to NV5 are testament to the sustained excellence in the line of service provided to clients over the last two decades.

NV5 extends its surveying and mapping services across various states and cities, with over five key personnel holding multiple state licenses in addition to their Florida Professional Surveying and Mapping licenses. This collective proficiency positions NV5 as a well-qualified and experienced group capable of effectively managing projects.

NV5 implements succession planning strategies, ensuring the sustained delivery of services to clients. These strategies include:

Cross-Training Team Members: Recognizing the critical importance of maintaining operational continuity, NV5 has developed a Cross-Training Team Members Plan. This strategic initiative ensures the seamless transfer of knowledge and skills within our teams, underscoring our commitment to delivering uninterrupted and high-quality land surveying and mapping services.

Mentorship Programs: NV5 believes in the power of mentorship to cultivate talent, inspire innovation, and drive professional growth. Our Mentorship Programs are thoughtfully designed to create a supportive environment where knowledge is shared, skills are honed, and relationships flourish.

Clear Documentation of Processes: We prioritize clear documentation of processes to ensure a smooth transition in case of key personnel changes.

Redundancy and Backup: NV5 ensures operational resilience by having multiple team members with similar skills or capabilities. This guarantees that if one key person is unavailable, others can seamlessly step in.

Recruitment and Onboarding: NV5 has the ability to attract top talents quickly, with established procedures for recruiting and onboarding skilled professionals to address any gaps due to personnel changes.

Knowledge Transfer: NV5 has a designed approach to knowledge transfer within the team, involving regular team meetings, documentation of project specifics, and ongoing training initiatives to share expertise among team members.

Effective Communication Protocols: Clear lines of communication at NV5 ensure that project information is shared efficiently among team members, minimizing the impact of personnel changes.

Experience and Track Record: NV5 maintains a track record of successfully completing projects, even in situations where there have been changes in key personnel. Specific instances of resilience and adaptability are carefully tracked and recorded.

Client Satisfaction: With a long history of client satisfaction and successful project outcomes, NV5 consistently demonstrates its ability to meet or exceed client expectations, regardless of personnel changes.

Knowledge is power.
Knowledge shared is power multiplied.

- Robert Boyce

PROJECTS AND EXPERIENCE



CITY OF ORLANDO, CONTINUING SURVEY AND MAPPING SERVICES

ORLANDO, FL

NV5 has provided survey and mapping services under multiple City of Orlando Survey contracts since 1998. Task assignments included design surveys, boundary surveys, control surveys, topographic surveys, as-built surveys, right-of-way surveys, and underground utility location surveys.

OWNER/CONTACT: City of Orlando, Richard Allen, PSM, City Surveyor, 407.246.2788, cell: 321.229.8760, Richard.Allen@orlando.gov

SERVICES: Surveying, SUE

DATES OF SERVICE: 1998 - Ongoing

TOTAL PROJECT COST: Undetermined to-date as the contract is ongoing.



GAINESVILLE CONTINUING SERVICES CONTRACT

GAINESVILLE, FL

NV5 provided licensed surveyor services and technical oversight of survey personnel for the City of Gainesville as requested by the City Engineer to support operations and development review.

SERVICES: Surveying

DATES OF SERVICE: 2018 - 2021

TOTAL PROJECT COST: $24,347



CITY OF NEW SMYRNA BEACH, PROFESSIONAL LAND SURVEYING AND MAPPING CONTINUING SERVICES

NEW SMYRNA BEACH, FL

This three-year contract includes as-built, boundary, design, marine, right-of-way location, topographical and tree surveys as well as plat and map reviews, construction staking, cross selections for drainage basin analysis, easement sketches, GIS grade mapping, legal descriptions, and title searches.

SERVICES: Surveying, SUE

DATES OF SERVICE: 2023 - Ongoing

TOTAL PROJECT COST: Undetermined to-date as the contract is ongoing.



ALACHUA COUNTY SURVEY SERVICES

ALACHUA COUNTY, FL

NV5 held this contract for 20 years. Assignments included boundary surveys, right-of-way surveys, construction layout surveys, topographic surveys, as-built surveys, quantity surveys, vertical control surveys, horizontal control surveys, hydrographic surveying, subsurface utility locations, etc. Projects include: Lundgren boundary survey of 232 acres, Franklin Crates boundary survey of 162 acres, and Raydient Parcel boundary survey of 168 acres, among others.

OWNER/CONTACT: Alachua County, Ramon Gavarrete, PE, County Engineer, 352.374.5245, gavarrete@alachuacounty.us

SERVICES: Surveying, SUE

DATES OF SERVICE: 2018 - 2023 (most recent contract)

TOTAL PROJECT COST: $523,980



POLK COUNTY CONTINUING SURVEYING AND MAPPING

POLK COUNTY, FL

This five-year contract includes survey field work, photogrammetric surveys, LiDAR surveys boundary surveys, right-of-way map preparation, design surveys, legal descriptions, easements and right-of-way, as built surveys, and topographic surveys, etc.

SERVICES: Surveying, SUE

DATES OF SERVICE: 2021 - Ongoing

TOTAL PROJECT COST: Undetermined to-date as the contract is ongoing.



SEMINOLE COUNTY CONTINUING CONSULTANT SERVICES - DESIGN OF MINOR PROJECTS

SEMINOLE, FL

As a subconsultant, NV5 provided utility coordination in support of minor projects, including the Lake Harney Circle Drainage Improvements and Old Mims Road at Jungle Road Drainage Improvements.

OWNER: Seminole County

CONTACT: Johnson, Mirmiran & Thompson, Inc., Jason Flick, PE, Senior Associate, 407.562.4952, jflick@jmt.com

SERVICES: Utility Coordination

DATES OF SERVICE: Ongoing

TOTAL PROJECT COST: Undetermined to-date as the contract is ongoing.



FDOT DISTRICT 5, LAP CONTINUING SERVICES CONTRACT

SEMINOLE, FL

NV5 provides (as part of the team on this contract) design surveys, topographic surveys, alignment and right-of-way surveys, and SUE to support FDOT projects.

OWNER: FDOT District 5

SERVICES: Survey, SUE

DATES OF SERVICE: Ongoing

TOTAL PROJECT COST: Undetermined to-date as the contract is ongoing.



C Key Personnel



Organizational Chart





Chris LaBerge, PSM
Primary Point of Contact/
Project Manager



Judd French, PSM
Deputy Project Manager



John Hoechst, PSM
Project Surveyor



Robert Cosme
SUE Task Manager



Jamie Gutierrez, CST I
Survey Party Chief (Tech III)



Richard Poore, CST II
Survey Party Chief (Tech III)



Eber Figueroa
Survey/SUE (Tech II)



Brian Crownover
Instrument Operator
(Tech II)



John Jones
Instrument
Operator (Tech II)



Mohamad Attallah
Rod Person
(Tech I)

Key Team Lead



SURVEYING
Orlando, FL
chris.laberge@NV5.com
407.896.3317

EDUCATION
Valencia Community College
Course Study

EXPERIENCE
41 years: total
28 years: firm

REGISTRATIONS
Professional Surveyor and Mapper: FL

AFFILIATIONS
Florida Surveying and Mapping Society/Central Florida Chapter of FSMS, Past President, Past VP, Past Secretary

National Society of Professional Surveyors (NSPS)

CHRIS LABERGE, PSM

Primary Contact/Project Manager

Chris has more than 41 years of experience and has been with NV5 for more than 27 years. He provides surveying and mapping support for design and right-of-way surveys. Chris is proficient in the use of CADD, Electronic Field Book, CAiCE, and GeoPak. He is very active in the Florida Society of Professional Surveyor and Mappers and holds positions with the local Chapter of the FSMS.

Project Experience

THE CITY OF PORT ORANGE CONTINUING SURVEY SERVICES CONTRACT
THE CITY OF PORT ORANGE, FL

NV5 held this contract for 20 years. Assignments have included boundary surveys, right-of-way surveys, construction layout surveys, topographic surveys, as-built surveys, quantity surveys, vertical control surveys, horizontal control surveys, hydrographic surveying, and subsurface utility locations. Chris is project surveyor.

CITY OF ORLANDO, SURVEY AND MAPPING SERVICES CONTINUING SERVICES ORLANDO, FL

NV5 was awarded a contract in 2011, 2013, 2015, and again in 2018. Task assignments under the most recent contract included various projects including design surveys, right-of-way surveys, aerial photogrammetry/LiDAR and ground control and underground utility location surveys. Chris is project surveyor.

OSCEOLA COUNTY, CONTINUING SERVICES CONTRACT 2018 - CURRENT
OSCEOLA COUNTY, FL

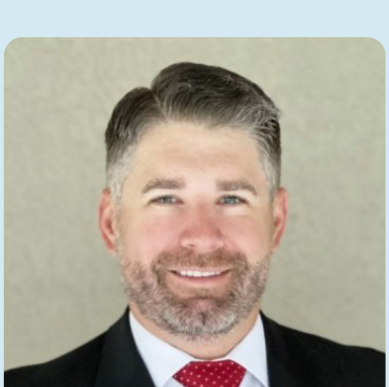
Chris is the survey project manager for this contract with task assignments that have included design surveys, right-of-way surveys, and underground utility location projects. Projects have included Boggy Creek Road Turn Lanes and Boggy Creek Elementary and Parkway Middle School.

CITY OF MAITLAND, CONTINUING SERVICES CONTRACT 2019 - CURRENT
MAITLAND, FL

Chris is the survey project manager for the current contract with task assignments that have included design surveys, right-of-way surveys, and underground utility location projects. Projects have included lift stations.

POLK COUNTY CONTINUING SERVICES 2021 - CURRENT
POLK COUNTY, FL

Chris is survey manager for this five-year contract that includes survey field work, photogrammetric surveys, LiDAR surveys boundary surveys, right-of-way, design surveys, legal descriptions, easements, as built surveys, and topographic surveys, etc.



SURVEYING
Orlando, FL
judd.french@NV5.com
407.896.3317

EDUCATION
B.S., Marine Science, Marine Geology Track, Eckerd College 2006

EXPERIENCE
18 years: total
<1 year: firm

REGISTRATIONS
Professional Surveyor and Mapper: FL #7095

AFFILIATIONS
Florida Surveying & Mapping Society, Central Florida Chapter

National Society of Professional Surveyors

Urban Land Institute

American Society of Civil Engineers

American Society of Highway Engineers

Utility Engineering and Survey Institute (UESI)

Greater Orlando Builders Association (GOBA)

JUDD FRENCH, PSM

Deputy Project Manager

Judd has more than 18 years of experience in the surveying and mapping industry and more than eight years utilizing Terrestrial LiDAR Systems. He has worked all over the United States collecting survey data for various types of projects in both the public and private sectors. Judd's experience includes conducting GIS database attribute field investigations, boundary, ALTA/NSPS land title surveys, construction layout and as-builts, subdivision platting, 3D laser scanning, control network establishment, and topographic and hydrographic surveys. Judd has given numerous presentations, webinars and training sessions on the best practices for terrestrial LiDAR. He has also successfully conducted thousands of scan positions on various large-scale projects while maintaining a high level of efficiency and meeting the high demands of shortened performance periods.

Project Experience

FDOT DISTRICT 7, PASADENA AVE (SR 693) FROM MATTHEWS RD/ SHORE DRIVE TO NORTH OF CENTRAL AVE
ST. PETERSBURG, FL

Judd was project surveyor for this project that provided horizontal and vertical control through the project area, topographic survey, alignment recovery with references, and subsurface utility engineering for clearing of mast arms and pedestrian poles.

FDOT DISTRICT 7, US 98 FROM LANDFILL ROAD TO CITRUS COUNTY LINE
BROOKSVILLE, FL

As project manager, Judd worked with his team to install all new horizontal and vertical control for the design of this project.

FDOT DISTRICT 7, US 19 FROM 66TH AVENUE NORTH TO 118TH AVENUE NORTH
ST. PETERSBURG, FLT

This project included right-of-way mapping as well as a full topographic survey for design purposes. Judd was project manager.

FDOT DISTRICT 7, US 41 FROM CONNERTON TO SOUTH OF SR 52
LAND O' LAKES, FL

This project included subsurface utility engineering utilizing ASCE 38-02 Quality Level A and B for all utilities throughout the right-of-way to assist with design. Judd was project manager.

CITY OF ST. PETERSBURG, STARKEY ROAD FROM ULMERTON ROAD TO EAST BAY SIDEWALK
PINELLAS COUNTY, FL

Judd was project surveyor for this project that consisted of a right-of-way review of the existing conditions as well as a topographic survey throughout the project to assist with design of a new sidewalk.



SURVEYING
Orlando, FL
john.hoechst@NV5.com
407.896.3317

EDUCATION
Valencia Community College: Surveying Technology

Seminole Community College: Computer Technology

EXPERIENCE
40 years: total
8 years: firm

REGISTRATIONS
Professional Surveyor and Mapper: Florida LS 4355

JOHN HOECHST, PSM

Surveyor

John has more than 40 years of Florida surveying experience and has expertise in transportation route surveys, geodetic control surveys, engineering design surveys, right-of-way surveys, and mapping for land acquisition projects. He has extensive experience in the use of GPS technology, electronic data collections systems, and all current survey computer applications, including Microstation, EFB data collection, Geopak and AutoCADD. He has supervised and managed surveying and mapping projects for many municipal government clients including the FDOT and Orange County.

Project Experience

FDOT DISTRICT 2, DISTRICTWIDE SAFETY PROJECTS
VARIOUS COUNTIES, FL

John managed various projects under this contract, including miscellaneous design improvements along roadways throughout District 2. Work included the supervision of both field and office activities.

FDOT DISTRICT 5, SUNRAIL COMMUTER RAIL CORRIDOR
ORANGE & OSCEOLA COUNTIES, FL

NV5 provided right-of-way mapping and design surveys of the CSX Railroad Corridor for 12 miles running from Florida Turnpike through the City of Kissimmee to S. Poinciana Boulevard. Work included the location of underground utilities, GPS/RTK technology, and the review and analysis of Title matters. John was survey project manager.

FDOT DISTRICT 5, SR 426/CR 419
SEMINOLE COUNTY, FL

NV5 provided a full right-of-way survey ,including mapping and full design survey for this roadway improvement project. The project limits were for 2.5 miles along SR 426 and three quarter of a mile along CR 419 in Oviedo. Work included control and right-of-way location, data processing, underground utility location, and the use of GPS technology. John was survey project manager.

FLORIDA'S TURNPIKE ENTERPRISE, SOUTHERN CONNECTOR EXTENSION R/W MONUMENTATION
VARIOUS COUNTIES, FL

John managed the placement of final monumentation along a portion of the Turnpike roadway project from right-of-way maps done by others. Work included the supervision of both field and office activities.



SURVEYING
Orlando, FL
richard.poore@nv5.com
407.896.3317

EDUCATION
High School Diploma

EXPERIENCE
14 years: total
<1 year: firm

REGISTRATIONS
Certified Survey Technician

(CST) Level II

RICHARD POORE, CST II

Technician III, Survey Party Chief

Richard is serving as a survey party chief with NV5. He has 14 years of experience and knowledge in the use of Electronic Field Book data collection, GPS technology and static scanning, performing accurate right-of-way and design surveys for clients such as the Florida Turnpike Enterprise, the City of Orlando, FDOT, and more.

Project Experience

CR 630
POLK COUNTY, FL

Design of a new roundabout at CR 630 and CR 630A in Frostproof, FL.

SR 438 HOMESTEAD ROAD TO PRINCETON STREET
FDOT DISTRICT 5| FL

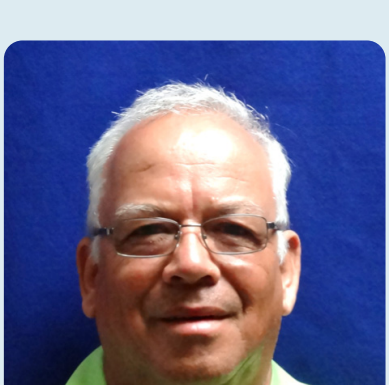
NV5 provided full 3D topo survey, right-of-way mapping, and SUE for new signal poles.

FDOT DISTRICT 5, SR 35 FROM CR 470 TO SR 44 – MAINTENANCE MAP & SPECIFIC PURPOSE SURVEY
SUMTER COUNTY | FL

FDOT DISTRICT 5, SR 400 FROM EAST OF SR 15/600 TO EAST OF SR 472
VOLUSIA COUNTY | FL

FDOT DISTRICT 5, SR 600 FROM HALIFAX RIVER TO SR A1A
VOLUSIA COUNTY | FL

FDOT DISTRICT 5 & BREVARD COUNTY LAP PROJECT, ELLIS ROAD FROM JOHN RODES BOULEVARD TO WICKHAM ROAD
BREVARD COUNTY | FL



SURVEYING
Orlando, FL
jamie.gutierrez@NV5.com
407.896.3317

EXPERIENCE
4 years: total
5 years: firm

REGISTRATIONS
Certified Survey Technician (CST) Level I

JAMIE GUTIERREZ, CST

Technician III, Survey Party Chief

Jamie is serving as Survey Party Chief with NV5. He is very knowledgeable in the use of Electronic Field Book data collection, GPS technology and static scanning, and performing accurate right-of-way and design surveys for clients such as the City of Orlando, Florida Turnpike Enterprise, FDOT, and other similar clients.

Project Experience

FDOT DISTRICT 5, CR 405 BRIDGE REPLACEMENT/NASA PARKWAY FROM US 1 TO SPACE COMMERCE WAY PD&E STUDY
MERRITT ISLAND, FL

This project involves the study of bridge replacement alternatives for the Indian River Bridge in Brevard County which spans the Indian River Lagoon, part of the Intracoastal Waterway for approximately six miles in Merritt Island. The PD&E will prepare for a design-build solicitation. NV5 is providing design survey, topographic survey, and SUE services. Jamie served as instrument person.

FDOT DISTRICT 5, SR 524 FROM FRIDAY ROAD TO INDUSTRY ROAD
BREVARD COUNTY, FL

NV5 provided design surveying services for the PD&E phase of the two-lane to four-lane widening of the 3.15-mile segment of SR 524 from Friday Road south to Industry Road, including the existing interchange at I-95 and SR 524. The survey services included establishing primary vertical control, secondary horizontal control, LAMP targeting support, drainage surveys, geotechnical boring location, designation and survey of underground utilities, and SUE at conflict locations. Jamie served as instrument person.

FDOT DISTRICT 5, SR 501 FROM MICHIGAN TO INDUSTRY PD&E PHASE AND DESIGN PHASE
BREVARD COUNTY, FL

NV5 provided right-of-way mapping and full design survey for this project. The survey included the establishment of secondary horizontal control points and aerial targets; establishing primary vertical control; retracing the alignment of SR 501 and SR 524, including setting centerline and reference points; designating and surveying subsurface utilities; right-of-way, block and section surveys; obscured area DTM surveys; and the location of geotechnical borings and wetland flagging. The project also included a control survey. Jamie served as instrument person.



SURVEYING/UTILITY SERVICES
Orlando, FL
robert.cosme@NV5.com
407.896.3317

EDUCATION
Florida Technical College

Associate in Electronic and Computer Technology

EXPERIENCE
25 years: total
3 years: firm

AFFILIATIONS
Member of the Central Florida Utility Coordination Group

Associate Member of the Florida Surveying and Mapping Society (F.S.M.)

ROBERT COSME

SUE Task Manager

Robert serves as subsurface utility field coordinator and field supervisor, supervising the crew activities. This includes assistance in researching all utilities that may be on a project site through contacts with each utility provider and performing records research for these services. He works closely with the utility company's field locators and the NV5 field crews to ensure the accounting of all services on the project site. Robert has 25 years of experience in underground utility location and is a member of the Central Florida Utility Coordinating Group. Robert oversees the utility crews vacuum excavation activities and utility survey, ensuring compliance with all safety requirements for this field activity.

Project Experience

FDOT DISTRICT 5, CENTRAL FLORIDA COMMUTER RAIL CORRIDOR
VOLUSIA, SEMINOLE, ORANGE & OSCEOLA COUNTIES, FL

This 61-mile rail project runs through the heart of Central Florida. Boundary and design surveys included underground utilities location for the conversion of the existing CSX rail corridor for use by commuter rail trains. NV5 also coordinated the efforts of eight other survey teams participating in the project. Full right-of-way surveys for the main corridor acquisition and station site acquisition were performed throughout the project limits.

FDOT DISTRICT 5, JOHN YOUNG PARKWAY EXTENSION (SR 423)
ORANGE COUNTY, FL

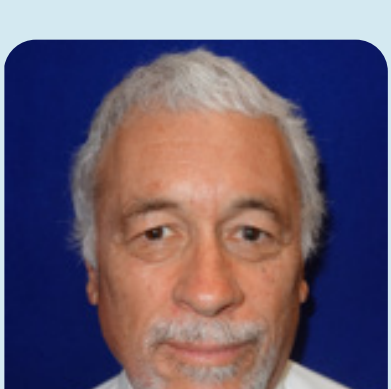
Robert coordinated and supervised the utility designation and vertical verification of the horizontal location (Vvh) of the utilities along this busy 5-mile road improvement project through soft excavation techniques. Work included research and coordination with all utility providers for this project..

NASA /KENNEDY SPACE CENTER MAPPING UTILITIES
BREVARD COUNTY, FL

Robert worked for NASA during the expansion of Space X, Blue Origin, and One Web. During his time at NASA, he performed utility design and mapping of Kennedy Space Center.

FDOT DISTRICT 5, SR 528 AND SR 436 INTERSECTION
ORANGE COUNTY, FL

Robert coordinated field and utility activities for this project that involved utility designations and subsurface utility locations and reports regarding the intersection of SR 528 and SR 436. Proposed improvements included a flyover and expansion of the intersection as well as horizontal and vertical control established at the site, which has been verified. Using cost-saving, state-of-the-art equipment, including reflector-less instruments on this project, a safety barrier was created between workers on the site and motorists traveling through the work zone.



SURVEYING
Orlando, FL
brian.crownover@NV5.com
407.896.3317

EDUCATION
B.A., Rollins College, 1974

Master of Arts in Teaching, Rollins College, 1976

Enrolled in the Certified Survey Technician (CST) program

EXPERIENCE
11 years: total
8 years: firm

BRIAN CROWNOVER

Survey Technician II, Instrument Operator

Brian has more than 11 years of surveying experience in the field. He has knowledge is in the use of GPS technology, static scanning, subsurface utility location surveys and performing accurate right-of-way and design surveys for clients such as City of Orlando, the Florida Turnpike Enterprise, FDOT, and more.

Project Experience

SOUTH LAKE SUMTER TRAIL PHASE IV FROM VAN FLEET TRAIL TO VILLA CITY ROAD
ORANGE & LAKE COUNTIES, FL

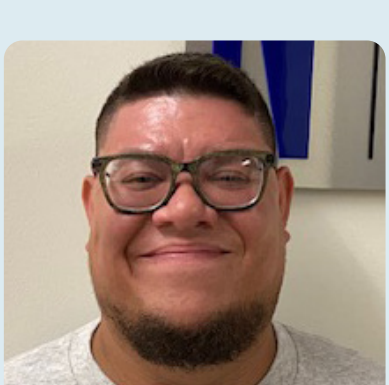
NV5 performed a design survey, including DTM survey; utility designation, excavation (VVH) and survey; channel survey; located wetland flags; and provided geotech support. NV5 was responsible for establishing the Project Primary Vertical Control Network (PPVCN) and established secondary horizontal and vertical control. Brian was survey technician.

FDOT DISTRICT 5, SR 400 (I-4) FROM N OF SR 434 TO VOLUSIA COUNTY LINE
SEMINOLE COUNTY, FL

NV5 performed a right-of-way survey in support of the preparation of control survey and right-of-way maps for the project and performed design survey tasks, including bridge data survey, utility designation, excavation (VVH) and survey, location of wetland flags and geotech support. NV5 was responsible for establishing the Project Primary Vertical Control Network (PPVCN), the secondary horizontal and vertical networks, and placement and location of aerial targets in support of Low Altitude Mapping Photogrammetry (LAMP) activities to be performed by ACA. Brian was survey technician.

FDOT DISTRICT 5, SR 436 FROM SR 50 TO OLD CHENEY AND SR 552 AT SR 436
ORANGE COUNTY, FL

The SR 436 from SR 50 to Old Cheney project involved the installation of a raised median and controlled access points to reduce the number of potential conflicts along the corridor. Improvements included construction of a raised median, extension of the existing 45 mph speed limit to full limits of the project, construction of new median openings, milling and resurfacing, reconstruction of existing traffic signal, and appropriate signing and marking modifications. The proposed typical section included maintaining the existing sidewalks and curb and gutter and providing six (6) 11-foot travel lanes along with an 18-foot median. Brian was survey technician.



SURVEYING
Orlando, FL
eber.figueroa@NV5.com
407.896.3317

EDUCATION
High School Diploma

EXPERIENCE
9 years: total
<1 year: firm

REGISTRATIONS
Certified Professional Utility Locator

EBER FIGUEROA, CPUL

Survey/SUE Tech II

Eber has nine years of surveying experience on a variety of project types. He has substantial experience with both field and office work, including design surveys and subsurface utility location surveys for clients such as FDOT, Florida's Turnpike Enterprise, City of Orlando, and more. Eber is proficient in the use of GIS applications, including ESRI ArcGIS and Terrain Analysis and Data Base Management; and CADD platforms, including MicroStation SS4/SS10 and ORD as well as AutoCAD Civil3D.

Project Experience

FDOT DISTRICT 7, SURVEY SUPPORT SERVICES CONTINUING CONTRACT
MULTIPLE COUNTIES, FL

NV5 is providing survey support as a subconsultant on this contract. We support other qualified survey staff on this $5-million, 5-year contract covering the District 7 area. Eber is serving as survey technician.

FDOT DISTRICT 7, SR 41 (US 301) FROM SR 39 TO GEIGER RD
PASCO COUNTY, FL

NV5 provided design survey and SUE services to support EOR for the development of roadway plans for this four-lane, divided suburban corridor with 11-foot lanes, outside bicycle lanes, sidewalks, and a shared-use path. Conventional approach has been used to create 3D DTM survey, including establishment of secondary horizontal control, primary and secondary vertical control, survey of the open existing drainage structures and along outfall routes to proposed water retention areas. Subsurface utilities were designated and located in accordance with ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Eber was survey/SUE technician.

FDOT DISTRICT 5, SR 600 AT LOCKHART STREET
DAYTONA BEACH, FL

This project was to establish, recover, or re-establish project alignment. It also included analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Eber depicted alignment and/or existing right-of-way lines (in required format) per Department maps, and platted or dedicated rights-of-way. Eber was survey/SUE technician.

FDOT DISTRICT 5, NASA PARKWAY INDIAN RIVER BRIDGE REPLACEMENT
MERRITT ISLAND, FL

This project involved the study of bridge replacement alternatives and development of a PD&E Study and then the final design for the Indian River Bridge in Brevard County which spans the Indian River Lagoon, part of the Intracoastal Waterway. NV5 provided design and right-of--way survey, topographic survey, and SUE services on this project. Eber was survey/SUE technician.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 18, 2023

JUDD FRENCH
621 ESTATES PL
LONGWOOD, FL 32779-2857

SUBJECT: Professional Surveyor and Mapper License # LS7095

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS7095

Professional Surveyor and Mapper
JUDD FRENCH

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 26, 2023

CHRISTOPHER A LABERGE
6200 LEE VISTA BLVD STE 400
ORLANDO, FL 32822-5149

SUBJECT: Professional Surveyor and Mapper License # LS6014

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS6014

Professional Surveyor and Mapper
CHRISTOPHER A LABERGE

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

10/23/23, 4:14 PM Business Search

FIND A BUSINESS OR INDIVIDUAL
License Lookup
*AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

Name	License (ex. LS9999)	Phone	City
John Dennis Hoechst			

County | Program | Limit results by Active status | SEARCH | CLEAR ALL

Records Found : 1

File Complaint

Search Results

Sort By: NAME : A to Z | Filter By State,City: <Show All> | Display per page: 20

1

JOHN DENNIS HOECHST
601 MCDONALD ST APT 405, MOUNT DORA, FL 32757-4884

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS4355	01/22/87	02/28/25	Active
Surveyor of Record For	LB8043	03/11/14	02/28/25	Active

1



D | Innovative Approach & Value-Added Services



INNOVATIVE APPROACHES

Surveying technology is ever evolving. One example is the use of Unmanned Aerial Vehicles (UAV). UAV technology allows for cost-effective creation of digital files in areas such as pond site and channel surveys, as-built surveys, and bridge inspections. NV5 UAVs carry highly sophisticated equipment such as LiDAR scanners, sensors, thermal and multi-spectral cameras and include robust GPS and base station equipment tied into survey ground control. By integrating our UAV fleet, we're able to capture and deliver data at unmatched accuracies.

NV5 offers many other services, including Subsurface Utility Engineering, transportation engineering, civil engineering and geotechnical engineering. Having the ability to coordinate with other disciplines under the same roof gives us the advantage to make quick assessments when needed. We anticipate relying on our other services for guidance on this contract.

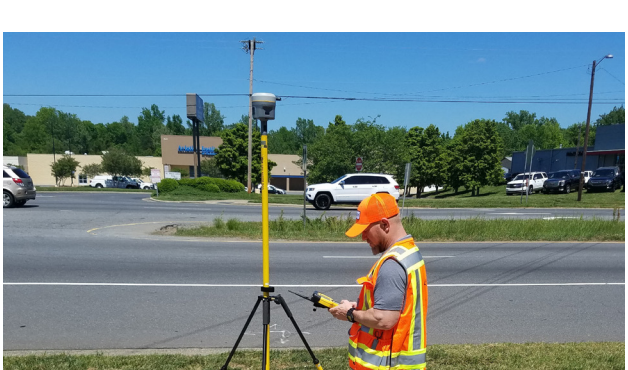
NV5 utilizes Bluebeam Studio which allows PDF files to be accessed simultaneously by multiple individuals for true collaboration and our information technology system allows information to be accessible from any location at any time. We connect data, employees, and customers to generate added value by being more efficient and proactive.

ABILITY TO MEET SCHEDULE AND BUDGET

NV5 is committed to delivering high-quality land surveying services that meet your requirements efficiently, on time and within budget.

- **Project Planning and Management:** We have a proven track record in planning and executing land surveying projects, ensuring that they adhere to the defined timelines and budgets. Our team employs state-of-the-art surveying equipment and technology to optimize efficiency.
- **Skilled Workforce:** Our team of experienced surveyors, field crews, and support staff are well-versed in local regulations, environmental considerations, and land surveying techniques. Their expertise enables us to efficiently handle a variety of surveying projects.
- **Cost-Effective Solutions:** We understand the importance of budget constraints and will work closely with the City to provide cost-effective solutions without compromising the quality and accuracy of our services. We are committed to offering competitive pricing that aligns with your budgetary requirements.
- **Compliance and Timeliness**: We are familiar with the City of Port Orange's specific regulatory requirements and will ensure that all aspects of the project comply with local laws and regulations.
- **Communication:** Open and transparent communication is essential in project management. Chris LaBerge and the NV5 team will maintain regular communication with the City to provide updates on project progress, any deviations from the initial plan, and potential solutions.

We are confident that our expertise, commitment to excellence, and dedicated project management will allow us to meet and exceed the City of Port Orange's expectations in terms of time and budget requirements for this contract.











E | Financial Stability, Litigation/Debarment



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number 001-35849

NV5 Global, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**45-3458017**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
200 South Park Road, Suite 350, Hollywood, FL	**33021**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (954) 495-2112

Securities Registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	**NVEE**	**The NASDAQ Stock Market**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

SELECTED FINANCIAL DATA.

The following selected financial data was derived from our consolidated financial statements and provides summarized information with respect to our operations and financial position. The data set forth below should be read in conjunction with the information contained in Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, and our consolidated financial statements and the notes thereto contained in Item 8, *Financial Statements and Supplementary Data*, in this Annual Report on Form 10-K.

	Fiscal Year Ended				
Statements of Operations Data	**December 31, 2022**	**January 1, 2022**	**January 2, 2021**	**December 28, 2019**	**December 29, 2018**
	(in thousands, except per share data)				
Gross revenues	$ 786,778	$ 706,706	$ 659,296	$ 508,938	$ 418,081
Direct costs:					
Salaries and wages	186,806	175,047	176,865	153,023	132,922
Sub-consultant services	153,641	124,998	107,602	79,598	62,218
Other direct costs	60,357	47,347	40,291	30,935	21,537
Total direct costs	400,804	347,392	324,758	263,556	216,677
Gross profit	385,974	359,314	334,538	245,382	201,404
Operating expenses:					
Salaries and wages, payroll taxes, and benefits	193,488	176,838	176,816	128,558	102,221
General and administrative	66,114	53,986	50,214	42,656	31,713
Facilities and facilities related	21,252	20,193	21,280	17,145	14,401
Depreciation and amortization	38,938	39,953	42,079	25,816	17,384
Total operating expenses	319,792	290,970	290,389	214,175	165,719
Income from operations	66,182	68,344	44,149	31,207	35,685
Interest expense	(3,808)	(6,239)	(15,181)	(2,275)	(1,966)
Income before income tax expense	62,374	62,105	28,968	28,932	33,719
Income tax expense	(12,401)	(14,958)	(7,950)	(5,176)	(6,863)
Net income and comprehensive income	$ 49,973	$ 47,147	$ 21,018	$ 23,756	$ 26,856
Basic earnings per share	$ 3.39	$ 3.34	$ 1.70	$ 1.96	$ 2.44
Diluted earnings per share	$ 3.27	$ 3.22	$ 1.65	$ 1.90	$ 2.33
Weighted average common shares outstanding:					
Basic	14,753,738	14,135,333	12,362,786	12,116,185	10,991,124
Diluted	15,260,186	14,656,381	12,713,075	12,513,034	11,506,466

Balance Sheet Data	**December 31, 2022**	**January 1, 2022**	**January 2, 2021**	**December 28, 2019**	**December 29, 2018**
Cash and cash equivalents	$ 38,541	$ 47,980	$ 64,909	$ 31,825	$ 40,739
Total assets	$ 935,723	$ 961,943	$ 881,175	$ 893,137	$ 439,421
Total notes payable and other obligations	$ 54,849	$ 131,796	$ 307,522	$ 358,187	$ 51,684
Total equity	$ 694,240	$ 624,720	$ 394,069	$ 355,963	$ 317,542

LITIGATION/DEBARMENT

NV5, Inc. has no litigation within the past 5 (five) years to report.

NV5, Inc. has not been named in a class action lawsuit.

NV5, Inc. has no debarment action against the company in the past 5 (five) years.

NV5, Inc. has not had a contract terminated for default or convenience.



F References



FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: BBC Engineering
   Contact Person: Boyd Jenkins
   City, State: Orlando, FL
   Telephone Number: 407.951.6444
   Email Address: bjenkins@bcceng.com
   Description of goods/services provided: Design and Right-of-Way Survey Support
   Contract Amount: $25,014
   Start/End Date of Contract: 8/27/2018 - 3/1/2019
2. Company Name: City of Orlando
   Contact Person: Richard Allen, P.S.M., C.F.M.
   City, State: Orlando, FL
   Telephone Number: 407.246.2788
   Email Address: richard.allen@cityoforlando.net
   Description of goods/services provided: Land Surveying and Mapping CSC
   Contract Amount: up to $4 million
   Start/End Date of Contract: 6/30/1998 - 6/30/2024
3. Company Name: Alachua County
   Contact Person: Ramon Gavarrete, P.E.
   City, State: Gainesville, FL
   Telephone Number: 352.374.5245
   Email Address: gavarrete@alachuacounty.us
   Description of goods/services provided: Surveying, SUE
   Contract Amount: $523,980
   Start/End Date of Contract: 2018-2023

This document must be completed and returned with your submittal.

NV5

Beyond Engineering

Request for Qualifications

City of Port Orange
RFSQ #23-17 Professional Surveying Services
Due: November 27, 2023 @ 2:30 PM
Submitted By: Southeastern Surveying and Mapping Corporation
Responsible Office: 6500 All American Blvd, Orlando, FL 32810
Point of Contact: Edwin Munoz Jr. PSM| Emunoz@ssmc.us

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Statement of Interest

The City of Port Orange Clerk's Office
November 27, 2023
1000 City Center Circle
Port Orange, FL 32129

RE: Letter of Interest – RFSQ #23-17, Professional Surveying Services

Dear Selection Committee Members,

At Southeastern Surveying and Mapping (SSMC), we understand the City of Port Orange's main priority is to provide a safe, clean, and attractive environment to its residents and stakeholders. And for more than 50 years, our firm has possessed the necessary skills and knowledge to assist cities in Florida with their professional surveying and mapping needs. Our team has worked to ensure vibrant, prosperous, and economically ageless communities for work and play. Given this opportunity with the City of Port Orange, SSMC will act as a catalyst for building a strong sense of community in a City where public safety, infrastructure, and economic development are at the forefront.

SSMC is a reputable surveying firm with a proven track record of successfully completing projects across various industries. Given our rich history, we know the importance and impact of delivering high-quality outcomes promptly and efficiently. Our team of experienced and licensed surveyors, equipped with state-of-the-art technology, is committed to delivering accurate and reliable surveying services from our corporate office in Orlando.

For more than 20 years, SSMC has successfully been able to provide services on numerous projects without compromising the quality required by the City of Port Orange. From our experience, we have been able to grasp a deep understanding of the City's vision and needs.

The City of Port Orange has emphasized the importance of:

- Improving Quality of Life: SSMC is equipped with the right tools that will enhance the City's aesthetics and the well-being of residents.
- Infrastructure: SSMC is here to ease the growing pains and foster redevelopment that benefits the community.
- Economic Development: Our firm is dedicated to providing services that will act as an investment to the City's economy for the benefit of residents and businesses.

Our commitment to the City of Port Orange goes beyond our surveying and mapping expertise and includes handling aggressive schedules and staying within budget while maintaining the quality of the final product. By partnering with SSMC, the City can be confident that our team of professional surveyors has the experience and knowledge to achieve a successful long-term approach for this contract.

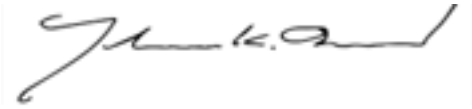
Edwin Munoz, PSM, will be the main Point of Contact and Project Manager for this project. He will review the scope in detail prior to starting your project, to ensure SSMC knows what you need and when you need it. SSMC prides itself on keeping clients continuously informed and is committed to ensuring the services provided under this Contract are performed with as little interruption to one's daily activities. This may include working nights and weekends, if necessary, and as proven in the past, for the City to ensure there are no interruptions to the flow of daily schedules.

We also pride ourselves on being at the forefront of technology, using state-of-the-art equipment, leading-edge software, and cutting-edge processes to drive results. In an era defined by rapid technological advancements, we understand the critical role that innovation plays in achieving superior surveying and mapping outcomes. To this end, we leverage the latest advancements in surveying and mapping technology, including high-precision GPS equipment, LiDAR, and advanced GIS software. This ensures that our deliverables are accurate, detailed, and aligned with industry best practices.

When it comes to quality assurance, it's not a mere aspiration; it is the cornerstone of our operations. Our multi-tiered quality assurance processes, coupled with meticulous attention to detail, guarantee the final deliverables are nothing short of exceptional. To ensure the highest standards of quality, we implement a rigorous quality assurance process that encompasses several key elements: robust data collection protocols, comprehensive data processing, accuracy assessments, and client involvement. By implementing these comprehensive quality assurance measures, SSMC stands committed to delivering surveying and mapping services of the highest caliber, ensuring that our clients receive the accurate and reliable data they need to make informed decisions.

In closing, SSMC is genuinely inspired by the opportunity to contribute our expertise to projects in the City of Port Orange. We are confident that our firm is well-equipped to be a valuable partner in the continued growth and development of the City. Our personalized touch, the big heart of a small local company, and large firm's resources embody our vision daily: "To be recognized as the unparalleled market leader in providing superior service, solution, and value."

Sincerely,



Thomas K. Mead, PSM, PLS
tmead@southeasternsurveying.com
850.220.6613
Fax 407.292.0141

TAB A

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

✓ Form 9.2 – Respondents Acknowledgement Form

✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 9.4 – Drug Free Preference Statement

✓ Form 9.5 – Sworn Statement on Public Entity Crimes

✓ Form 9.6 – Anti-Collusion Form

✓ Form 9.7 – Statement of Respondent's Qualifications

✓ Form 9.8 – Professional References for Previous Experience

✓ Form 9.9 – Authorized Signatures/Negotiators

✓ Form 9.10 – Scrutinized Companies Certification

✓ Form 9.11 – E-Verify Affidavit

✓ Form 9.12 – Certification Regarding Debarment, Suspension and Other Responsibility Matters

✓ Form 9.13 – Non-Disclosure Agreement for Confidential Materials

✓ Exhibit "A" – Description of Confidential Material

✓ Form 9.14 – No Submittal Statement Form

✓ Appendix A, 44.C.F.R. Part 18 – CERTIFICATION REGARDING LOBBYING, Certification for Contracts, Grants, Loans, and Cooperative Agreements

✓ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

✓ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Southeastern Surveying and Mapping Corporation (SSMC)
Name of Business

Authorized Signature

11/21/2023
Date

This document must be completed and returned with your submittal.

FORM 9.2 – RESPONDENTS ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFSQ at the prices or rates as finally negotiated. I agree that my statement will remain firm for a period of up to one hundred twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the statements. Furthermore, I agree to abide by all conditions of the RFSQ.

I certify that all information contained in the statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the Respondent/Contractor as its act and deed and that the Respondent/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents' Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

Please check one: ☑I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Southeastern Surveying and Mapping Corporation (SSMC)
Name of Business

6500 All American Boulevard
Mailing Address

_____
Authorized Signature

Orlando, Florida 32810
City, State & Zip Code

Thomas K. Mead, PSM, PLS | President | Principal In Charge
Printed Name and Title

407-292-8580
Telephone Number

59-1621976
Federal Identification No.

tmead@ssmc.us
E-mail Address

STATE OF: Florida COUNTY OF: Washington

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 16th day of November, 2023, by Thomas K. Mead and who:

☑is personally known to me; or ☐ has produced N/A as identification.

Betsy Willett
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: June 01, 2024

BETSY WILLETT
Notary Public-State of Florida
Commission # HH 5808
My Commission Expires
June 01, 2024

This document must be completed and returned with your submittal.

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the statement.

Addendum# 1 Date: 11/16/23 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Southeastern Surveying and Mapping Corporation (SSMC)
Name of Business

Authorized Signature

Thomas K. Mead, PSM, PLS | President | Principal In Charge
Printed Name and Title

STATE OF: Florida COUNTY OF: Washington

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2023, by Thomas K. Mead and who:

☒ is personally known to me; or ☐ has produced N/A as identification.

Betsy Willett Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: June 01, 2024

BETSY WILLETT
Notary Public-State of Florida
Commission # HH 5808
My Commission Expires
June 01, 2024

This document must be completed and returned with your submittal.

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE STATEMENTS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a statement received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie statements will be followed if none of the tied respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the request, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Southeastern Surveying and Mapping Corporation (SSMC)
Name of Business

Authorized Signature

Thomas K. Mead, PSM, PLS | President | Principal In Charge
Printed Name and Title

STATE OF: Florida COUNTY OF: Washington

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 16th day of November, 2023, by Thomas K. Mead and who:

☒is personally known to me; or ☐ has produced N/A as identification.

Betsy Willett
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration: June 01, 2024

BETSY WILLETT
Notary Public-State of Florida
Commission # HH 5808
My Commission Expires
June 01, 2024

This document must be completed and returned with your submittal.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Thomas K. Mead, PSM, PLS, who, being by me first duly sworn, made the following statement:

1. The business address of Southeastern Surveying and Mapping Corporation (SSMC) (name of Respondent or business) is 6500 All American Boulevard Orlando, FL 32810.
2. My relationship to Southeastern Surveying and Mapping Corporation (SSMC) (name of Offeror or business) is President, Principal In Charge (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is _____~~. A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Southeastern Surveying and Mapping Corporation (SSMC)
Name of Business

Authorized Signature

Thomas K. Mead, PSM, PLS | President | Principal In Charge
Printed Name and Title

STATE OF: Florida

COUNTY OF: Washington

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2023, by Thomas K. Mead and who:

☑ Is personally known to me; or ☐ has produced N/A as identification.

Betsy Willett
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: June 01, 2024

BETSY WILLETT
Notary Public-State of Florida
Commission # HH 5808
My Commission Expires
June 01, 2024

This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

By signing this form, the Respondent agrees that this statement is made without any other understanding, agreement or connection with any person, corporation or firm submitting a statement for the same purpose and that the statement is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned statements will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENTS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Southeastern Surveying and Mapping Corporation (SSMC)

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

PRINTED SIGNATURE: Thomas K. Mead, PSM, PLS

TITLE: President | Principal In Charge

ADDRESS: 6500 All American Boulevard

CITY, STATE AND ZIP CODE: Orlando, Florida 32810

TELEPHONE: 407-292-8580 FAX: 407-292-0141

F.E.I.N.: 59-1621976

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your submittal.

FORM 9.7 - STATEMENT OF RESPONDENT'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Respondent: Southeastern Surveying and Mapping Corporation (SSMC)

B. Permanent main office address: 6500 All American Boulevard, Orlando, Florida 32810-4350

C. Date organized: 09/01/1975

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 51

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Land Surveying and Mapping; Geographic Information Systems (GIS); Sub-surface Utility Designation

H. Have you ever failed to complete any work awarded to you? If so, where, and why? No.

I. Have you ever defaulted on a contract? If so, where and why? No.

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Yes. Continuing Service Contracts. See attached.

L. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL** Please see attached.

M. Credit currently available: $ 500,000

N. Give bank name, contact name and phone number: Axiom Bank | Matt Clemens | 407-625-2173

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☑Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement Qualifications.

Southeastern Surveying and Mapping Corporation (SSMC)
Name of Business

Authorized Signature

Thom K. Mead PSM, PLS President | Principal in Charge
Printed Name and Title

STATE OF: Florida
COUNTY OF: Washington

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 29th day of November, 2023, by Thomas K. Mead and who:

☒is personally known to me; or ☐ has produced N/A as identification.

Betsy Willett
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: June 01, 2024

This document must be completed and returned with your submittal.

BETSY WILLETT
Notary Public-State of Florida
Commission # HH 5808
My Commission Expires
June 01, 2024

Continuing Services Contracts Experience

Through our long history of maintaining positive long-term relationships and the ongoing commitment of our staff, SSMC has grown to be a leader in responsiveness and service excellence. Our ability to work cooperatively with local municipalities is demonstrated by the fact that we have repeatedly earned multiple contract renewals with the same clients year after year.

The SSMC Team has decades of experience providing Surveying and Mapping through our numerous Continuing Professional Survey and Mapping Services contracts for all levels of government. We regularly work for community development districts, county, city, municipality, school district, water management district, utility, and state agencies. A representative sample of these government clients is shown in the table below.

Cities/Municipalities			
City of Atlantic Beach	Ongoing	City of Melbourne	Ongoing
City of Altamonte Springs	Ongoing	City of Mount Dora	Ongoing
City of Apopka	Ongoing	City of New Smyrna Beach	Ongoing
City of Belle Isle	Ongoing	City of North Port	Ongoing
City of Bonifay	Ongoing	City of Ocala	Ongoing
City of Bunnell	Ongoing	City of Ocoee	Ongoing
City of Callaway	Ongoing	City of Orange City	Ongoing
City of Cape Canaveral	Ongoing	City of Orlando	Ongoing
City of Casselberry	Ongoing	City of Oviedo	Ongoing
City of Chipley	Ongoing	City of Palm Bay	Ongoing
City of Clermont	Ongoing	City of Palm Coast	Ongoing
City of Cocoa	Ongoing	City of Panama City	Ongoing
City of Daytona Beach	Ongoing	City of Plant City	Ongoing
City of Dunedin	Ongoing	**City of Port Orange**	**Ongoing**
City of Edgewater	Ongoing	City of Sanford	Ongoing
City of Eustis	Ongoing	City of Sarasota	Ongoing
City of Flagler Beach	Ongoing	City of St. Cloud	Ongoing
City of Groveland	Ongoing	City of St. Petersburg	Ongoing
City of Gulfport	Ongoing	City of Tallahassee	Ongoing
City of Holly Hill	Ongoing	City of Tallahassee	Ongoing
City of Jacksonville	Ongoing	City of Tampa	Ongoing

City of Kissimmee	Ongoing	City of Tavares	Ongoing
City of Lake Mary	Ongoing	City of West Melbourne	Ongoing
City of Lakeland	Ongoing	City of Winter Garden	Ongoing
City of Largo	Ongoing	City of Winter Park	Ongoing
City of Leesburg	Ongoing	City of Winter Springs	Ongoing
City of Longwood	Ongoing	Town of Astatula	Ongoing
City of Maitland	Ongoing	Town of Esto	Ongoing
City of Mascotte	Ongoing	Town of Montverde	Ongoing
Counties			
Escambia County	Ongoing	Pasco County	Ongoing
Flagler County	Ongoing	Pinellas County	Ongoing
Hernando County	Ongoing	Polk County	Ongoing
Highlands County	Ongoing	Seminole County	Ongoing
Hillsborough County	Ongoing	St. Johns County	Ongoing
Indian River County	Ongoing	Sumter County	Ongoing
Jackson County	Ongoing	**Volusia County**	**Ongoing**
Lake County	Ongoing	Washington County	Ongoing
Schools			
Citrus County School District	Ongoing	Osceola County School District	Ongoing
Jackson County School District	Ongoing	Seminole County School District	Ongoing
Charlotte County School District	Ongoing	St. Johns County School District	Ongoing
Lake County School District	Ongoing	Washington County School District	Ongoing
Orange County School District	Ongoing		
Housing Authorities			
Housing Finance Authority of St. Johns County	Ongoing	Sanford Housing Authority	Ongoing
St. Johns Housing Authority	Ongoing	Tampa Housing Authority	Ongoing
Water Management Districts			
Lake Apopka Natural Gas District	Ongoing	Southwest Florida Water Management District	Ongoing
Northwest Florida Water Management District	Ongoing	St. Johns River Water Management District	Ongoing

Pinellas Park Water Management District	Ongoing	Suwanee River Water Management District	Ongoing
South Florida Water Management District	Ongoing	Tampa Bay Water	Ongoing
South Seminole and North Orange County Wastewater Transmission Authority	Ongoing	Toho Water Authority	Ongoing
State Agencies			
Alabama Department of Transportation	Ongoing	Florida Fish and Wildlife Conservation Commission	Ongoing
Florida Department of Environmental Protection	Ongoing	Florida Department of Transportation (Districts 1, 2, 3, 5 and 7)	Ongoing
Florida Department of Military Affairs	Ongoing		

Equipment List

Southeastern Surveying and Mapping Corporation (SSMC)

No.	Location	Description	Type	Model	Purchase_Date	Purchase_Price	Condition	Classificati	Division
1	Orlando	IMPULSE RADAR PinPointR GPR	Ground penetrating radar	PinPointR	02/25/2020	$16,059.50	New	Field Equip	UTILITY
2	Orlando	VIVAX VX219-01 Electronic line locator	Electronic line locator	VX219-01	03/02/2020	$5,385.04	New	Field Equip	UTILITY
3	Orlando	TOPCON DL 502 Level	Level	DL 502	12/30/1899	$3,430.00	Good	Field Equip	SURVEY
4	Orlando	TOPCON DL 502 Level	Level	DL 502	12/30/1899	$3,430.00	Good	Field Equip	SURVEY
5	Orlando	TOPCON DL 502 Level	Level	DL 502	12/30/1899	$3,430.00	Good	Field Equip	SURVEY
6	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
7	Orlando	EYECOM DES 3000 Microfilm reader	Microfilm reader	DRS 3000	10/07/2005	$7,495.00	Good	Office Equi	ADMIN
8	Orlando	SENSORS AND SOFTWARE LMX-100 GPR	Ground penetrating radar	LMX-100	04/04/2013	$16,000.00	Good	Field Equip	UTILITY
9	Orlando	VIVAX vLocML2 Magnetic locator	Magnetic locator	vLocML2	05/25/2012	$3,834.00	Good	Field Equip	UTILITY
10	Orlando	SENSORS AND SOFTWARE Conquest 1000 Enhanced GPR	Ground penetrating radar	Conquest 1000 Enhanced System	01/24/2004	$23,875.00	Good	Field Equip	UTILITY
11	Orlando	SENSORS AND SOFTWARE GPR	Ground penetrating radar		02/23/2007	$18,900.00	Good	Field Equip	UTILITY
12	Orlando	SENSORS AND SOFTWARE GPR	Ground penetrating radar		09/05/2006	$16,000.00	Good	Field Equip	UTILITY
13	Orlando	VIVAX vLocML2 Magnetic locator	Magnetic locator	vLocML2	05/25/2012	$3,834.00	Good	Field Equip	UTILITY
14	Orlando	VIVAX vLocML2 Magnetic locator	Magnetic locator	vLocML2	05/25/2012	$3,834.00	Good	Field Equip	UTILITY
15	Orlando	SENSORS AND SOFTWARE LMX-100 GPR	Ground penetrating radar	LMX-100	12/30/1899	$16,000.00	Good	Field Equip	UTILITY
16	Orlando	SENSORS AND SOFTWARE LMX-100 GPR	Ground penetrating radar	LMX-100	12/30/1899	$16,000.00	Good	Field Equip	UTILITY
17	Orlando	VIVAX vLocML2 Magnetic locator	Magnetic locator	vLocML2	05/25/2012	$3,834.00	Good	Field Equip	UTILITY
18	Orlando	TOPCON Hiper Lite + GPS reciever	GPS receiver	Hiper Lite+	07/07/2007	$12,000.00	Good	Field Equip	SURVEY
19	Orlando	TOPCON Hiper Lite + GPS reciever	GPS receiver	Hiper Lite +	07/30/2007	$15,000.00	Good	Field Equip	SURVEY
20	Orlando	TOPCON Hiper + GPS reciever	GPS receiver	Hiper +	04/30/2008	$13,000.00	Good	Field Equip	SURVEY
21	Orlando	TOPCON Hiper Lite + GPS reciever	GPS receiver	Hiper Lite +	06/27/2006	$16,250.10	Good	Field Equip	SURVEY
22	Orlando	TOPCON Hiper + GPS reciever	GPS receiver	Hiper +	12/30/1899	$13,000.00	Good	Field Equip	SURVEY
23	Orlando	TOPCON Hiper Pro GPS receiver	GPS receiver	Hiper Pro	12/27/2004	$20,500.00	Good	Field Equip	SURVEY
24	Orlando	TOPCON Hiper Lite + GPS reciever	GPS receiver	Hiper Lite +	06/07/2007	$12,000.00	Good	Field Equip	SURVEY
25	Orlando	TOPCON GR 3 GPS receiver	GPS receiver	GR 3	12/30/1899	$4,150.00	Good	Field Equip	SURVEY
26	Orlando	TOPCON GR 3 GPS receiver	GPS receiver	GR 3	12/30/1899	$4,150.00	Good	Field Equip	SURVEY
27	Orlando	TOPCON GR 3 GPS receiver	GPS receiver	GR 3	03/06/2018	$4,150.00	Good	Field Equip	SURVEY
28	Orlando	TOPCON GR 3 GPS receiver	GPS receiver	GR 3	03/06/2018	$4,150.00	Good	Field Equip	SURVEY
29	Orlando	TRIMBLE GeoXH Field data collector	Field data collector	GeoXH	07/05/2011	$7,695.00	Poor	Field Equip	GIS
30	Orlando	TRIMBLE GeoXH Field data collector	Field data collector	GeoXH	05/30/2012	$7,695.00	Poor	Field Equip	GIS
31	Orlando	TRIMBLE GeoXH Field data collector	Field data collector	GeoXH	05/30/2012	$7,695.00	Poor	Field Equip	GIS
32	Orlando	RIEGL VZ 400i Laser Scanner	Scanner	VZ400i	11/28/2017	$92,113.05	Good	Field Equip	SURVEY
33	Orlando	SEAFLOOR SYSTEMS Fathometer	Fathometer	SMMILSPEC	12/08/2011	$8,000.00	Good	Field Equip	SURVEY
34	Orlando	TRIMBLE Pro XR GPS reciever	GPS receiver	Pro XR	12/24/1998	$9,044.70	Poor	Field Equip	GIS
35	Orlando	TRIMBLE Pro XR GPS reciever	GPS receiver	Pro XR	01/17/2001	$4,929.00	Poor	Field Equip	GIS
36	Orlando	TRIMBLE Pro XR GPS reciever	GPS receiver	Pro XR	09/02/2004	$7,628.00	Poor	Field Equip	GIS
37	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
38	Orlando	TOPCON GX 0578 Total Station	Total Station	ES 102	12/30/1899	$6,000.00	Good	Field Equip	SURVEY
39	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
40	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
41	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
42	Orlando	TRIMBLE TDS Ranger GPS receiver	GPS receiver	TDS Ranger	12/30/1899	$2,700.00	Good	Field Equip	SURVEY
43	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
44	Orlando	TOPCON GPT 3005W Total Station	Total Station	GPT 3005W	02/16/2009	$6,192.00	Good	Field Equip	SURVEY
45	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
46	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
47	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
48	Orlando	TOPCON GT 503 Robotic Total Station	Total Station	GT 503	12/30/1899	$10,500.00	Good	Field Equip	SURVEY

Equipment List

Southeastern Surveying and Mapping Corporation (SSMC)

No.	Location	Description	Type	Model	Purchase_Date	Purchase_Price	Condition	Classificati	Division
49	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
50	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
51	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
52	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
53	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
54	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
55	Orlando	TOPCON ES 102 Total Station	Total Station	ES 102	12/30/1899	$9,900.00	Good	Field Equip	SURVEY
56	Orlando	DELL Power edge 860 Server	Server	PowerEdge 860	10/29/2006	$3,038.41	Good	Computer I	ADMIN
57	Orlando	TOPCON Hiper VR Base GPS rover kit	GPS rover kit	Hiper VR Base	03/19/2020	$12,883.50	New	Field Equip	SURVEY
58	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	03/19/2020	$12,883.50	New	Field Equip	SURVEY
59	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	03/19/2020	$12,883.50	New	Field Equip	SURVEY
60	Orlando	PACIFIC CREST ADL VANTAGE 35 Other	Other	ADL VANTAGE 35	03/19/2020	$2,935.00	New	Field Equip	SURVEY
61	Orlando	PACIFIC CREST ADL VANTAGE 35 Other	Other	ADL VANTAGE 35	03/19/2020	$2,935.00	New	Field Equip	SURVEY
62	Orlando	TOPCON GM 101 Total Station	Total Station	GM 101	03/19/2020	$11,664.00	New	Field Equip	SURVEY
63	Orlando	TOPCON Hiper VR Base GPS rover kit	GPS rover kit	Hiper VR Base	04/07/2020	$12,883.50	New	Field Equip	SURVEY
64	Orlando	TOPCON DL-502 Level	Level	DL-502 Digital	07/16/2020	$3,035.00	New	Field Equip	SURVEY
65	Orlando	TOPCON DL-502 Level	Level	DL-502 Digital	07/15/2020	$3,035.00	New	Field Equip	SURVEY
66	Orlando	SENSORS AND SOFTWARE LMX-100 GPR	GPR digital video logger	LMX-100 GPR	12/30/1899	$16,000.00	Good	Field Equip	UTILITY
67	Orlando	IMPULSE RADAR PinPointR GPR	Ground penetrating radar	PinPointR	08/19/2020	$16,194.70	New	Field Equip	UTILITY
68	Orlando	TOPCON FC 5000 Field data collector	Field data collector	FC 5000	10/08/2020	$3,000.00	New	Field Equip	SURVEY
69	Orlando	TOPCON FC 5000 Field data collector	Field data collector	FC 5000	10/08/2020	$3,000.00	New	Field Equip	SURVEY
70	Orlando	TOPCON FC 5000 Field data collector	Field data collector	FC 5000	10/08/2020	$3,000.00	New	Field Equip	SURVEY
71	Orlando	TOPCON FC 5000 Field data collector	Field data collector	FC 5000	10/08/2020	$3,000.00	New	Field Equip	SURVEY
72	Orlando	LEICA TS16 Total Station	Total Station	TS16	10/19/2020	$41,106.00	New	Field Equip	UTILITY
73	Orlando	LEICA TS16 Total Station	Total Station	TS16	10/19/2020	$41,106.00	New	Field Equip	SURVEY
74	Orlando	LEICA RTC360 Scanner	Scanner	RTC360	01/25/2021	$64,660.00	New	Field Equip	ADMIN
75	Orlando	TOPCON RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	02/25/2021	$4,050.00	New	Field Equip	SURVEY
76	Orlando	VIVAX VX219-01 Magnetic locator	Magnetic locator	VX219-01	03/12/2021	$4,924.56	New	Field Equip	UTILITY
77	Orlando	VIVAX VX219-01 Magnetic locator	Magnetic locator	VX219-01	03/12/2021	$4,924.56	New	Field Equip	UTILITY
78	Orlando	IMPULSE RADAR PinPointR GPR	Ground penetrating radar	PinPointR	03/12/2021	$16,059.50	New	Field Equip	UTILITY
79	Orlando	VIVAX VX219-05 Magnetic locator	Magnetic locator	VX219-05	03/12/2021	$4,924.56	New	Field Equip	UTILITY
80	Orlando	IMPULSE RADAR PinPointR GPR	Ground penetrating radar	PinPointR	03/12/2021	$16,059.50	New	Field Equip	UTILITY
81	Orlando	IMPULSE RADAR PinPointR GPR	Ground penetrating radar	PinPointR	03/12/2021	$16,059.50	New	Field Equip	UTILITY
82	Orlando	SENSORS AND SOFTWARE LMX-100 GPR	Ground penetrating radar	LMX 100	12/30/1899	$16,000.00	Good	Field Equip	UTILITY
83	Orlando	VIVAX vLocPro2 Magnetic locator	Magnetic locator	vLocPro2	12/30/1899	$3,834.00	Good	Field Equip	UTILITY
84	Orlando	SENSORS AND SOFTWARE Conquest GPR	Ground penetrating radar	Conquest	12/30/1899	$17,000.00	Good	Field Equip	UTILITY
85	Orlando	HILTI PS 1000 Scanner	Other	PS 1000	12/30/1899	$24,500.00	Good	Field Equip	UTILITY
86	Orlando	LEICA P40 Scanner	Scanner	P40	01/07/2021	$88,976.00	New	Field Equip	SURVEY
87	Orlando	TOPCON OS-201 Robotic Total Station	Total Station	OS-201	06/03/2021	$12,990.00	New	Field Equip	SURVEY
88	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC-6000	06/03/2021	$2,608.20	New	Field Equip	SURVEY
89	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC-6000	06/03/2021	$2,608.20	New	Field Equip	SURVEY
90	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC-6000	06/03/2021	$2,608.20	New	Field Equip	SURVEY
91	Orlando	TOPCON Hiper VR Base GPS rover kit	GPS rover kit	Hiper VR Base	06/21/2021	$12,889.00	New	Field Equip	SURVEY
92	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	06/21/2021	$12,889.00	New	Field Equip	SURVEY
93	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	06/18/2021	$12,649.00	New	Field Equip	SURVEY
94	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	06/18/2021	$12,649.00	New	Field Equip	SURVEY
95	Orlando	TOPCON Hiper VR Base GPS rover kit	GPS rover kit	Hiper VR BASE	06/18/2021	$24,980.00	New	Field Equip	SURVEY
96	Orlando	TOPCON FC 5000 Field data collector	Field data collector	FC 5000	06/01/2021	$3,000.00	Good	Field Equip	SURVEY

Equipment List

Southeastern Surveying and Mapping Corporation (SSMC)

No.	Location	Description	Type	Model	Purchase_Date	Purchase_Price	Condition	Classificati	Division
97	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	06/18/2021	$12,649.00	New	Field Equip	SURVEY
98	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	06/18/2021	$12,649.00	New	Field Equip	SURVEY
99	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	06/18/2021	$12,649.00	New	Field Equip	SURVEY
100	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR ROver	06/18/2021	$12,649.00	New	Field Equip	SURVEY
101	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	12/30/1899	$12,649.00	New	Field Equip	SURVEY
102	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR Rover	06/18/2021	$24,980.00	New	Field Equip	SURVEY
103	Orlando	TOPCON GT Series Robotic Total Station	Total Station	GT Series Robotic	02/07/2022	$18,200.00	New	Field Equip	SURVEY
104	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC-6000	11/05/2021	$3,250.00	New	Field Equip	SURVEY
105	Orlando	SENSORS AND SOFTWARE Conquest 100 GPR	Field data collector	Conquest 100	10/21/2021	$16,669.00	New	Office Equi	UTILITY
106	Orlando	TOPCON GM Series Total Staton	Total Station	GM Series	03/25/2022	$12,090.00	New	Field Equip	SURVEY
107	Orlando	TOPCON FC 5000 Field data collector	Field data collector	FC 5000	04/12/2022	$3,440.80	New	Field Equip	SURVEY
108	Orlando	TOPCON Hiper VR GPS rover kit	GPS rover kit	Hiper VR Base	04/12/2022	$31,117.00	New	Field Equip	SURVEY
109	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC-6000	04/13/2022	$2,669.00	New	Field Equip	SURVEY
110	Orlando	TOPCON RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	03/05/2022	$4,141.00	New	Field Equip	SURVEY
111	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC06000	04/28/2022	$2,669.00	New	Field Equip	SURVEY
112	Orlando	TOPCON GT-603 Total station	Total Station	GT-603	05/05/2022	$18,815.00	New	Field Equip	SURVEY
113	Orlando	TOPCON RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	05/05/2022	$5,940.00	New	Field Equip	SURVEY
114	Orlando	TOPCON GT-603 Total Station	Total Station	GT-603	06/21/2022	$18,815.00	New	Field Equip	SURVEY
115	Orlando	TOPCON RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	RC-5a Robotic Kit with 360 prism	06/21/2022	$5,940.00	New	Field Equip	SURVEY
116	Orlando	TOPCON Hiper VR Base GPS rover kit	GPS rover kit	Hiper VR	07/06/2022	$13,791.00	New	Field Equip	SURVEY
117	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS rover kit	Hiper VR	07/06/2022	$13,791.00	New	Field Equip	SURVEY
118	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC-6000	07/06/2022	$2,855.83	New	Field Equip	SURVEY
119	Orlando	TOPCON HiperVR GPS rover kit	GPS rover kit	HiperVR base	08/11/2022	$14,445.60	New	Field Equip	SURVEY
120	Orlando	TOPCON DL502 Level	Level	DL502	08/11/2022	$3,179.00	New	Field Equip	SURVEY
121	Orlando	TOPCON RC-5A Remote Control	RC-5a Robotic Kit with 360 prism	RC-5A	10/05/2022	$4,950.00	New		SURVEY
122	Orlando	TOPCON RC-5A Remote Control	RC-5a Robotic Kit with 360 prism	RC-5A	10/05/2022	$4,950.00	New		SURVEY
123	Orlando	TOPCON GT-603 Total Station	Total Station	GT 603	10/05/2022	$20,132.05	New	Field Equip	SURVEY
124	Orlando	TOPCON Hiper VR Rover GPS rover kit	GPS receiver	Hiper VR rover	11/14/2022	$13,791.50	New	Field Equip	SURVEY
125	Orlando	TOPCON Hiper VR Base GPS rover kit	GPS rover kit	Hiper VR base	11/14/2022	$13,791.50	New	Field Equipment	
126	Orlando	TOPCON FC-6000 Field data collector	Field data collector	FC-6000	11/14/2022	$2,855.83	New	Field Equipment	
127	Orlando	AUTEL Evo 2 Pro Enterprise KIT Drone	Drone	Evo 2 Enterprise	01/03/2023	$4,925.00	New	Field Equip	SURVEY
128	Orlando	UTILISCOPE Utilivac Excavator	Other	Utilivac		$13,780.00		Power Tool	ADMIN
129	Orlando	UTILISCOPE Utilivac Vacuum Excavator	Other	Utilivac		$13,780.00		Power Tool	ADMIN
130	Orlando	UTILISCOPE Utilivac Vacuum Excavator	Other	Utilivac		$14,000.00		Power Tool	ADMIN
131	Orlando	IMPULSE RADAR PinPointR GPR	Ground penetrating radar	PinPointR GPR	04/04/2023	$16,668.40	New	Field Equip	UTILITY
132	Orlando	TOPCON Hiper VR GPS Rover	GPS rover kit	HIPER VR	08/17/2023	$13,791.50	New	Field Equipment	
133	Orlando	TOPCON Hiper VR GPS Base	GPS rover kit	HIPER VR	08/17/2023	$13,791.50	New	Field Equipment	
134	Orlando	TOPCON FC-6000 Field Data Collector	Field data collector	FC-6000	08/17/2023	$2,855.83	Good	Field Equipment	
135	Orlando	IMPULSE RADAR PinPointR GPR	Ground penetrating radar	PinPointR	10/04/2023	$15,723.00	New	Other	UTILITY

Thomas K. Mead, PSM, PLS

1996 Florida Registration LS5624



Education

- Valencia Community College, Geoplane Training and Continuing Education
- Cont. Education License Requirements

Organizations

- Florida Surveying and Mapping Society
- Alabama Society of Professional Land Surveyors
- National Society of Professional Surveyors
- Florida GPS Users Group
- Florida GNSS Users Group

Employment

Southeastern Surveying and Mapping Corporation — Florida

President | Principal In Charge — 1988-Present

Thom has 39 years of Professional Surveying and Mapping experience. He coordinates and schedules personnel for various state, federal, and private survey projects. Thom has worked on thousands of boundary surveys, as well as topographic surveys, and right-of-way design surveys with Mapping. He has also worked on as-built surveys, construction layouts, control surveys, hydrographic surveys, mean high water surveys, quantity surveys, land platting, and special-purpose surveys. **As Principal-in-Charge, Thom commits to having resources and equipment on time and within budget to ensure the quality of all deliverables.**

Relevant Public Sector Contract Experience

County

- Alachua County
- Bay County
- Brevard County
- Charlotte County
- Citrus County
- Flagler County
- Hardee County
- Hernando County
- Hillsborough County
- Lee County
- Orange County
- Osceola County
- Pasco County
- Pinellas County
- Polk County
- Sarasota County
- Seminole County
- St. Lucie County
- Sumter County

City

- City of Altamonte Springs
- City of Apopka
- City of Belleair Bluffs
- City of Bunnell
- City of Cape Canaveral
- City of Casselberry
- City of Clearwater
- City of Clermont
- City of Cocoa
- City of Cocoa Beach
- City of Daytona Beach
- City of DeLand
- City of Flagler Beach
- City of Gainesville
- City of Graceville
- City of Groveland
- City of Gulfport
- City of Holly Hill
- City of Kissimmee
- City of Lake Mary
- City of Lakeland
- City of Largo
- City of Maitland
- City of Mount Dora
- City of New Smyrna Beach
- City of Ocoee
- City of Orange City
- City of Orlando
- City of Plant City
- City of Pinellas Park
- **City of Port Orange**
- City of Sanford
- City of Sarasota
- City of St. Cloud
- City of St. Petersburg
- City of Safety Harbor
- City of Tallahassee
- City of Tampa
- City of Tavares
- City of Temple Terrace
- City of Winter Garden
- City of Winter Park
- City of Winter Springs

Thomas K. Mead, PSM, PLS

1996 Florida Registration LS5624

SSMC™
SUE • SURVEY • GIS

Relevant Project Experience

Industrial Drive Drainage, Utility and Roadway Improvements — 2023
Volusia County, Florida

The purpose of this project was to provide Volusia County with a topographic survey and boundary survey, and Utility Designation. Thom was the principle in charge ensuring the highest quality of work. All improvements and Utilities based on above ground evidence were located. Coordinated Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.

Rivington 30 Acres — 2022
Volusia County, FL

The purpose of this project was to provide a Tree Location Survey, Topographic Survey, ALTA/NSPS Survey, and Wetland Location Survey in Volusia County. All improvements and utilities were located as evidenced by above ground features. Obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.

Rooms to Go Daytona — 2021
Volusia County, FL

The SSMC team conducted a Construction Layout Survey and As-Built Survey in the City of Daytona Beach. Thom was the principle in charge on this project. Horizontal and Vertical Control (Benchmarks) were recovered and new control for construction was established. After the Foundation Slab was poured, an As-Built Survey was performed to determine if was constructed in the correct location, to the correct dimensions and to the correct finished floor elevation.

Darryll DeMarsh, GPRT



Education

- Liberal Arts, Dutchess Community College
- FDOT Training
- Ground Penetrating Radar
- Confined Space Entry Awareness

Organizations

- Florida Utilities Coordinating Committee
- Utility Engineering & Surveying Institute (UESI)
- Sunshine State One Call Center of Florida
- American Society of Civil Engineers, East Central Branch
- American Public Works Association
- Florida Surveying and Mapping Society, Central Florida Chapter

Employment

Southeastern Surveying and Mapping Corporation Orlando, Florida
Vice President | SUE Project Manager 1999-Present

Darryll has 31 years of SUE experience and 25 with the Southeastern Surveying and Mapping Team. He has served as SSMC's SUE Division Manager on numerous Continuing Surveying and Mapping and SUE Services Contracts for government and municipal agencies for 23 years. Additionally, he is an integral part of our division's training for all designation services, underground utility/public infrastructure surveys, groundpenetrating radar (GPR), vacuum excavation, concrete imaging, and materials thickness testing (ultrasonic testing). **Darryll's role as your dedicated SUE Division Manager will ensure that any task assignments involving utilities are completed on time and within the agreed-upon budget**

Relevant Public Sector Contract Experience

County

- Alachua County
- Bay County
- Brevard County
- Charlotte County
- Citrus County
- Flagler County
- Hardee County
- Hernando County
- Hillsborough County
- Lee County
- Orange County
- Osceola County
- Pasco County
- Pinellas County
- Polk County
- Sarasota County
- Seminole County
- St. Lucie County
- Sumter County

City

- City of Altamonte Springs
- City of Apopka
- City of Belleair Bluffs
- City of Bunnell
- City of Cape Canaveral
- City of Casselberry
- City of Clearwater
- City of Clermont
- City of Cocoa
- City of Cocoa Beach
- City of Daytona Beach
- City of DeLand
- City of Flagler Beach
- City of Gainesville
- City of Graceville
- City of Groveland
- City of Gulfport
- City of Holly Hill
- City of Kissimmee
- City of Lake Mary
- City of Lakeland
- City of Largo
- City of Maitland
- City of Mount Dora
- City of New Smyrna Beach
- City of Ocoee
- City of Orange City
- City of Orlando
- City of Plant City
- City of Pinellas Park
- **City of Port Orange**
- City of Sanford
- City of Sarasota
- City of St. Cloud
- City of St. Petersburg
- City of Safety Harbor
- City of Tallahassee
- City of Tampa
- City of Tavares
- City of Temple Terrace
- City of Winter Garden
- City of Winter Park
- City of Winter Springs

Relevant Project Experience

Saxon Boulevard & Providence Boulevard 2023
Volusia County, Florida

The purpose of this project was to perform a Topographic survey, Right-of-Way (ROW) Mapping Survey, and Utility Designation for a traffic signal in Deltona. SSMC was able to Horizontally locate and field mark all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation. The location of all adjacent boundary corners were established and any missing corners at the intersection were reset. All improvements and utilities, as evidenced by above ground features were located.

Orange City Industrial Drive Drainage, Utility and Roadway Improvements 2021
Volusia County, Florida

The purpose of this project was to perform a boundary survey, topographic survey, and Utility Designation services for the City of Orange City. The location of all boundary corners were established and any missing corners were reset. Confirmed the vertical and horizontal position of the subject utilities and recorded the information, using the located marks that were provided. Each test hole location were tied to a minimum of three visible physical features to enable the data be added to base map and also enabled future recovery.

Advent Health Port Orange 2021
Volusia County, Florida

The purpose of this project was to perform Construction Layout survey for the Advent Health center in the City of Port Orange. Horizontal and vertical controls were set and recovered. The Boundary Corners and Layout the Building Envelope was also recovered. A drawing depicting the location of where the Building Envelope was set in relation to the Boundary Corners/Boundary Lines was produced.

Brian Garvey, PE, GISP

Florida P.E # PE39479 | 2015 Florida GISP # 91332



Education

- Computer Engineering, University of Central Florida
- Civil Engineering, Georgia Institute of Technology

Organizations

- American Society of Civil Engineers
- Florida Engineering Society
- American Public Works Association - Central Florida Branch
- Florida Geodetic User Group
- Urban & Regional Information Systems Association - Florida Chapter
- Florida Surveying and Mapping Society

Employment

Southeastern Surveying and Mapping Corporation Orlando, Florida
Vice President | GIS Division Manager 2000-Present

Brian has 40 years of Professional Surveying and Mapping experience. Brian serves as the Vice President and GIS Division Manager, and is responsible for all aspects of GIS Database Design and Development and GPS Asset Inventories. Brian was responsible for the development of the company's Pavement Inventory and Condition Assessment program and management of all software development, instructional training, and GIS technical support for client firms. **Brian commits to ensuring a consistent quality GIS product, having the available resources and equipment needed to complete any GIS-related task on your project, and delivering on time and within budget.**

Relevant Public Sector Contract Experience

County

- Alachua County
- Bay County
- Brevard County
- Charlotte County
- Citrus County
- Flagler County
- Hardee County
- Hernando County
- Hillsborough County
- Lee County
- Orange County
- Osceola County
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- Sumter County

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- City of Clearwater
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- City of Cocoa
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- City of Gainesville
- City of Graceville
- City of Groveland
- City of Gulfport
- City of Holly Hill
- City of Kissimmee
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- City of Orlando
- City of Plant City
- City of Pinellas Park
- **City of Port Orange**
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- City of Sarasota
- City of St. Cloud
- City of St. Petersburg
- City of Safety Harbor
- City of Tallahassee
- City of Tampa
- City of Tavares
- City of Temple Terrace
- City of Winter Garden
- City of Winter Park
- City of Winter Springs

Brian Garvey, PE, GISP

Florida P.E # PE39479 | 2015 Florida GISP # 91332

Relevant Project Experience

North Indian River Drive Shoreline & Master Plan **Active**
Brevard County, Florida
The purpose of this project was to perform a Topographic Survey, a GIS Stormwater Asset Inventory Mapping and Condition Assessment, and Right-of-Way Control Survey services for Brevard County. Established horizontal and vertical controls, field investigations to recover monuments, setting control points along North Indian River Drive, and researched on recorded deeds, plats, rights-ofway maps and other information. Verified, categorized, and updated the inventory for all drainage conveyances within the project limits.

Stormwater Master Planning for Hydraulic Feature Inventory **2022**
Flagler County, Florida
The purpose of this project was to perform a GIS Stormwater Asset Inventory Mapping and Condition Assessment, which consisted of locating surface features such as drainage inlets and manholes. For this project SSMC stormwater features were surveyed at locations determined by the contractor. An RTK GPS was used to establish local vertical control in an unobstructed area and a 360° spherical image was provided at each structure location.

City of Holly Hill, Network Pavement Condition Assessment **2021**
Volusia County, Florida
The purpose of this project was to perform GIS services for the city of Holly Hill. Our GIS division was able to apply a GIS ADA Compliance Assessments and Transition Plans, a GIS Pavement Markings Condition Assessment, a GIS Sidewalk Condition Assessment, GIS Mobile Imaging Services, and a GIS Pavement Condition Assessment As a part of this task, SSMC was able to perform a Network Pavement Condition Assessment of the City's roadways with an optional Pedestrian Access Route (Sidewalks and Crosswalks) Inventory and optional Sidewalk Condition Assessment.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Surveying Services
Request for Qualification (RFQ) #18-PW-01

THIS AGREEMENT is made and entered into this **18th** day of July, 2018, by and between **Southeastern Surveying and Mapping Corporation**, duly authorized to conduct business in the State of Florida and whose address is **Corporate Office: 6500 All American Blvd., Orlando, FL 32810** hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #18-PW-???), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Gary B. Krick, PSM, **President** (Name, Title)
Southeastern Surveying and Mapping Corp. (Company)
Corporate Office: 6500 All American Blvd. (Address)
Orlando, FL 32810 (City, State, Zip)
(407) 292-8580 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

_____

WITNESSES:

_____

_____

Attachments: A. RFQ #18-PW-01
B. Firm Response to RFQ
C. Scope of Service

CITY OF HOLLY HILL

_____
Joseph Forte, City Manager

Dated: 1-9-2019

FIRMS
By: _____
AS PRESIDENT

Dated: 6-18-18

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of _____, 2018 under Agenda Item No. _____.

Steven L. Anderson, Jr., PSM, PLS
Charles M. Arnett, PSM
Michael D. Brown, PSM
Eric E. Cain, PSM
John K. Carr, PSM
Michael L. Dougherty, PSM
James M. Dunn, II, PSM
Thomas F. Ferguson, PSM
Ronnie A. Figueroa, PSM, GISP
Tate B. Flowers, PSM, PLS
Robert W. Gardner, PSM
Brian R. Garvey, PE, GISP
Daniel J. Henry, PSM, PLS
Ryan E. Johnson, PSM
Gary B. Krick, PSM
Brad J. Lashley, PSM, PLS

Exhibit "A"

Southeastern Surveying®

Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972
100% Employee Owned

Myron F. Lucas, PSM
James E. Mazurak, PSM
Thomas K. Mead, PSM, PLS
Timothy O. Mosby, PSM
James L. Petersen, PSM
William C. Rowe, PSM
Tony G. Syfrett, PSM, PLS
Thomas P. Young, Jr., PSM, GISP
Kirk R. Hall, EI, GISP
Brad A. Stroppel, EI, GISP
Brian E. Latchaw, GISP
Patrick J. Phillips, GISP
Donna L. Hendrix, CST IV
Mark W. Klaers, CST IV
David M. Rentfrow, CST IV
Steve D. Smith, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

Rates

Surveying & Mapping Services

Personnel Classification	Typical Work Tasks	Hourly Billing Rate
Professional Surveyor & Mapper/PSM	Project Management, Project Surveyor Quality Control/Quality Assurance Reviews	$139.00 / per hour
Expert Witness	Attendance and Testimony at Trial	$278.00 / per hour
Senior Technician	Project Calculations Preparation of Descriptions	$103.00 / per hour
CAD Technician	Drafting of Projects, Preparation of Sketches for Descriptions	$92.00 / per hour
Survey Division		
1 Man Field Crew	Completes field data collection and inventory.	$103.00 / per hour
2 Man Field Crew	Performs reconnaissance activities for	$139.00 / per hour
3 Man Field Crew	completion of survey related tasks.	$175.00 / per hour
4 Man Field Crew		$200.00 / per hour
Sketch of Description (per SD)		$526.00

GIS Mapping Services

Personnel Classification	Typical Work Tasks	Hourly Billing Rate
Professional Engineer	Project Management, Quality Control/Quality Assurance Reviews	$139.00 / per hour
GIS Analyst	Database Design, Programming/ Quality Control/Quality Assurance	$103.00 / per hour
GIS Technician	Data Entry, Data Editing	$ 92.00 / per hour
2 Man GPS Crew	Field Asset Inventory (sub-meter)	$139.00 / per hour
1 Man GPS Crew	Field Asset Inventory (sub-meter)	$ 82.00 / per hour

Plat Review Services (if required)

Initial Review includes Second Review	
Plat (initial and second review)	$818.00/per Plat (up to 2 sheets) $139.00/per sheet (over 2 sheets)
Third or Additional Review Same Plat	
Plat (third or additional reviews of same plat)	$368.00

Subsurface Utility Engineering Services

Designating Services	Regular Rate	Emergency/On Call Services Night/Weekend/Overtime
Project Manager	$139.00 / per hour	$208.50
Senior Technician	$103.00 / per hour	$154.50
2 Man SUE crew	$198.00 / per hour	$297.00
3 Man SUE crew	$251.00 / per hour	$376.50

Vacuum Excavation

Test Holes		
1 Test Hole/Dirt	$492.00	$738.00
1 Test Hole/Asphalt/Concrete	$611.00	$916.50
2 - 19 Test Holes/Dirt	$421.00 / each	$631.50
2 - 19 Test Holes/Asphalt/Concrete	$480.00 / each	$720.00
20 - 49 Test Holes/dirt	$385.00 / each	$577.50
20 - 49 Test Holes/asphalt/concrete	$433.00 / each	$649.50
50 - 99 Test Holes/dirt	$332.00 / each	$498.00
50 - 99 Test Holes/asphalt/concrete	$385.00 / each	$577.50
100 or more Test Holes/dirt	$295.00 / each	$442.50
100 or more Test Holes/asphalt/concrete	$336.00 / each	$504.00
GPR Bore Route	$599.00 / each	$898.50

Vacuum Excavation for Environmental Services

Vacuum Excavation for Monitoring Wells/Soil Samples when requirements dictate vacuum or hand digging down 8 feet to 10 feet prior to drilling. (3"-4" in diameter, 8' to 10' deep, concrete/asphalt removed if necessary)

1 - 9 Monitoring Wells/Soil Samples	$301.00 / each	$451.50
10 - 19 Monitoring Wells/Soil Samples	$242.00 / each	$363.00
20 - 49 Monitoring Wells/Soil Samples	$182.00 / each	$273.00

An hourly rate of **$343.00** will be used for all **exploratory excavation projects**. $514.50
Larger excavation projects which require specialized equipment (shoring, de-watering, etc.) will be quoted on a task by task basis.

Overtime rates will be charged for jobs requiring night work or Emergency/On-Call Services

Survey Services for Utility Projects

Project Manager/Professional Surveyor and Mapper	$139.00 / per hour	$208.50
Two Person Survey Field Team	$139.00 / per hour	$208.50
Three Person Survey Field Team	$175.00 / per hour	$262.50
Clerical	$ 62.00 / per hour	

Concrete Radar Mapping/Imaging

(concrete assessment/inspection, grid scans & debris assessment)

1 Man Crew	$217.00 / per hour	$336.00

Closed Circuit Televising (CCTV) Services (will be quoted on a task by task basis per requirements)

Maintenance of Traffic (MOT)

If required MOT specialist will be contracted and cost for same will be passed on with a 10% mark-up for coordination of same

Per Lane (Daytime)	$731.00 / per day
Per Lane (Nighttime)	$931.00 / per night
Sidewalk Closures	$200.00 / each

Mobilization

Per Project in Excess of 50 Miles from Home Office Location	$900.00	$1,350.00

Per Diem/Lodging Expenses

Per Day Two Person Crew	$319.00
Per Day Three Person Crew	$438.00

If HAZWOPER CERTIFIED personnel are required there will be a 20% increase in the Hourly Rate.

Elevation Certificates

Residential Elevation Certificate	$478.00
Commercial Elevation Certificate (per bldg.)	$903.00

Mortgage Survey **quoted on a task by task basis per requirements**

AGREEMENT FOR CONTINUING PROFESSIONAL SURVEYING AND MAPPING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 21st day of September, 2018, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and **Southeastern Surveying and Mapping Corporation**, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 02-18-PLAN, Continuing Professional Surveying and Mapping Services, and is for one (1) of the five (5) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with the agreement of both parties.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Surveying and Mapping Services, including locating, measuring, establishing or reestablishing lines, angles, elevations, natural and manmade features in the air, on the surface and immediate subsurface of the earth, within underground workings, and on the beds or surface of bodies of water, for the purpose of determining and displaying the facts of size, shape, topography, tidal datum planes, legal or geodetic location or relation, and orientation of improved or unimproved real property through direct measurement or from certifiable measurement through accepted photogrammetric procedures, coastal mapping, restoration of corners, land boundaries, including review of plat maps.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Surveying and Mapping services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments

hereto or supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of surveying and mapping services and related services by the CONSULTANT, and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional surveying and mapping services related to continuing professional surveying and mapping consultant services for the following: Plat review, and other customary services incidental thereto.

Every plat offered for recording pursuant to the provisions of this part must be prepared by a professional surveyor and mapper. The plat must be signed and sealed by that professional surveyor and mapper, who must state on the plat that the plat was prepared under his or her direction and supervision and that the plat complies with all of the survey requirements of this

part. Every plat must also contain the printed name and registration number of the professional surveyor and mapper directly below the statement required by this section, along with the printed name, address, and certificate of authorization number of the legal entity, if any. A professional surveyor and mapper practicing independently of a legal entity must include his or her address.

Before a plat is offered for recording, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat. If not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation.

Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.

Permanent reference monuments must be placed at each corner or change in direction on the boundary of the lands being platted and may not be more than 1,400 feet apart.

Permanent control points shall be set on the centerline of the right-of-way at the intersection and terminus of all streets, at each change of direction, and no more than 1,000 feet apart.

"Mean high-water line" – Florida Statute 177.25 - "Florida Coastal Mapping Act of 1974." "The Legislature recognizes the desirability of confirmation of the mean high-water line, as recognized in the State Constitution and defined in s. 177.27(15) as the boundary between state sovereignty land and uplands subject to private ownership, as well as the necessity for uniform standards and procedures with respect to the establishment of local tidal datums and the determination of the mean high-water and mean low-water lines, and therefore directs that uniform standards and procedures be developed."

Legal significance of the mean high-water line – Florida Statute 177.28 –

(1) Mean high-water line along the shores of land immediately bordering on navigable waters is recognized and declared to be the boundary between the foreshore owned by the state in its sovereign capacity and upland subject to private ownership. However, no provision of this part shall be deemed to constitute a waiver of state ownership of sovereignty submerged lands, nor shall any provision of this part be deemed to impair the title to privately owned submerged lands validly alienated by the State of Florida or its legal predecessors.

(2) No provision of this part shall be deemed to modify the common law of this state with respect to the legal effects of accretion, reliction, erosion, or avulsion.

"Geodetic bench mark" means a permanently monumented and precisely referenced and described mark, usually a bronze tablet or copper or bronze bolt leaded or cemented into a masonry structure, which is established to give a definite high point on the monument to which geodetic elevations are referred.

"Photogrammetry" means the science of making precise measurements from photographs.

Labins - The Division of State Lands' Bureau of Survey and Mapping is responsible for maintaining a repository of land records, determining the location of land and water boundaries, protecting the state's interest in land by clearly delineating and defending the boundaries of state-owned lands and issuing opinions of title and defending the state's title and ownership interests in property vested in the Board of Trustees of the Internal Improvement Trust Fund (Governor and Cabinet.)

The Bureau of Survey and Mapping protects the boundaries of the state by:

- Performing survey and mapping services for Preservation 2000/Florida Forever and other agency programs;
- Performing reviews for the acquisition and sale of city lands;
- Providing survey and geographic data for the Land Boundary Information System (LABINS);
- Providing water level and meteorological collection and geodetic control data;
- Maintaining a public lands inventory;

- Providing surveys and maps of state owned lands that have not been surveyed or mapped in the past in order to resolve boundary issues;
- Performing identification, restoration and preservation of the controlling corner monuments established during the original cadastral surveys related to the Restoration of Corners Act (F.S. 177 Part III);
- Assisting surveyors in determining the mean high water elevation to meet the requirements of the Coastal Mapping Act (F.S. 177 Part II); and
- Providing liaison and technical assistance through a cooperative agreement between the DEP and the National Ocean Service/National Geodetic Survey and the public.

2.2 The CITY reserves the right to retain other surveying and mapping firms within the pool of approved firms, to provide the same or substantially similar professional surveying and mapping services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional surveying and mapping fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform professional surveying and mapping services including, but limited to; investigations; geospatial services, photogrammetry, hydrographic surveys, as-built surveys, elevation certifications for FEMA, sovereign submerged land lease surveying services and exhibits, field surveys, land boundaries, ALTA surveys, attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific

assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional surveying and mapping fees; the CONSULTANT may:

(a) Prepare reproducible record drawings

(b) Provide sovereign submerged land surveying services and exhibits

(c) Other services as requested by the CITY.

5. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall perform surveying and/or mapping services specified in the task orders.

6. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall provide all criteria and full information as to the CITY's scope of services.

(d) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

7. AUTHORIZATION OF WORK:

7.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

8. PAYMENT FOR SERVICES:

8.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Surveying and mapping fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments, based on the date of the fully executed original contract. No increases prior to the anniversary of the fully executed contract shall be honored.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of surveys, maps, documents, and similar project related items.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

9. SUBCONSULTANTS

9.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

10. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, analysis, maps, surveys, and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

11. TERMINATION

11.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

11.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

11.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

12. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for

damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

13.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

13.2 All surveys, maps, plats, exhibits, drawings, and any other studies or documents prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such

materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

14. SUCCESSORS AND ASSIGNS

14.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

14.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

14.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

15. MISCELLANEOUS

15.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in VOLUSIA COUNTY, Florida.

16. INDEPENDENT CONTRACTOR

16.1. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

17. LICENSING OF CONSULTANT

17.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

18. INDEMNIFICATION

18.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT.

19. TIME IS OF THE ESSENCE

19.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

20. THIRD PARTY RIGHTS

20.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

21. PUBLIC RECORDS AND OPEN MEETING LAWS

21.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY

Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

21.2 The CONSULTANT is required to comply with public records laws, specifically to:

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

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

22. SOVEREIGN IMMUNITY

22.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in two (2) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

9-17-18

(Johnny R. Bledsoe, City Clerk)(Date)

By: 9-17-18

(James W. Hathaway, Mayor) (Date)

ATTEST:

Southeastern Surveying and Mapping Corp.

James L. Petersen, PSM | Vice President

Gary B. Krick, PSM | President | September 10, 2018

(Authorized Officer)(Date)

(SEAL, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: 9/21/18

(City Attorney) (Date)

Purchasing Initials CW

END OF CONTRACT FOR

CONTINUING PROFESSIONAL SURVEYING AND MAPPING SERVICES

Steven L. Anderson, Jr., PSM, PLS
Charles M. Arnett, PSM
Michael D. Brown, PSM
Eric E. Cain, PSM
John K. Carr, PSM
Michael L. Dougherty, PSM
James M. Dunn, II, PSM
Thomas F. Ferguson, PSM
Ronnie A. Figueroa, PSM, GISP
Tate B. Flowers, PSM, PLS
Robert W. Gardner, PSM
Brian R. Garvey, PE, GISP
Daniel J. Henry, PSM, PLS
Ryan E. Johnson, PSM
Gary B. Krick, PSM
Brad J. Lashley, PSM, PLS
Myron F. Lucas, PSM
James E. Mazurak, PSM

Southeastern Surveying®

Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

Thomas K. Mead, PSM, PLS
Timothy O. Mosby, PSM
James L. Petersen, PSM
William C. Rowe, PSM
Tony G. Syfrett, PSM, PLS
Thomas P. Young, Jr., PSM, GISP
Kirk R. Hall, EI, GISP
Brad A. Stroppel, EI, GISP
Cheryl A. Isenberg, GISP
Brian E. Latchaw, GISP
Patrick J. Phillips, GISP
Donna L. Hendrix, CST IV
Mark W. Klaers, CST IV
Joseph S. Locklin, CST IV
David M. Rentfrow, CST IV
Steve D. Smith, CST IV
Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

Schedule of Fees

Surveying & Mapping Services

Personnel Classification	Typical Work Tasks	Hourly Billing Rate
Professional Surveyor & Mapper/PSM	Project Management, Project Surveyor Quality Control/Quality Assurance Reviews	$134.00 / per hour
Expert Witness	Attendance and Testimony at Trial	$268.00 / per hour
Senior Technician	Project Calculations Preparation of Descriptions	$100.00 / per hour
CAD Technician	Drafting of Projects, Preparation of Sketches for Descriptions	$89.00 / per hour
Survey Division		
1 Man Field Crew	Completes field data collection and inventory.	$100.00 / per hour
2 Man Field Crew	Performs reconnaissance activities for	$134.00 / per hour
3 Man Field Crew	completion of survey related tasks.	$169.00 / per hour
4 Man Field Crew		$194.00 / per hour
Sketch of Description (per SD)		$510.00

GIS Mapping Services

Personnel Classification	Typical Work Tasks	Hourly Billing Rate
Professional Engineer	Project Management Quality Control/Quality Assurance Project Reviews	$134.00 / per hour
GIS Analyst	Database Design, Programming/ Quality Control/Quality Assurance	$100.00 / per hour
GIS Technician	Data Entry, Data Editing	$89.00 / per hour
2 Man GPS Crew	Field Asset Inventory (sub-meter)	$134.00 / per hour
1 Man GPS	Field Asset Inventory (sub-meter)	$100.00 / per hour

Plat Review Services (if required)

Initial Review includes Second Review	
Plat (initial and second review)	$794.00/per Plat (up to 2 sheets) $134.00/per sheet (over 2 sheets)
Third or Additional Review Same Plat	
Plat (third or additional reviews of same plat)	$357.00

6500 All American Blvd
Orlando, FL 32810
407.292.8580
407.292.0141 Fax

1130 Highway 90
Chipley, FL 32428
850.638.0790
850.638.8069 Fax

Lakeside Executive Center
8641 Baypine Road
Suite 5
Jacksonville, FL 32256
904.737.5990
904.737.5995 Fax

119 West Main Street
Tavares, FL 32778
352.343.4880
352.343.4914 Fax

10 East Lake Street
Kissimmee, FL
34744
407.944.4880
407.944.0424 Fax

University Corporate Park
10770 North 46th Street
Suite C-300
Tampa, FL 33617
813.898.2711
813.898.2712 Fax

410 Honeysuckle Road
Dothan, AL 36305
334.648.0288

Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • PE: Professional Engineer
Certifications: EI: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician

Subsurface Utility Engineering Services

Designating Services

Project Manager	$134.00 / per hour
Senior Technician	$100.00 / per hour
2 man crew	$134.00 / per hour
3 man crew	$169.00 / per hour

Vacuum Excavation

Test Holes	
1 Test Hole/Dirt	$477.00
1 Test Hole/Asphalt/Concrete	$593.00
2 - 19 Test Holes/Dirt	$408.00 / each
2 - 19 Test Holes/Asphalt/Concrete	$466.00 / each
20 - 49 Test Holes/dirt	$373.00 / each
20 - 49 Test Holes/asphalt/concrete	$420.00 / each
50 - 99 Test Holes/dirt	$322.00 / each
50 - 99 Test Holes/asphalt/concrete	$373.00 / each
100 or more Test Holes/dirt	$286.00 / each
100 or more Test Holes/asphalt/concrete	$326.00 / each

GPR Bore Route

$581.00 / each

Vacuum Excavation for Environmental Services

Vacuum Excavation for Monitoring Wells/Soil Samples when requirements dictate vacuum or hand digging down 8 feet to 10 feet prior to drilling. (3"-4" in diameter, 8' to 10' deep, concrete/asphalt removed if necessary)

1 - 9 Monitoring Wells/Soil Samples	$292.00 / each
10 - 19 Monitoring Wells/Soil Samples	$234.00 / each
20 - 49 Monitoring Wells/Soil Samples	$176.00 / each

An hourly rate of **$333.00** will be used for all **exploratory excavation projects**.
Larger excavation projects which require specialized equipment
(shoring, de-watering, etc.) will be quoted on a task by task basis.

Survey Services for Utility Projects

Project Manager/Professional Surveyor and Mapper	$134.00 / per hour
Two Person Survey Field Team	$134.00 / per hour
Three Person Survey Field Team	$169.00 / per hour
Clerical	$60.00 / per hour

Concrete Radar Mapping/Imaging

(concrete assessment/inspection, grid scans & debris assessment)

1 Man Crew	$217.00 / per hour

Closed Circuit Televising (CCTV) Services **(will be quoted on a task by task basis per requirements)**

Maintenance of Traffic (MOT)

If required MOT specialist will be contracted and cost for same will be passed on with a 10% mark-up for coordination of same

SSMC MOT Lane Closures	Per Lane Closure	$612.00 / per day
	Per Lane Closure	$816.00 / per night

Elevation Certificates

Residential Elevation Certificate	$464.00
Commercial Elevation Certificate (per bldg.)	$876.00

Southeastern Surveying

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Johnson, Mirmiran & Thompson (JMT)

   Contact Person: Greg T. Smith

   City, State: Lake Mary, FL 32746

   Telephone Number: 321-217-9467

   Email Address: Gsmith@jmt.com

   Description of goods/services provided: Condition Assessment & Inspection, Design, Environmental & Sustainable Solutions, surveying and mapping

   Contract Amount: N/A

   Start/End Date of Contract: 2005-present

2. Company Name: Wade Trim

   Contact Person: Oscar Duarte

   City, State: Oralndo, FL

   Telephone Number: 321-704-3848

   Email Address: oduarte@wadetrim.com

   Description of goods/services provided: Stormwater, Survey, Transportation, Community Planning

   Contract Amount: N/A

   Start/End Date of Contract: 2002-Present

3. Company Name: Mead & Hunt, Inc.

   Contact Person: John Mischle

   City, State: Orlando, Fl

   Telephone Number: 386-414-5063

   Email Address: john.mischle@meadhunt.com

   Description of goods/services provided: Construction Services, Engineering, Planning

   Contract Amount: N/A

   Start/End Date of Contract: 2005-present

This document must be completed and returned with your submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this package. A minimum of three (3) project shall be listed below. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Florida Bridge & Transportation, Inc. | Mike Hebert

   Phone: 407-513-9709 ext 243

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 14

   Description of service: Topographic Survey, Boundary Survey

2. Contact Name: WD Partners, Inc. | Shauntaye King

   Phone: 614-634-7178

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 5

   Description of service: Topographic Survey, Utility Designation, Boundary Survey

3. Contact Name: Wharton-Smith, Inc. | Martin Gonzalez

   Phone: 407-416-8179

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 23

   Description of service: Construction Layout Survey

This document must be completed and returned with your submittal.

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
Thomas K. Mead, PSM, PLS	President | Principal In Charge	850-220-6613
Darryll DeMarsh, GPRT	Vice President	407-431-0465

Authorized Signature

Thomas K. Mead, PSM, PLS | President | Principal In Charge

Print Name of Authorized Signature

This document must be completed and returned with your submittal.

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Thomas K. Mead, PSM, PLS | President | Principal In Charge, on behalf
(Print Name and Title)
of Southeastern Surveying and Mapping Corporation (SSMC) ("Company"), certify that Southeastern Surveying and Mapping Corporation (SSMC)
(Company Name) (Company Name)
does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Southeastern Surveying and Mapping Corporation (SSMC)
COMPANY NAME

SIGNATURE

Thomas K. Mead, PSM, PLS
PRINT NAME

President | Principal In Charge
TITLE

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION p.2

STATE OF FLORIDA

COUNTY OF: Washington

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 16th day of November, 2023, by Thomas K. Mead and who:

☒is personally known to me; or ☐ has produced N/A as identification.

Betsy Willett Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: June 01, 2024

This document to be completed and returned with your submittal.

BETSY WILLETT
Notary Public-State of Florida
Commission # HH 5808
My Commission Expires
June 01, 2024

FORM 9.11 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Professional Surveying Services

Solicitation Number: RFSQ #23-17

I, the undersigned hereby certify that Southeastern Surveying and Mapping Corporation (SSMC) **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Southeastern Surveying and Mapping Corporation (SSMC) **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

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

Thom K. Mead PSM, PLS President | Principal in Charge
Print or Type Name, Title

Signature of Affiant

59-1621976
Federal Employer ID Number (FEIN)

33857
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Washington

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of November, 2023, by Thomas K. Mead and who:

☒ is personally known to me; or ☐ has produced N/A as identification.

Betsy Willett
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: June 01, 2024

This document to be completed and returned with your submittal.

BETSY WILLETT
Notary Public-State of Florida
Commission # HH 5808
My Commission Expires
June 01, 2024

E-Verify
Employment Eligibility Verification

Welcome Debra Leise | User ID DLEI1248 | Log Out

Home
My Cases
New Case
View Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name:	Southeastern Surveying and Mapping Corp.	View / Edit
Company ID Number:	33857	
Doing Business As (DBA) Name:		
DUNS Number:		

Physical Location:

Address 1:	6500 All American Blvd.
Address 2:	
City:	Orlando
State:	FL
Zip Code:	32810
County:	ORANGE

Mailing Address:

Address 1:	
Address 2:	
City:	
State:	
Zip Code:	

Additional Information:

Employer Identification Number:	591621976
Total Number of Employees:	100 to 499
Parent Organization:	Southeastern Surveying and Mapping Corp.
Administrator:	

Organization Designation:

Employer Category:

NAICS Code:	5419 - OTHER PROFESSIONAL, SCIENTIRC, AND TECHNICAL SERVICES	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	1	View / Edit

View MOU

Company ID Number: 33857

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Southeastern Surveying and Mapping Corp. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 33857

Approved by:

Employer Southeastern Surveying and Mapping Corp.	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/15/2006

Company ID Number: 33857

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Southeastern Surveying and Mapping Corp.
Company Facility Address	6500 All American Blvd. Orlando, FL 32810
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	591621976
North American Industry Classification Systems Code	5419
Parent Company	Southeastern Surveying and Mapping Corp.
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 33857

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 33857

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Debra J Leise
Phone Number	(407) 292 - 8580 ext. 2203
Fax Number	(407) 292 - 2182
Email Address	djleise@southeasternsurveying.com

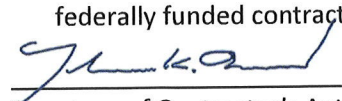
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FORM 9.12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
    b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
    d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

11/21/23

Date

Thom K. Mead PSM, PLS President | Principal in Charge

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

FROM 9.13 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: Southeastern Surveying and Mapping Corporation (SSMC)

Address: 6500 All American Boulevard, Orlando, Florida 32810-4350

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    City of Port Orange
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: Craig Kent, II

TITLE: Purchasing Agent

DATE: 12/04/23

Respondent

BY: Southeastern Surveying and Mapping Corporation (SSMC)

NAME: Thom K. Mead PSM, PLS

TITLE: President | Principal in Charge

DATE: 11/21/23

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Confidential material includes Tax returns and financial statements. SSMC DOES NOT AUTHORIZE THESE PAGES FOR PUBLIC RECORD.



Thom K. Mead PSM, PLS President | Principal in Charge

11/21/23

Does not apply to SSMC.

FORM 9.14 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

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

Solicitation: RFSQ #23-17 Professional Surveying Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no statement".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond.

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project.

☐Unable to meet specifications.

☐Unable to meet bond requirements.

☐Unable to hold prices firm throughout the term of the contract period.

☐Unable to meet insurance requirements.

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

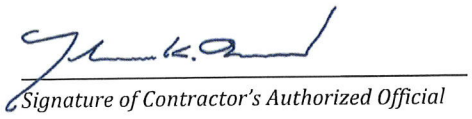
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Southeastern Surveying and Mapping Corporation (SSMC), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Thom K. Mead PSM, PLS President | Principal in Charge

Name & Title of Contractor's Authorized Official

Date: 11/21/23

This document must be completed and returned with your submittal.

Does not apply to SSMC.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

State of _____ County of _____

I,_____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____for a period from _____, 20____ to_____, 20____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Does not apply to SSMC.

IMPORTANT: This certificate must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB2108**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 ALL AMERICAN BOULEVARD
ORLANDO, FL 32810-4350

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Company License

Florida Profit Corporation
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION

Filing Information

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Event Date Filed	11/02/2005
Event Effective Date	NONE

Principal Address

6500 ALL AMERICAN BLVD.
ORLANDO, FL 32810-4350

Florida Sunbiz Report

TAB B

Tab B: Company Profile - History & Qualifications

Founded in 1972, Southeastern Surveying and Mapping Corporation (SSMC) is an independent, employee-owned Professional Surveying and Mapping, Geographic Information Systems (GIS) and Subsurface Utility (SUE) firm that serves Florida's leading public and private organizations as the single largest Surveying and Mapping firm in the state. It's what we do, and we do it well!

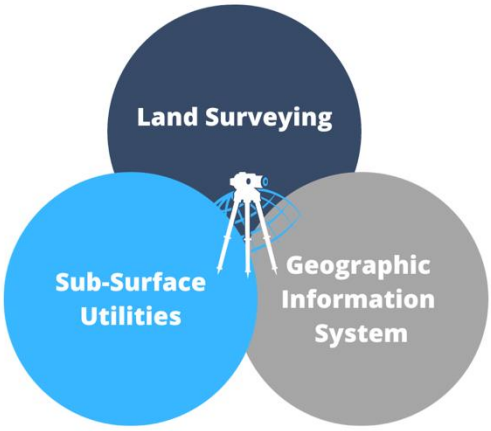
Our staff of over 200 personnel includes fifteen (15) licensed Professional Surveyors and Mappers, one (1) Professional Engineer, 45 nationally Certified Survey Technicians (CST), two (2) Engineers in Training (EI), four (4) internationally Certified GIS Professionals, six (6) licensed unmanned aerial vehicle (UAV) pilots, and dozens of highly experienced surveyors, computer-aided design (CAD), and GIS technicians. The SSMC team works together using state-of-the-art resources, both field and office, to provide geospatial solutions to our many public sector and private sector clients. Our firm can be deployed to provide a single statewide source for geospatial data, graphic presentation, database design, delivery, and management.

Areas of Expertise

Land Surveying and Mapping by SSMC applies experience and a complete surveyor's toolkit including 4 WD vehicles, ATV's, boats, airboats, fathometers, Terrestrial Mobile and Static LiDAR, GPS, reflector less total stations, digital levels, electronic field books and a proprietary data collection format, and graphic production using MicroStation, ArcInfo, AutoCAD Civil 3D, AutoCAD Land Development, TopoDOT, Revit, CAiCE, and GEOPAK tools to deliver compatible data in ready-to-use form to our clients and team members. Our firm's qualifications with state agencies including the Federal Highway Administration, the Florida Department of Transportation, and the Florida Department of Environmental Protection testifies that SSMC employs the staff, equipment, and methods suitable for three-dimensional surveying and mapping to the highest standards. Expedited schedules and budget compliance are full-time concerns, with daily tracking and reporting by an in-house designed system customized to the requirements of a full-service Surveying and Mapping team that works with public sector clients daily.

Geographic Information Systems (GIS) are created and maintained by SSMC's full-service GIS Division. This division has been designing and developing digital maps and collecting data for their associated databases since 1989 and to date has completed inventory and condition assessment/inspection projects for over 300,000 storm water features that have included culverts, ponds, conveyances, levees, dams, pump stations and manholes working for clients in diverse areas from City streets to the Seminole Tribe of Florida swamps.

This division is also available to supply the training and support required to help clients derive maximum returns from the integration of GIS mapping into an asset management system. Utilities, Public Works and storm water management districts can derive substantial benefits from inventorying their facility's infrastructure and managing it, to support their maintenance and operations personnel. Detailed condition assessments and inspections linked to the geodatabase provides a resource for prioritizing future improvements. GPS-equipped field teams from the GIS division are readily available to furnish the data that populates the databases. Having located and mapped thousands of stormwater, water, wastewater and transportation assets,



SSMC's GIS division has developed comprehensive GIS data models which can be used to jump start a client's GIS implementations.

Subsurface Utility Designation and Location (Test Holes) by SSMC's full-service utility division employs the best electronic sensing devices as well as Ground Penetrating Radar (GPR) and records research to designate underground utilities and then use highly mobile, safe, non-destructive vacuum excavation equipment to uncover and positively identify them.

The SSMC Utility Division also performs Closed Circuit Television (CCTV) Pipe Inspection Services. The system is used to perform condition and as-built inspections and includes laser profiling capabilities. Pipe thickness testing using Sonar Equipment is an additional service offered as an alternative to cutting coupons on aging force mains. Additionally, SSMC's Utility Crews are equipped with RTK GPS Receivers, which enable them to quickly and accurately locate the exposed utility when performing test holes or when performing utility designation.

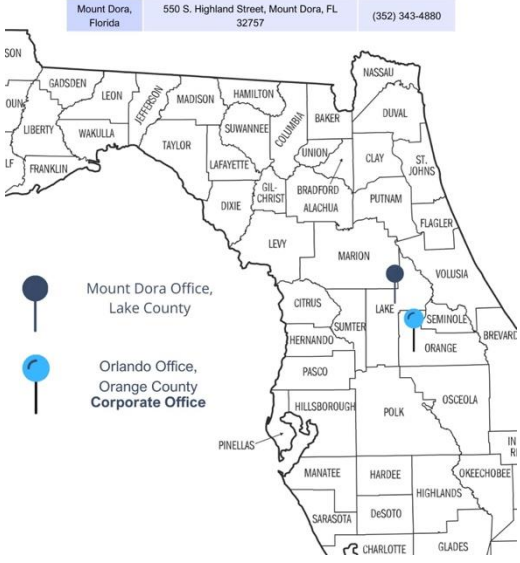
For about 15 years, SSMC has been involved with Terrestrial Mobile and Static LiDAR Scanning projects and currently owns and uses a RIEGLE VZ 400 Scanner daily. The benefit to the City of Port Orange is that the SSMC works with point cloud data and can convert large point cloud datasets into ArcGIS raster surfaces or a simple CADD product if needed.

Equipment and Location

We pride ourselves on being at the forefront of technology, using state-of-the-art equipment, leading-edge software, and cutting-edge processes to drive results. Our firm operates over 50 4-wheel drive vehicles and 7 ATVs's and a variety of watercraft are available depending on the specific task requirements. We understand that when we are in the public view working on your projects, we are an extension of your staff, and we strive to serve you well. All our vehicles are marked, and our employees wear company shirts and hats all of which is important when working on private property.

Office Locations

Location	Address	Phone
Orlando, Florida	6500 All American Blvd., Orlando, FL 32810	(407) 292-8580
Mount Dora, Florida	550 S. Highland Street, Mount Dora, FL 32757	(352) 343-4880



Additionally, SSMC uses 45 Total Stations daily, and we have two Robotic Total Stations. All field teams are equipped with automatic level or digital levels to establish primary Vertical Control. A dedicated investment in specialty equipment for each of SSMC's unique divisions is something that the SSMC team has made a serious commitment to.

SSMC developed an understanding of the local regulatory landscape, zoning requirements, and environmental considerations that are critical to the success of this project with the City of Port Orange. In total, our firm has 9 offices throughout the Florida region, including Duval County, Lake County, Osceola County and Orange County. Majority of the assignments for the City of Port Orange contract will be worked out of SSMC's Orange County office, in Orlando, with support from our other office in Mount Dora if needed, at no additional charge for mobilization or travel.

This level of proximity promotes responsive action to surveying and planning needs. Our more than adequate staff, sensitivity to client's needs, and sense of urgency for all projects daily allow us to respond to assignments without delay.

Qualifications/Ability/CapaCity to Perform the Scope of Work

SSMC's team understands that the City of Port Orange requires Professional Surveying Services on an on-demand basis which oftentimes includes an expedited schedule. SSMC has been providing these same traditional and non-traditional Professional Surveying services to Public Sector Clients such as the City of Port Orange for decades. SSMC's project management approach is founded on many core principles, but consistency, commitment, a qualified staff, along with modern technology, state-of-the-art equipment, and software are key components that make our team successful.

All tasks assigned by the City of Port Orange will be performed under the direction of a Professional Surveyor and Mapper licensed in the State of Florida, and in accordance with Chapter 5J-I7, Standards of Practice. A typical SSMC deliverable will be field books, electronic files, reports, plats, and maps reflecting the documents used and the work performed. All maps, Surveyor's Reports, and drawings will be provided in digital format on a disk. Electronic versions of all survey drawings will be provided in the City of Port Orange's required format.

Goals & Objectives

- Provide Professional Surveying and Mapping services that will exceed the City of Port Orange's expectations.
- Provide the successful completion of all task assignments within the task schedule and budget.
- Provide more than ample field and office personnel for each task assignment.
- Provide more than ample resources for each task assignment.
- Provide more than adequate QA/QC for all deliverables for each task assignment.
- Provide good communication between the SSMC team and the City staff.



Schedule Control

The SSMC team is managed by an experienced Project Manager and assisted by experienced project surveyors. The SSMC Project Manager and the SSMC project surveyors are responsible for monitoring the task assignment schedule daily. Once the scope of services and schedule for a task assignment has been finalized, the Project Manager and project surveyors will prepare a team member assignment plan that provides the required personnel and required equipment/resources to meet your task assignment schedule. The appropriate staff will be assigned and committed to your task assignment.

The SSMC team is committed to working weekends and nights if required to maintain your task assignment schedule. The Project Manager will communicate with the assigned SSMC team and decide if the task assignment is on schedule. The task assignment schedule is reviewed during scheduled project meetings with the project surveyors and the SSMC team. If a task assignment is not on schedule, any or all actions listed below may be taken.

- Review the task assignment scope and the methods being employed to identify specific issues.
- Provide hands-on mentoring to specific team member(s).
- Provide additional team members.
- Provide more appropriate or upgraded equipment/resources.
- Provide an opportunity for team members to work longer days.

Cost Control

Our Project Manager's hands-on approach to each task assignment has proven to be a key component in controlling costs and schedules. It's essential to note the SSMC team is populated with Project Managers and project surveyors who are experienced in controlling costs and schedules. When initially making personnel choices, the following items are taken into consideration to help control costs.

- The geographic location of the task assignment relative to assigned personnel.
- The expertise of the assigned personnel relative to the task assignment.
- The choice of any specialized equipment that will be used to complete the task assignment.
- The Team size and the resources assigned to each task are related to the project size and schedule.
- All available methods/means of maintaining a robust production rate.

The SSMC team's approach to complying with each individual task budget involves working with the City of Port Orange to fine-tune the scope of work that not only meets your needs but also your budget limits. Our team has decades of experience working with municipal clients, delivering quality projects with innovative cost-saving solutions. For example, when working with the City of Valparaiso, SSMC provided a cost-effective Citywide GIS asset inventory database for Potable Water Distribution, Wastewater Collection, and Stormwater Management facilities. The SSMC team provided these GIS services using the City's existing CADD data, City records, and custom street-level panoramic imagery collected using SSMC's Mobile Mapping data collection vehicle. The GIS asset inventory of the specified systems included feature identification, attribution, and location based on City records and field verification using SSMC's custom panoramic imagery.

The SSMC team's more than ample staff is typically able to provide an alternate approach to a project that will help to stay within the task budget.

At SSMC, we recognize the significance of key personnel in ensuring the seamless execution of contracts and projects. While our team is comprised of highly skilled and experienced professionals, we understand that unforeseen circumstances may necessitate adjustments in staffing to maintain the terms of this contract.

Our commitment to operational excellence extends beyond the individual to the collective strength of our organization. To address the potential loss of key personnel, we have implemented robust contingency plans and succession strategies. These measures are designed for cross-training and skill redundancy, succession planning, knowledge transfer protocols, and rapid responses. By implementing these measures, we assure our clients that our capaCity to meet the terms of the contract remains steadfast, even in the face of personnel changes. Our organizational resilience and commitment to delivering exceptional results are unwavering, ensuring that projects proceed without compromise in quality or timeliness.

Quality Assurance & Quality Control Plan

At SSMC, we recognize that the success of projects in the City of Port Orange is contingent upon the highest standards of quality in every aspect of our work. It all starts with an embedded management commitment that is designed to ensure the successful delivery of a quality product on time and within budget. The goal of SSMC's QA/QC plan is to

establish procedures and methods that make QA/QC embedded in what everyone does daily or what we do when no one is looking. This starts with defining the initial scope of work and considers the clients' expectations relative to deliverables and schedule and end with the successful delivery of a quality product on time and within budget.

A QA/QC manager plays a crucial role in ensuring the success of quality standards and practices. For this contract, the QA/QC manager role will be conducted by James Mazurak, PSM. His responsibility is to provide a continuous detailed review of all data and drawings to ensure a high-quality product that meets scope requirements and exceeds project goals.

Our firm has some basic commitments that we make to ensure the success of our QA/QC plan.



- Project initiation to establish clear quality objectives and identify stakeholders and their quality expectations.
- A qualified team that can adhere to industry standards.
- Regulatory compliance that adheres to local, state, and federal regulations to ensure the project meets the latest standards.
- Documented procedures to manage and stay up to date on the project's status.
- Risk management to prevent and address issues promptly.
- Continuous collaboration and communication with the City of Port Orange to align project goals with quality expectations.
- Performance monitoring to identify and address any deviations promptly.
- Continuous improvement and enhancement of QA/QC processes based on lessons learned.

A recent example of our QA/QC measure can be explained in our project with the Town of Windermere. This year the Town of Windermere (in partnership with the Lake Butler Advisory Board) wanted to implement a Stormwater Management Master Plan (SWMMP) that would serve as a framework for the town to address all stormwater and drainage-related concerns and assignments. SSMC served with Michael Galura Engineering Consultants, LLC, the engineer of record, on this project to prepare the GIS-based database spanning the entirety of the Town's jurisdictional limits, including developments annexed into the town. As an ESRI partner, SSMC was able to enter the data into the web-based system allowing the town's staff to fully access the GIS stormwater and drainage asset inventory where internet service is provided. Using their mobile phones and tablets, this real-time accessibility allows the town Public Works staff to conduct real-time inventory and reporting as they access each structure in the field.

The SSMC team makes a commitment to the City of Port Orange that the QA/QC of all tasks completed will be reviewed for accuracy, completeness, and compliance with the agreed upon scope by our QA/QC Manager.

Safety Plan

Our number one priority is safety for the public and our field teams. Team members are issued a survey safety handbook before going out on the field. Our firm makes it a point to have our field team members certified in the 16 hours of training for Maintenance of Traffic Intermediate, meeting the requirement of FDOT. Also, many of our team members have been trained in and certified in Confined Space Entry issued by OSHA.



When major MOT is not required, each of SSMC's field vehicles are equipped with certified accepted traffic cones, signage, flags, amber flashing lights, as well as hard hats for work zones, at a minimum. To safely conduct the public through the work zone, full compliance with the current Roadway and Traffic Design Standard Index 600 Series and Survey Safety Handbook is followed.

Every team member is also assigned safety vests (always worn) while occupying the road Right-of-Way. Each truck is equipped with a first aid kit and a cellular phone in case of emergencies. The appropriate signage is always placed at a spacing consistent with the Survey Safety Handbook and MUTCD (Manual of Uniform Traffic Control Devices). When necessary, additional personnel are used as flaggers to keep traffic aware of the teams ahead and to facilitate traffic flow.

Performance Commitment

SSMC team makes a commitment and has a track record of being willing to dedicate whatever company resources are necessary. SSMC's educational program is a demonstration of that commitment. Quarterly in-house seminars, as well as many required off-site educational opportunities, are a testament to assuring all personnel have the knowledge, skills, and tools to succeed. SSMC's performance history is best represented by the continued award of ongoing Surveying and Mapping contracts by Public Sector clients. This fact can give the City of Port Orange the assurance that SSMC meets or exceeds expectations when it comes to project budgets and the ability to meet schedules. At SSMC, when a project budget is developed, it becomes our responsibility to adhere to that budget. The City of Port Orange can rest assured they will not pay extra if we cannot meet the agreed-upon budget within the agreed-upon scope of work.

SSMC has a history of absorbing additional small tasks requested within that same budget. Schedules are handled in a similar manner, and SSMC has a proven history of meeting accelerated schedules. If in the event of a request that will change or modify the agreed upon budget or schedule, these will be discussed well in advance to meet a suitable solution prior to invoicing and final delivery.

Schedules can be agreed to in several ways; milestones or priorities can be established by the City of Port Orange and delivered incrementally by SSMC to meet the priority schedules or as a final delivery. SSMC has a proven history and

experience in providing deliverables using this method. In many cases, preliminary deliveries can also be made to the City of Port Orange for review and to assist in the preliminary design phase. SSMC commits to working with the City of Port Orange to meet these needs.

Construction schedules require continual communication to ensure new improvements are properly staked in the field for construction crews. It's our duty to provide the City of Port Orange with a construction ticket, which is a written description of all tasks performed for each day and hours spent to accomplish these tasks. SSMC field personnel will complete these and have a representative sign it for each day spent on site. This will eliminate concerns over what has been accomplished and eliminate hidden costs not expected on invoicing. On hourly fee proposals, this negates the need for change orders. On not-to-exceed fee proposals, all change orders will require additional written scope and fee proposals which will be executed prior to work commencing and invoicing.

The SSMC team has completed hundreds of projects over our 51 history where we have been able to use existing documents, surveys, and electronic files to reduce the cost to our client and expedite the project schedule. Our reputation with our clients is, "whatever it takes".

Projects & Experience

PROJECT #1	
Name of the project	City of Port Orange Stormwater Infrastructure Verification/Condition Assessment
Services provided	Stormwater / Drainage Structure Survey, GIS Stormwater Asset Inventory Mapping and Condition Assessment
Project owner, contact name, and phone number	City of Port Orange | Brad Blais | 386-761-6810
Scope of the total project and the scope of the Contractor's portion	As part of a strategic plan, the City of Port Orange contracted the development of a stormwater master plan to preserve existing stormwater drainage infrastructure. The master plan would provide a road map for the construction of needed stormwater drainage infrastructure and the proactive rehabilitation of aging infrastructure to adequately address ongoing and future stormwater drainage-related issues, including flooding.
Total project cost	$66,625.00
Name of the Contractor's Project Manager	Brian R. Garvey, PE, GISP

PROJECT #2	
Name of the project	Port Orange Home Depot Site Survey
Services provided	Topographic Survey, Utility Designation, Boundary Survey
Project owner, contact name, and phone number	The Home Depot | Shauntaye King | 614-634-7178
Scope of the total project and the scope of the Contractor's portion	The scope of this project was to provide a boundary survey, a topographic survey, and utility designation. The location of all boundary corners were established and any missing corners were reset. All improvements and utilities were located, as evidenced by above-ground features. Used Aerial LiDAR to locate improvements in busy parking lots without interrupting customers.

Total project cost	$15,673
Name of the Contractor's Project Manager	Jesse Hodapp, PSM, CST II

PROJECT #3	
Name of the project	FDEP - Sea Dunes Proposed Seawall Project
Services provided	Topographic Survey, Boundary Survey
Project owner, contact name, and phone number	Florida Bridge & Transportation, Inc. | Mike Hebert | 321-663-6101
Scope of the total project and the scope of the Contractor's portion	The purpose of this project was to establish control for the project, being Horizontal in Florida State Plane coordinates (Florida East) and Vertical in NAVD88 Datum. Located all improvements and Utilities based on above-ground evidence or as marked in field by Utility company Representatives lying coastal only and within the easterly 125 feet.
Total project cost	30,179
Name of the Contractor's Project Manager	Thomas (Thom) K. Mead, PSM, PLS

PROJECT #4	
Name of the project	Wiley Nash Water Reclamation Facility Expansion & Upgrades
Services provided	Topographic Survey, Survey Title Search Review, Boundary Survey
Project owner, contact name, and phone number	City of DeLand | John Mischle | 386-414-5063
Scope of the total project and the scope of the Contractor's portion	For this project we located all improvements, as evidenced by above ground features. Obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing. Established the location of all boundary corners and reset any missing corners.
Total project cost	$ 147,673
Name of the Contractor's Project Manager	Steven Fensterer

PROJECT #5	
Name of the project	Woodward Ave ES Renovations & Additions
Services provided	Construction Layout Survey, As-Built Survey, Utility Designation, Utility Location Survey, Utility Verification (Test Holes)
Project owner, contact name, and phone number	Volusia County School Board | Tony Mastro | tmastro@welbro.com
Scope of the total project and the scope of the Contractor's portion	Horizontally located and field marked (paint) all public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation. Tied each test hole location to a minimum of three visible physical features to enable data to be added to the base map and also enable future recovery.

Total project cost	$31,235
Name of the Contractor's Project Manager	William (Bill) C. Rowe, PSM

PROJECT #6	
Name of the project	Westside Regional WRF IPS & Headworks
Services provided	Construction Layout Survey
Project owner, contact name, and phone number	City of Daytona Beach | Martin Gonzalez | 407-416-8179
Scope of the total project and the scope of the Contractor's portion	Verified Horizontal and Vertical Control (Benchmarks) and established new Control for construction. Laid out the Building Envelopes or Pad Limits for the Influent Pump Station, the Screening Channel, the Grit Structure, the Electrical Building, the Generator Slab and the Flowmeter Slab (Hubs and Tacks with Offsets and Finished Floor Elevation Stakes)
Total project cost	$33,436.20
Name of the Contractor's Project Manager	William (Bill) C. Rowe, PSM

PROJECT #7	
Name of the project	Survey Services for the Orange City Water Plant Greensand Filter
Services provided	Topographic Survey, Boundary Survey
Project owner, contact name, and phone number	City of Orange City | Robert Lawler | 386-775-5450
Scope of the total project and the scope of the Contractor's portion	Established horizontal and vertical control. Established the location of all boundary corners. Located all improvements and utilities. Obtained spot elevations. Established two site benchmarks.
Total project cost	$28,772
Name of the Contractor's Project Manager	Edwin (Eddie) Munoz, PSM

PROJECT #8	
Name of the project	Advent Health Port Orange
Services provided	Construction Layout Survey
Project owner, contact name, and phone number	AdventHealth | Mike Schneider | 407-4589-1345
Scope of the total project and the scope of the Contractor's portion	Produced a drawing depicting the location of the where the Building Envelope was set in relation to the Boundary Corners/Boundary Lines.
Total project cost	$3,978

Name of the Contractor's Project Manager	Alex Jenkins | Principal: Thomas (Thom) K. Mead, PSM, PLS | Supervisor: William (Bill) C. Rowe, PSM

PROJECT #9	
Name of the project	Saxon Boulevard & Providence Boulevard – Traffic Signal
Services provided	Topographic Survey, Right-of-Way (ROW) Mapping Survey, Utility Designation
Project owner, contact name, and phone number	Lassiter Transportation Group, Inc. | Bahram Joulaee | 386-257-2571 Ext. 315
Scope of the total project and the scope of the Contractor's portion	Established the location of all adjacent boundary corners and reset any missing corners at the intersection. Located all improvements and utilities, as evidenced by above-ground features. Exposed any subsurface utilities found within conflict with four (4) proposed pole foundation(s) using an X cut in a 60" circular area by using non-destructive vacuum excavation methods to a depth of 7' and air probe to 10' at said proposed pole location(s) indicated on plan sheet(s) provided or marked by the client in the field.
Total project cost	$19,068
Name of the Contractor's Project Manager	Grozio Blevins | Principal: Darryll DeMarsh, GPRT

PROJECT #10	
Name of the project	Lake Helen Substation
Services provided	Topographic Survey, Terrestrial LiDAR Scanning Survey, Boundary Survey
Project owner, contact name, and phone number	Duke Energy Florida, LLC | Thomas Camden | 407-942-9301
Scope of the total project and the scope of the Contractor's portion	Prepared a certified boundary and topographic survey to include the current legal description of the parcel, metes and bounds legal description of the entire perimeter of the boundary for the parcel, and Map all existing easements that affected the parcel.
Total project cost	$16,666
Name of the Contractor's Project Manager	Tate Flowers | Principal: Thomas (Thom) K. Mead, PSM, PLS

TAB C

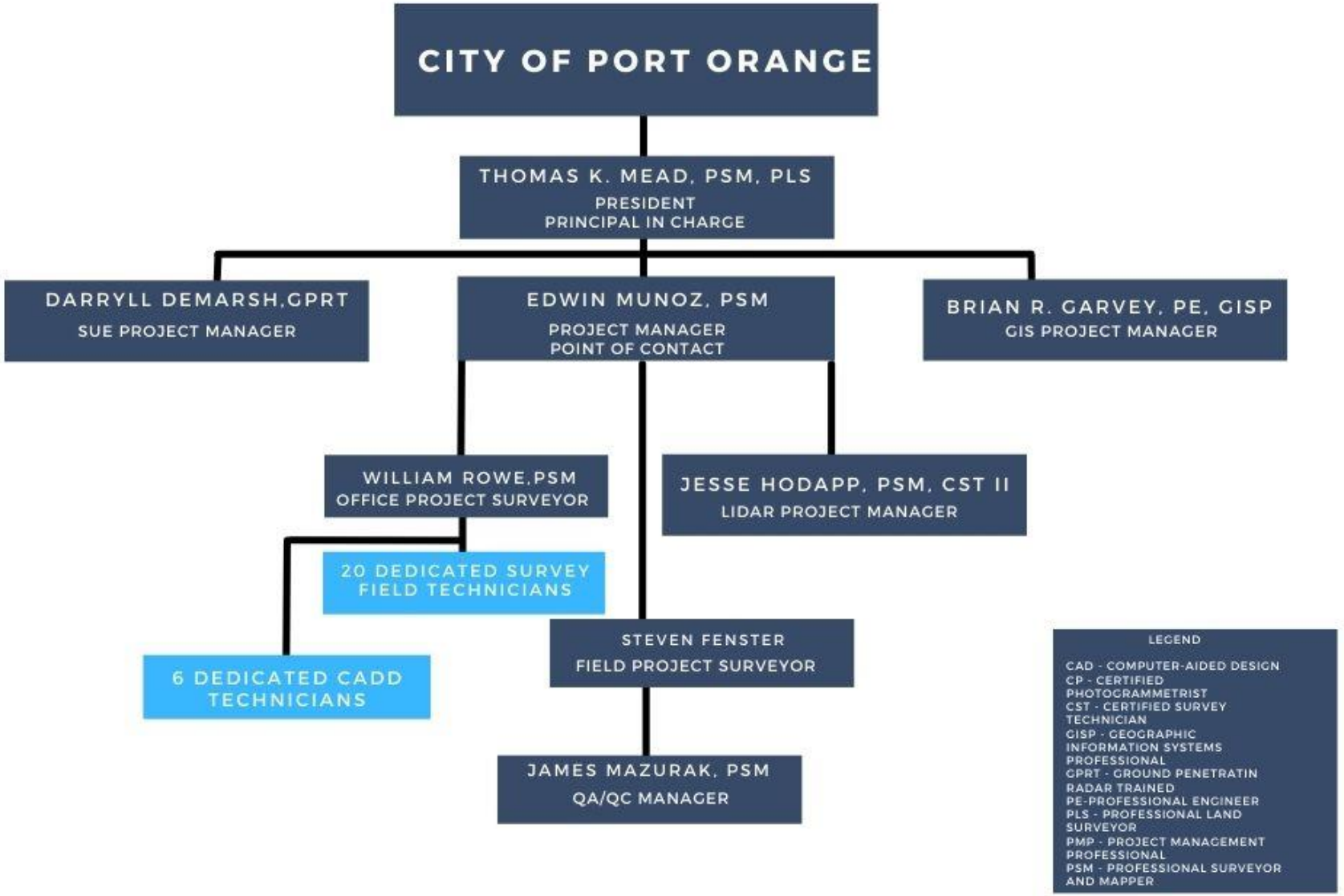
TAB C: Qualifications, Professional License, Certifications of SSMC'S Key Personnel as Presented by Resumes, Education & Training

In the realm of professional surveying and mapping, the expertise and experience of our dedicated team are as crucial as the advanced equipment we employ. Our staff plays an instrumental role in ensuring the success and precision of every project. By emphasizing the importance of our staff's roles and experience, we assure you that our commitment to excellence extends beyond equipment to the human element. It is the collective knowledge, skills, and dedication of our team that truly sets us apart in delivering exceptional surveying and mapping services.

For this specific contract, we have listed the projected team members, their roles, and responsibilities that will help the City of Port Orange with their service needs.

No.	Name	Role	Responsibility
1	Thomas (Thom) K. Mead, PSM, PLS	Principle in Charge	As Principal-in-Charge, Thom is responsible for project coordination and scheduling personnel.
2	Edwin (Eddie) Munoz, PSM	Project Manager, Point of Contact	Edwin's responsibilities include research, reconnaissance, project coordination, and scheduling field and office personnel for various private and public survey projects.
3	William (Bill) C. Rowe, PSM	Project Surveyor Office	Bill is responsible for supporting Mr. Munoz and managing all CADD staff to ensure all your data is delivered in a format compatible with your project-specific database.
4	Steven Fensterer	Project Surveyor Field	Steven's responsibility is to manage surveying activities on the field including data collection, equipment maintenance, and safety compliance.
5	Jesse Hodapp, PSM, CST II	LiDAR Project Manager	As LiDAR Project Manager, Jesse will be responsible for a final review of all digital data that leaves the SSMC office. Jesse commits to be hands-on while assisting with all LiDAR and UAV tasks.
6	James E. Mazurak, PSM	QA/QC Manager	James commits to providing a continuous detailed review of all data and drawings to ensure a high-quality product that meet scope requirements and exceeds project goals.
7	Darryll DeMarsh, GPRT	SUE Project Manager	Darryll's role as your dedicated SUE Division Manager will ensure that any task assignments involving utilities are completed on time and within the agreed-upon budget.
8	Brian R. Garvey, PE, GISP	GIS Project Manager	Brian commits to ensuring a consistent quality GIS product, having the available resources and equipment needed to complete any GIS-related task on your project, and delivering on time and within budget.

SSMC KEY STAFF ORGANIZATIONAL CHART



SSMC ORLANDO ORGANIZATIONAL CHART

PRESIDENT
THOMAS MEAD, PSM, PLS

GIS VICE PRESIDENT
BRIAN R. GARVEY, PE, GISP

GIS DIRECTOR
KIRK R. HALL, EI, GISP, CST

GIS PROJECT MANAGER
BRIAN LATCHAW, GISP

GIS ANALYSTS
BRAD STROPPEL, EI, GISP
PATRICK PHILLIPS, GISP

GIS DEVELOPER
ANTHONY BIONDELLA

GIS FIELD COORDINATOR
JAMES DISMUKE, CST

GIS TECHNICIANS
CALEB GINTHER
JANET MILLIGAN, CST
NICHOLAS VAKHORDIJAN
SHEMANIA ACCEMA

CADD TECHNICIANS
ABDIEL ROSARIO
ANTHONY ALFANO
CODY SYFRETT, CST
DANIEL RIVAS
GABRIEL RODRIGUEZ, CST
JOHN GRAY, CST
KEVIN BELL, CST
KEVIN RUEHL, CST
MARCIA RUSSELL
MATT SIEBERT
MICHAEL STEWART
MIGUEL VIVAS
SAFAA KAMAL
SCOTT MORRIS, CST
SEAN KING

SURVEY PROJECT MANAGERS
ANDY PERRY, PSM
EDWIN MUNOZ JR, PSM
JAMES MAZURAK, PSM
JAMES DUNN, PSM
JESSE HODAPP, PSM, CST
WILLIAM ROWE, PSM

SURVEY FIELD MANAGER
JOHN DRURY, CST
TYLER YOUNG, CST

SURVEY ADMINISTRATIVE ASSISTANTS
JESSICA HILL
KAYLA CANNEY

SURVEY CREW CHIEFS
ANDREW KOERBER
ARRINGTON CARTER
BARTOSZ LIBRONT
BRADLEY SISLER
BRIAN SMITH
BROOKS HAMMER
CHRISTOPHER HOLLENBECK, CST
COLTON LOCKLIN, CST
DONTE QUINONES
EDDIE HARWELL, IV
EDWARD WOLFREY, CST
HOWARD HOLLIS
IAN SKINNER, CST
MARK RIVERA
ROBERT HICKS, CST
SAMUEL OREM
SHANE HENDERSHOT
TRISTAN YANDOW

SAFETY MANAGER
JANE GARDNER

ASSISTANT PROJECT SURVEYORS
ALEX JENKINS, CST
DAVE RENTFROW, CST

LIDAR SCANNING MANAGER
MICHAEL VETTER, CST, UAV

GPS COORDINATOR
JULIO RIVERA, CST, UAV

SURVEY FIELD TECHNICIANS
ALEK GOSS
AMANDA HAYNES
ARSBON SCURRY
BRANDON SPEER
CARLIN YOUNGBLOOD
CHASE RUEHL
CHRIS CRUZ
DAVID SIMEK
DAVID THOMPKINS
EVAN MILLINGTON
FRANKIE ODAM
HARRISON THRONE
JEREMIAH HILL
JORGE SANCHEZ
JUAN TORRES
MARQUISE EDWARDS
MICHAEL DROLET
SOLEI LAMARTZ
TANNER DOWNES
GORDON MILLIGAN
TYLON HARTLEY
ZACHARY DAVIS

UTILITY VICE PRESIDENT
DARRYLL DEMARSH, GPRT

UTILITY DIRECTOR
M. SCOTT SOWARDS

UTILITY PROJECT MANAGER
GROZIO BLEVINS
JON ARNETT

UTILITY FIELD MANAGER
KONNOR PORTER

UTILITY CREW CHIEFS
JORDAN THIBAULT
JOSHUA CARP
KYLE STEBBINS
NICHOLAS STIERLI

UTILITY JR. CREW CHIEFS
AMAURIE MUNOZ
GABRIEL RIOS-SANTOS
JOMAR ESPINAL

UTILITY FIELD TECHNICIANS
COSMORE EBANKS
DEVIN O'KEEFE
KEVIN TORRES MORENO
MARK LEONE

UTILITY ADMINISTRATIVE ASSISTANT
JHALISE MORALES

GENERAL COUNSEL
REBECCA BESS, ESQ.

ACCOUNTS RECEIVABLE MANAGER
TINA VIA

ACCOUNTS RECEIVABLE SPECIALISTS
ASHLEY FREDERICK
DEANNA MCWILLIAMS
DENISE FENSTERER

STAFF ACCOUNTANT
CYNTHIA FUSSELL

CONTROLLER
WILLIAM SNARSKI

CONTRACTS ADMINISTRATOR
VICTORIA SARTORI ACREE

ADMINISTRATIVE LEAD
DAKOTA WILLIAMS

RECORDS MANAGER
DONNA WALTER

RECORDS RESEARCH ADMINISTRATOR
BIENA SINGH

MARKETING MANAGER
ELIZABETH ROARK

BUSINESS DEVELOPMENT MANAGER
SCOTT FINK

MARKETING COORDINATORS
KAMRYN MARSHALL
TYLER JONES

MARKETING QA/QC SPECIALIST
HEATHER KRICK

INFORMATION TECHNICIANS
BILL CLARK
RICHARD NGUY

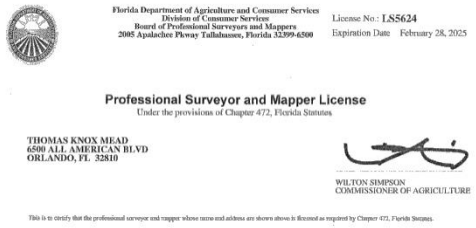
ADMINISTRATIVE ASSISTANTS
CARRIE BRADT
KAYLA CANNEY

HUMAN RESOURCES SPECIALIST
KARLA VILLEGAS

LEGEND

CST - CERTIFIED SURVEY TECHNICIAN
GISP - GEOGRAPHIC INFORMATION SYSTEMS PROFESSIONAL
PE - PROFESSIONAL ENGINEER
PLS - PROFESSIONAL LAND SURVEYOR
PSM - PROFESSIONAL SURVEYOR AND MAPPER
SIT - SURVEYOR IN TRAINING
UAV - UNMANNED AERIAL VEHICLE CERTIFIED

Licenses and Certifications



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5624
Expiration Date February 28, 2025

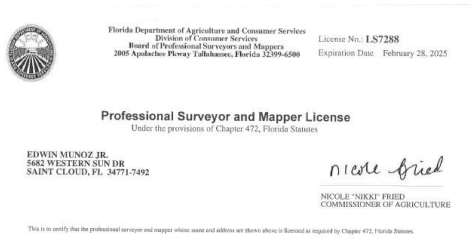
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

THOMAS KNOX MEAD
6500 ALL AMERICAN BLVD
ORLANDO, FL 32810

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Thomas Mead, PSM, PLS – Principal in Charge



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS7288
Expiration Date February 28, 2025

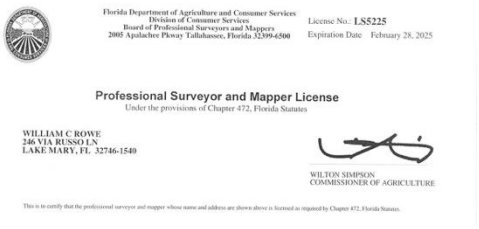
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

EDWIN MUNOZ JR.
5682 WESTERN SUN DR
SAINT CLOUD, FL 34771-7492

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Edwin Munoz Jr. – Project Manager/Point of Contact



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5225
Expiration Date February 28, 2025

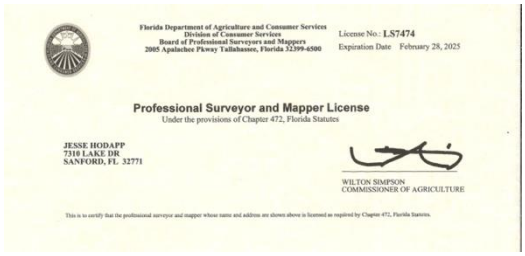
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

WILLIAM C ROWE
246 VIA RUSSO LN
LAKE MARY, FL 32746-1540

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

William Rowe, PSM – Office Project Surveyor



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS7474
Expiration Date February 28, 2025

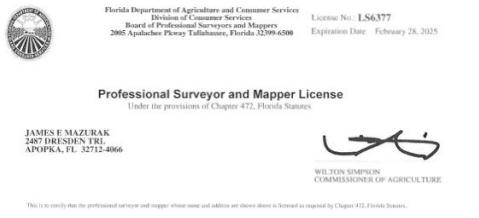
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JESSE HODAPP
7310 LAKE DR
SANFORD, FL 32771

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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Jesse Hodapp, PSM – LiDAR Project Manager



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6377
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JAMES E MAZURAK
2487 DRESDEN TRL
APOPKA, FL 32712-4066

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

James Mazurak, PSM – QA/QC Manager



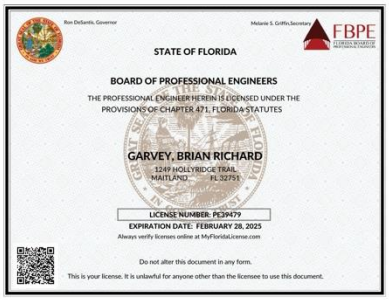
Sensors & Software Inc.

hereby certifies that

Darryll DeMarsh

has successfully completed the Conquest™ Short Course
on Ground Penetrating Radar
presented on March 1, 2005 in Orlando, Florida.

Darryll DeMarsh,GRPT – SUE Project Manager



Ron DeSantis, Governor
Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GARVEY, BRIAN RICHARD
1249 HOLLYRIDGE TRAIL
MAITLAND FL 32751

LICENSE NUMBER: PE39479
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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GIS Certification Institute

This is to certify that The Board of Directors of the GISCI Certification Institute,
Upon the recommendation of the Executive Director, has conferred upon

Brian R. Garvey

the distinction of

Geographic Information Systems Professional
GISP

Certificate Number 01332

Date of Initial Certification 6/25/2015 Date of Expiration 6/25/2026

Jochen Albrecht
GISCI President

Anthony Spiri, GISP
GISCI Executive Director

Brian Garvey,PE,GISP – GIS Project Manager

Thomas K. Mead, PSM, PLS
1996 Florida Registration LS5624
2011 Alabama Registration # 32373



Education

- Valencia Community College, Geoplane Training and Continuing Education
- Cont. Education License Requirements

Organizations

- Florida Surveying and Mapping Society
- Alabama Society of Professional Land Surveyors
- National Society of Professional Surveyors
- Florida GPS Users Group
- Florida GNSS Users Group

Employment

Southeastern Surveying and Mapping Corporation **Florida**
President | Principal In Charge **1988-Present**

Thom has 39 years of Professional Surveying and Mapping experience. He coordinates and schedules personnel for various state, federal, and private survey projects. Thom has extensive experience acting as Principal in Charge as well as Project Manager on contracts similar in size and scope to the City of Port Orange Contract. Thom has worked on thousands of boundary surveys, as well as topographic surveys, and right-of-way design surveys with Mapping. He has also worked on as-built surveys, construction layouts, control surveys, hydrographic surveys, mean high water surveys, quantity surveys, land platting, and special-purpose surveys. Additionally, Thom has provided leadership in Mobile and Terrestrial LiDAR techniques, processes, and products. **As Principal-in-Charge, Thom commits to having the resources and equipment needed to complete your project on time and within budget and ensure the quality of all deliverables.**

Relevant Experience

Industrial Drive Drainage, Utility and Roadway Improvements **2023**
Volusia County, FL

The purpose of this project was to provide Volusia County with a topographic survey and boundary survey, and Utility Designation. Thom was the principle in charge ensuring the highest quality of work. All improvements and Utilities based on above ground evidence were located. Coordinated Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.

Rivington 30 Acres **2022**
Volusia County, FL

The purpose of this project was to provide a Tree Location Survey, Topographic Survey, ALTA/NSPS Survey, and Wetland Location Survey in Volusia County. All improvements and utilities were located as evidenced by above ground features. Obtained spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.

Rooms to Go Daytona **2021**
Volusia County, FL

The SSMC team conducted a Construction Layout Survey and As-Built Survey in the City of Daytona Beach. Thom was the principle in charge on this project. Horizontal and Vertical Control (Benchmarks) were recovered and new control for construction was established. After the Foundation Slab was poured, an As-Built Survey was performed to determine if was constructed in the correct location, to the correct dimensions and to the correct finished floor elevation.

Edwin Munoz, Jr., PSM
2021 Florida Registration LS7288



Education

- B.A. in Business Administration, University of Central Florida
- Geomatics Certification, University of Florida

Organizations

- Florida Surveying and Mapping Society
- Florida Surveying and Mapping Society - Central Florida Chapter
- National Society of Professional Surveyors

Employment

Southeastern Surveying and Mapping Corporation Orlando, Florida
Project Manager | Point of Contact 2017-Present

Edwin has 13 years of Professional Surveying and Mapping Experience. His responsibilities include research, reconnaissance, project coordination, and scheduling field and office personnel for various private and public survey projects. Edwin has extensive experience in all aspects of surveying and mapping services, including topographic surveys, boundary surveys, right-of-way, mapping, control surveys, specific purpose surveys, hydrographic surveys, construction layout, program and budget development, presentations to public entities, and project management with embedded QA/QC and various other survey types, as well as producing plat maps and reports, setting monuments, marking boundary lines, and other duties related to surveying. **Edwin commits to be hands-on with project resources, research, and reconnaissance to deliver a quality product on time and within budget.**

Relevant Experience

1800 W. French Avenue, Orange City 2023
Volusia County, Florida

The purpose of this project was to provide a boundary survey for the City of Orange City. The location of al boundary corners were established and any missing corners were reset. Horizontal control was established. A review of the initial Title Commitment was provided to address record easements or servitudes and covenants within the subject boundaries with respect to physical location of any land description therein.

North Thorpe Avenue - Specific Purpose Right of Way Exhibit 2022
Volusia County, Florida

The purpose of this project was to provide a right-of-way mapping survey for the City of Orange City. SSMC was able to establish horizontal Control and recover sufficient monumentation along North Thorpe Avenue and East 2nd Avenue to determine the location of the right of way. Created a right of way exhibit to show the location of the monumented right of way. Located Watermain as designated by City of Orange City and show on survey.

Survey Services for the Orange City Water Plant Greensand Filter 2020
Volusia County, Florida

The purpose of this project was to provide a topographic survey and boundary survey. Horizontal and vertical control was established. Located all improvements and utilities. Obtained spot elevations. Horizontally located and field marked (paint & flags) all public subsurface utility mains found. Performed test Holes at 25 specific locations. Confirmed the vertical and horizontal position of the subject utilities.

William "Bill" Rowe, PSM

1993 Florida Registration LS5225



Education

- Bachelors of Science Surveying and Mapping, University of Florida
- Continuing Education for Licensing Requirements
- Mean High Water Surveying Training for Florida Department of Environmental

Organizations

- Past President of the Florida Surveying and Mapping Society (2014-2015)
- Central Florida Chapter of the Florida Surveying and Mapping Society (President 2023-2024)
- National Society of Professional Surveyors
- Florida Surveying and Mapping Political Action Committee

Employment

Southeastern Surveying and Mapping Corporation — Orlando, Florida
Office Project Manager — 1998-Present

Bill has 37 years of Professional Surveying and Mapping experience. He is responsible for calculations, research and preparation, and supervision of Surveying and Mapping projects for both the private and public sectors. Bill's duties include producing and maintaining a comprehensive QA/QC Program and a final review of all digital data that leaves the SSMC office. **Bill's commitment to your project will ensure that all of your data is delivered in a format compatible with your project-specific database.**

Relevant Project Experience

Deland Municipal Airport T-Hangers & Box Hangars — **Active**
Volusia County, Florida
The purpose of this project was to perform a construction layout survey. Existing Horizontal and Vertical Control were set and recovered, and new control for construction was established. Crews laid out the building envelope and after the foundation slab was poured, an as-built survey was performed to determine if it was constructed to the correct dimensions, in the correct location, and to the correct finshed floor elevations.

Westside Regional WRF IPS & Headworks — **2023**
Volusia County, Florida
The purpose of this project was to perform a construction layout survey. SSMC provided layout services for several features, including but not limited to, screening sturucture, Influent pump station, and grit structure. Upon substantial completion of construction, SSMC performed an as-built survey of all described improvements.

Daytona Convention Hotel and Condominiums — **2021**
Volusia County, Florida
The purpose of this project was to perform a boundary & topographic survey for the North Tower, South Tower & Parking Garage of the convention hotel in Daytona. The location of all boundary corners were establishe and any missing corners were reset. The review title work was provided. Spot elevations on natural ground and existing improvements were obtained. Two site benchmarks were also established and topographic coverage was limited to 25-feet outside of the parcel limits.

Steven Fensterer



Education

- Advanced AutoCAD, Advanced Civil Technology, Valencia Community College

Employment

Southeastern Surveying and Mapping Corporation — Mount Dora, Florida
Field Project Surveyor — 2015-Present

Steve has 43 years of Professional Surveying and Mapping experience, with a proven track record of job performance, completing projects on time and within budget, and providing quality deliverables for projects for private and public sector clients. He is responsible for research, reconnaissance, coordination, estimation, and scheduling for various projects. These projects include, but are not limited to, the following services: boundary, topographic, tree, as-built, control, bathymetric/hydrographic and quantity surveys, land platting, construction layout, plat review, field locations, easement drawings, special purpose or miscellaneous surveys using various methodologies and technologies, subsurface utility designation/location/coordination including ground-penetrating radar (GPR), survey support for aerial photography and mapping projects, right-of-way mapping, and legal descriptions and sketches. **Steve commits to being hands-on with all surveying services issued by the City.**

Relevant Project Experience

Wiley Nash Water Reclamation Facility Expansion & Upgrades — **2023**
Volusia County, Florida
The purpose of this project was to perform a Boundary Survey, Topographic Survey, and Survey Title Search Review for the City of Deland. All improvements were located as evidence by above ground features. Four site benchmarks were established and all boundary corners were located with any and missing corners reset. 3D renderings were also generated.

Lift Station #79 Rehabilitation — **2023**
Volusia County, Florida
The purpose of this project was to perform a boundary survey and topographic survey for the City of Deland. All improvements and utilities, as evidenced by above ground features were located. Two site benchmarks were also established. A review of the initial Title Commitment was also conducted.

CODB-West International Speedway 2 Parcel Boundary — **2023**
Volusia County, Florida
The purpose of this project was to perform a boundary survey for the City of Daytona Beach. As a part of this task, SSMC established the location of all boundary corners and reset any missing corners. All improvements and utilities, as evidenced by above ground features were located, and a review of inital Title Commitment was also met.

Jesse Hodapp, PSM, CST II
2023 Florida Registration LS7474 | CST #1217-5860



Education

- B.S. in Engineering Technology, Seminole State College
- Geomatics Certificate - Land Survey, University of Florida

Employment

Southeastern Surveying and Mapping Corporation — Orlando, Florida
LiDAR Project Surveyor — 2020-Present

Jesse has 7 years of Professional Surveying and Mapping Services experience with a specialty in Photogrammetry and Light Detecting and Ranging (LiDAR). Jesse has experience serving as a support staff member on contracts similar in size and scope to this Alachua County Contract. He is responsible for calculations, research, preparation, and supervising surveying and mapping projects for private and public sector projects. Jesse's duties include producing and maintaining a comprehensive quality assurance/quality control program and a final review of all digital data that leaves the SSMC office. **Jesse commits to be hands-on while assisting with all LiDAR and UAV tasks.**

Relevant Experience

Port Orange Home Depot Site Survey — 2023
Volusia County , Florida

The scope of this project was to provide a boundary survey, a topographic survey, and utility designation. The location of all boundary corners were established and any missing corners were reset. All improvements and utilities were located, as evidenced by above-ground features. Used Aerial LiDAR to locate improvements in busy parking lot without interrupting customers.

CFRP Block 23 & 24 Survey — 2023
Orange County, Florida

The purpose of this project was to provide a topographic survey, ALTA/NSPS Survey and a Tree Location Survey. All improvements and utilities were located, as evidenced by above-ground features. Obtained spot elevations on natural ground and existing improvements. Established a minimum of two site benchmarks. Located trees having a diameter at breat height (DBH) of ten inches and larger.

Banyan East Town Altamonte Apartments — 2022
Seminole County, Florida

The scope of this project was to provide a ALTA/NSPS Survey. The location of all boundary corners were established and any missing corners were reset. All improvements and utilities were located, as evidenced by above-ground features. Reviewed the initial title commitment as provided. Used terrestrial LiDAR to locate improvements on Ronald Reagan so crew was not in travel lanes

James E. Mazurak, PSM

2002 Florida Registration #6377



Education

- Survey and Computer Related Studies, University of Central Florida
- Valencia Community College Softdesk Survey Cogo Training
- Continuing Education for Licensing Requirements

Organizations

- Central Florida Chapter of the Florida Surveying and Mapping Society (Director 2023)
- Florida Surveying and Mapping Society
- Florida Surveying and Mapping Society, Volusia Chapter

Employment

Southeastern Surveying and Mapping Corporation Orlando, Florida
QA/QC Manager 2008-Present

Jim has 50 years of Professional Surveying and Mapping experience. Jim's responsibilities have included processing raw field data from data collection instruments to drawing files that CAD Technicians can edit. He is also experienced in calculating areas of taking and remainder, boundary closure, and plotting the survey data from Legal Descriptions and drawings into CAD and GIS file format. Jim has extensive experience in Right-of-Way Analysis and the production of Right-of-Way Maps, Parcel Sketches/Descriptions, Maintenance Maps, ID Maps, and Control Surveys for various Counties and the Florida Department of Transportation.

Relevant Project Experience

Lift Station #1 Replacement **2022**
Volusia County, Florida
The purpose of this project was to perform a boundary survey, topographic survey, utility designation, and survey sketch and/or legal description services for the city of South Daytona. SSMC was able to preparea a description for the easement and prepare one sketch of the same, suitable for recording in the Public Records of Volusia County, FL. The location of all boundary corners were established and any missing corners were reset on the Proposed Lift Station site and Existing Lift Station site.

Debary Main Street Town Center **2022**
Volusia County, Florida
The purpose of this project was to perform a ALTA/NSPS survey, Survey Plat Review, and Boundary Survey. SSMC located all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners. Two site benchmarks were established. Crews performed the field work necessary to perform the Plat calculations to include ties to GIS control. A boundary survey was prepared to support the plat.

Edgewater FL Self-Storage **2021**
Volusia County, Florida
The purpose of this project was to perform a tree location survey, topographic survey, and ALTA/NSPS survey services in Edgewater, FL. As a part of this task, SSMC was able to establish the property boundary of existing property and survey site features for the proposed subdivided parcel including structures and utilities. Detailed topography was performed at a 50-foot grid throughout the proposed site, extending 50 feet beyond the approximate project limits.

Darryll DeMarsh, GPRT



Education

- Liberal Arts, Dutchess Community College
- FDOT Training
- Ground Penetrating Radar
- Confined Space Entry Awareness

Organizations

- Florida Utilities Coordinating Committee
- Utility Engineering & Surveying Institute (UESI)
- Sunshine State One Call Center of Florida
- American Society of Civil Engineers, East Central Branch
- American Public Works Association
- Florida Surveying and Mapping Society, Central Florida Chapter

Employment

Southeastern Surveying and Mapping Corporation — Orlando, Florida
SUE Project Manager — 1999-Present

Darryll has 29 years of SUE experience and 25 with the Southeastern Surveying and Mapping Team. He has served as SSMC's SUE Division Manager on numerous Continuing Surveying and Mapping and SUE Services Contracts for government and municipal agencies for 23 years. Additionally, he is an integral part of our division's training for all designation services, underground utility/public infrastructure surveys, groundpenetrating radar (GPR), vacuum excavation, concrete imaging, and materials thickness testing (ultrasonic testing). **Darryll's role as your dedicated SUE Division Manager will ensure that any task assignments involving utilities are completed on time and within the agreed-upon budget.**

Relevant Project Experience

Saxon Boulevard & Providence Boulevard — **2023**
Volusia County, Florida
The purpose of this project was to perform a Topographic survey, Right-of-Way (ROW) Mapping Survey, and Utility Designation for a traffic signal in Deltona. SSMC was able to Horizontally locate and field mark all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation. The location of all adjacent boundary corners were established and any missing corners at the intersection were reset. All improvements and utilities, as evidenced by above ground features were located.

Orange City Industrial Drive Drainage, Utility and Roadway Improvements — **2021**
Volusia County, Florida
The purpose of this project was to perform a boundary survey, topographic survey, and Utility Designation services for the City of Orange City. The location of all boundary corners were established and any missing corners were reset. Confirmed the vertical and horizontal position of the subject utilities and recorded the information, using the located marks that were provided. Each test hole location were tied to a minimum of three visible physical features to enable the data be added to base map and also enabled future recovery.

Advent Health Port Orange — **2021**
Volusia County, Florida
The purpose of this project was to perform Construction Layout survey for the Advent Health center in the City of Port Orange. Horizontal and vertical controls were set and recovered. The Boundary Corners and Layout the Building Envelope was also recovered. A drawing depicting the location of where the Building Envelope was set in relation to the Boundary Corners/Boundary Lines was produced.

Brian Garvey, PE, GISP

Florida P.E # PE39479 | 2015 Florida GISP # 91332



Education

- Computer Engineering, University of Central Florida
- Civil Engineering, Georgia Institute of Technology

Organizations

- American Society of Civil Engineers
- Florida Engineering Society
- American Public Works Association - Central Florida Branch
- Florida Geodetic User Group
- Urban & Regional Information Systems Association - Florida Chapter
- Florida Surveying and Mapping Society

Employment

Southeastern Surveying and Mapping Corporation — Orlando, Florida
GIS Division Manager | GIS Project Manager — 2000-Present

Brian has 40 years of Professional Surveying and Mapping experience. Brian serves as the GIS Division Manager and is responsible for all aspects of GIS Database Design and Development and GPS Asset Inventories. Brian was responsible for the development of the company's Pavement Inventory and Condition Assessment program and management of all software development, instructional training, and GIS technical support for client firms. **Brian commits to ensuring a consistent quality GIS product, having the available resources and equipment needed to complete any GIS-related task on your project, and delivering on time and within budget.**

Relevant Project Experience

North Indian River Drive Shoreline & Master Plan — **Active**
Brevard County, Florida
The purpose of this project was to perform a Topographic Survey, a GIS Stormwater Asset Inventory Mapping and Condition Assessment, and Right-of-Way Control Survey services for Brevard County. Established horizontal and vertical controls, field investigations to recover monuments, setting control points along North Indian River Drive, and researched on recorded deeds, plats, rights-ofway maps and other information. Verified, categorized, and updated the inventory for all drainage conveyances within the project limits.

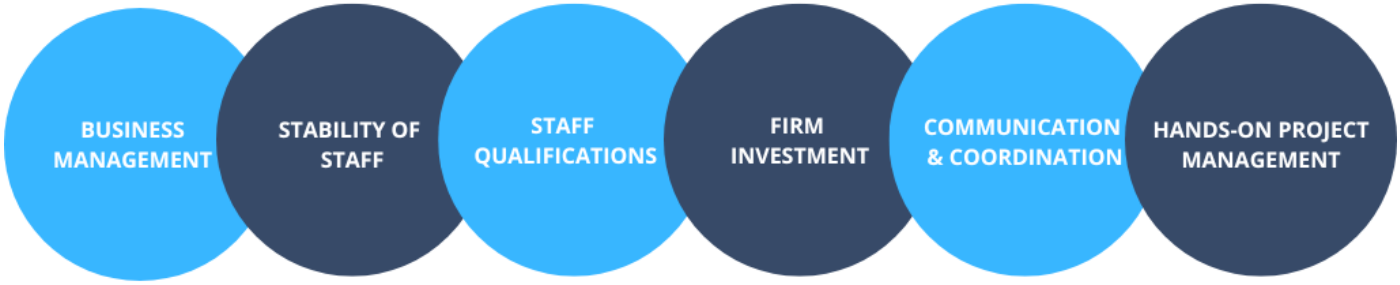
Stormwater Master Planning for Hydraulic Feature Inventory — **2022**
Flagler County, Florida
The purpose of this project was to perform a GIS Stormwater Asset Inventory Mapping and Condition Assessment, which consisted of locating surface features such as drainage inlets and manholes. For this project SSMC stormwater features were surveyed at locations determined by the contractor. An RTK GPS was used to establish local vertical control in an unobstructed area and a 360° spherical image was provided at each structure location.

City of Holly Hill, Network Pavement Condition Assessment — **2021**
Volusia County, Florida
The purpose of this project was to perform GIS services for the city of Holly Hill. Our GIS division was able to apply a GIS ADA Compliance Assessments and Transition Plans, a GIS Pavement Markings Condition Assessment, a GIS Sidewalk Condition Assessment, GIS Mobile Imaging Services, and a GIS Pavement Condition Assessment As a part of this task, SSMC was able to perform a Network Pavement Condition Assessment of the City's roadways with an optional Pedestrian Access Route (Sidewalks and Crosswalks) Inventory and optional Sidewalk Condition Assessment.

TAB D

TAB D: Quality of Innovative Approach & Value-Added Services

SSMC's innovative solutions are embedded in what we do daily and result in cost savings to our Public Sector Clients, and the result is an enhanced value. SSMC constantly stresses delivering a quality product within schedule and within budget, and at the same time, we strive to be competitive. To ensure that we can remain competitive, we must pay careful attention to a few things, not just one thing. Below are relevant examples of SSMC's commitment of personnel, equipment, and time to Public Sector Clients



Sound Business Management

Southeastern Surveying and Mapping Corp. (SSMC) has been continuously in business since 1972 and did not falter during the last "economic downturn," making SSMC a somewhat unique Professional Services Provider. This continued success is a result of sound business.

Stability of Assigned Staff

SSMC Key Team Members proposed for this contract has been working together on Professional Surveying Services contracts for decades.

Qualifications of Assigned Staff

SSMC Team Members proposed for this contract are either Licensed Professionals or Certified Survey Technicians (CST).

Investment in Equipment, Software & Education

SSMC equipment and software are constantly upgraded to stay abreast of the constant changes occurring in our profession. All personnel are encouraged to further their education, and we reimburse our personnel for both college courses and profession-related seminars; we also bonus them upon completion.

Good Communication Coordination

SSMC is aware that good communication and coordination are critical to controlling costs and to the ultimate success of every project. Good open communication and robust coordination are encouraged and embedded in every level of each task assignment and are a critical component of SSMC's QA/QC program. It is not just something we do when we are looking it's something that we do when no one is looking. The SSMC Project Managers communicate daily with the assigned SSMC team and decide if the task assignment is on schedule. The task assignment schedule is reviewed during scheduled project meetings with the project surveyor and SSMC team. If a task assignment is not on schedule, several predetermined proactive actions may be taken to get the task assignment back on schedule.

Hands-on Management Plan

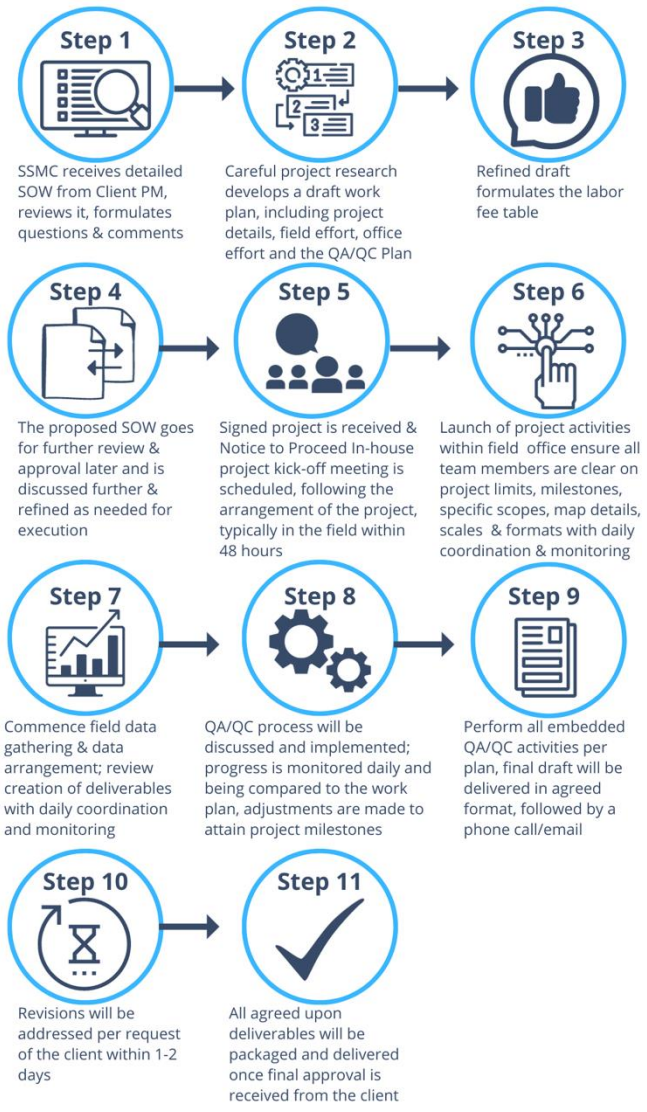
SSMC's Project Managers' hands-on approach to each task assignment has proven to be a "key component" in controlling costs and schedules. Just one of the many tools that are available to the SSMC Project Managers and Project Surveyors is the capability to review their task assignment status at any time with the touch of a mouse.

SSMC'S Project Approach

SSMC recognizes we are an extension of the City of Port Orange staff and takes that responsibility seriously. Although cost controls and schedule controls sometimes conflict, we are experienced and committed to controlling both variables for our clients. With more than 50 years of working with private and public clients, we recognized the need for traditional and non-traditional survey services, so we found a solution. We created three unique and independent divisions under one roof, working together for our clients.

- A full service Staffed, Equipped and Trained Traditional Survey Division
- A full service Staffed, Equipped and Trained Utility Division
- A full service Staffed, Equipped and Trained GIS Division

Our team has developed a comprehensive approach to these services to better serve our clients and the overall success of their projects.



Timeline/Schedule & Budget Control

After the initial contact with the client research and reconnaissance, which includes a site visit, will be performed to get familiar with the project and ensure all scope issues are entirely understood. The scope will be drafted and reviewed by the Project Manager for the contract, which in this case, would be our certified surveyor Edwin Munoz, PSM.

The scope will reflect all aspects discussed so that once received by the City Project Manager, there will be no confusion or hidden fees, and the proposal will be completed within 3-5 days, depending on the complexity.

After an approval is received, a project kickoff meeting is held in-house to discuss the project details. The project is then scheduled, and we will be in the field within 3 days. Once the field effort has begun, daily updates of progress will be given to the Project Manager. On larger projects, weekly updates will be given to the City's Project Manager. Completion will typically be within 10 to 45 days of the NTP, depending on the project's complexity. Any revisions as requested by the client will be made, generally within 1-2 days, depending on complexity. The SSMC team personally commits to closely monitoring all task assignments to eliminate and prevent project delays.

TAB E

TAB E: Financial Stability/Litigation & Debarment History

Financial Statement:

Southeastern Surveying and Mapping Corporation (SSMC) has provided our firm tax returns for the last available fiscal year under Tab A, Exhibit A- Description of Confidential Material.

Financial Stability:

Southeastern Surveying and Mapping Corporation (SSMC) certifies that the firm is financially stable and has the necessary resources, human and financial, to provide the services at the level required by City of Port Orange.

SSMC has been successfully in business continuously since 1972 and did not falter during the latest "economic downturn" This continued success is because of sound Business Management practices and should be an essential factor when choosing a professional services provider to ensure that they are still available through the life of a project.

SSMC is prepared to submit all required historical and current financial documentation for review/audit upon the request of a City of Port Orange Purchasing Official and will authorize the review process accordingly.

Litigation:

Neither SSMC nor any of its officers have received reprimand or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the past five (5) years.

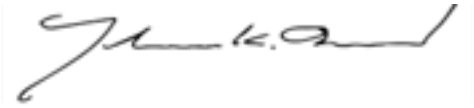
Neither SSMC nor any of its members have been declared in default, terminated or removed from a contract or job related to the services provided in the regular course of business within the past five (5) years.

Neither SSMC nor any of its members, have had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to SSMC provided in the regular course of business.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of this Request for Qualifications.

Debarment History:

Southeastern Surveying and Mapping Corporation (SSMC) certifies that the firm has not had any debarment actions against it currently or within the last five (5) years. SSMC has not had a terminated contract with any government agency for default or convenience.



AUTHORIZED SIGNATURE

Thomas K. Mead, PSM, PLS | Principal in Charge - President | 11/27/2023
AUTHORIZED REPRESENTATIVE NAME | TITLE | DATE

07-087-4318
DUNN & BRADSTREET NUMBER:

TAB F

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Johnson, Mirmiran & Thompson (JMT)

   Contact Person: Greg T. Smith

   City, State: Lake Mary, FL 32746

   Telephone Number: 321-217-9467

   Email Address: Gsmith@jmt.com

   Description of goods/services provided: Condition Assessment & Inspection, Design, Environmental & Sustainable Solutions, surveying and mapping

   Contract Amount: N/A

   Start/End Date of Contract: 2005-present

2. Company Name: Wade Trim

   Contact Person: Oscar Duarte

   City, State: Oralndo, FL

   Telephone Number: 321-704-3848

   Email Address: oduarte@wadetrim.com

   Description of goods/services provided: Stormwater, Survey, Transportation, Community Planning

   Contract Amount: N/A

   Start/End Date of Contract: 2002-Present

3. Company Name: Mead & Hunt, Inc.

   Contact Person: John Mischle

   City, State: Orlando, Fl

   Telephone Number: 386-414-5063

   Email Address: john.mischle@meadhunt.com

   Description of goods/services provided: Construction Services, Engineering, Planning

   Contract Amount: N/A

   Start/End Date of Contract: 2005-present

This document must be completed and returned with your submittal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2023

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	CONTACT NAME: Certificates	
Klein Agency, LLC P.O. Box 219 Timonium MD 21094	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849
	E-MAIL ADDRESS: certs@kleinagencyllc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co	25615
INSURER B : Travelers Indemnity Co. of Am	25666
INSURER C : Travelers Property Casualty Co. of America	25674
INSURER D : Berkshire Hathaway Specialty Insurance	22276
INSURER E : Beazley Insurance Company	37540
INSURER F :	

INSURED
Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive,
Suite 520
Reston VA 20191

COVERAGES **CERTIFICATE NUMBER:** 23-24 All N-Z **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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	6306J047645	08/31/2023	08/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	8108T020319	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	CUP6J395074	08/31/2023	08/31/2024	EACH OCCURRENCE AGGREGATE $	$ 25,000,000 $ 25,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-6J317115-23-43-G	08/31/2023	08/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47EPP33066601/V3349C230201	08/31/2023	08/31/2024	Each Claim/Aggregate Excess Each Claim/Aggr.	$5,000,000 $5,000,000

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

Re: RFSQ #23-17 Professional Surveying Services. Endorsements CGD604, CGD414, CGD379, CAF129, CAT474 and WC000313 are attached. If required by an insured written contract, executed prior to any loss, The City of Port Orange is an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is 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.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE** :

(2) Up to $3,000 for 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.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE** :

(4) 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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

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(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

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(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6J317115-23-43-G

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

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Martin

I, Steve Brickley, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Travelers Company, under the terms of Policy Number UB6)317115-23-43-G for a period from August 31, 2023 to August 31, 2024.

WITNESS:

By:

Company: Bowman

CONTRACTOR:

By:

Company: Bowman

Name/Title: Steve Brickley, Principal

STATE OF Florida

COUNTY OF: Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of January, 2024 by Steve Brickley and who:

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

Shelby Percival

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SHELBY PERCIVAL
Commission # HH 164638
Expires August 12, 2025
Bonded Thru Budget Notary Services

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☑ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: 

Title: Chief People Officer Date: 1/2/2024

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Bowman Consulting Group Ltd

Payment Remit to Name: Bowman Consulting Group Ltd

Contact Name and Title: Maggie Bakerville: Director, Revenue Actg

Phone number: 703-239-4195 Email address: finance@bowman.com

Taxpayer Identification Number (TIN): 54-1762351

Type of Commodity/Services: Surveying

Permanent Address:

Street Address: 12355 Sunrise Valley Drive, Suite 520

City: Reston State: VA Zip: 20191

Remit to Address (if different from above):

Street Address: _____

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	Bank of America
Bank ACH Routing Number:	051000017
Bank Account Number:	435029053069
Name on Bank Account:	Bowman Consulting Group Ltd Operating Account
Accounts Receivable Email:	finance@bowman.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Bowman Consulting Group Ltd

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) N/A

Exemption from FATCA reporting code (if any) N/A

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

5 Address (number, street, and apt. or suite no.) See instructions.
12355 Sunrise Valley Drive, Suite 520

Requester's name and address (optional)

6 City, state, and ZIP code
Reston, VA 20191

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
5	4	–	1	7	6	2	3	5	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 01/08/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

HOURLY BILLING RATES

Effective: September 14, 2023

Category	Rate
Principal I	$360
Discipline Manager II	$335
Discipline Manager I	$290
Project Manager V	$310
Project Manager IV	$285
Project Manager III	$260
Project Manager II	$210
Project Manager I	$185
Manager II	$210
Manager I	$185
Engineer V	$285
Engineer IV	$260
Engineer III	$235
Engineer II	$210
Engineer I	$185
Architect V	$285
Architect IV	$260
Architect III	$235
Architect II	$210
Architect I	$185
Interior Designer	$145
Landscape Architect III	$210
Landscape Architect II	$185
Landscape Architect I	$160
Designer V	$200
Designer IV	$185
Designer III	$165
Designer II	$145
Designer I	$130
Scientist III	$210
Scientist II	$160
Scientist I	$135

Category	Rate
Coordinator III	$190
Coordinator II	$165
Coordinator I	$145
Planner III	$205
Planner II	$180
Planner I	$150
GIS Manager	$210
GIS Analyst III	$160
GIS Analyst II	$135
GIS Analyst I	$110
Technician III	$160
Technician II	$135
Technician I	$110
Analyst III	$160
Analyst II	$145
Analyst I	$130
CADD III	$160
CADD II	$130
CADD I	$110
Administrative V	$170
Administrative IV	$130
Administrative III	$110
Administrative II	$100
Administrative I	$90
Project Administrator II	$170
Project Administrator I	$130
Intern II	$95
Intern I	$80
Graphic Designer III	$185
Graphic Designer II	$170
Graphic Designer I	$160

Category	Rate
Construction Manager II	$210
Construction Manager I	$190
Construction Rep III	$190
Construction Rep II	$170
Construction Rep I	$145
Surveyor III	$210
Surveyor II	$160
Surveyor I	$135
Crew Chief	$130
Instrument Operator	$110
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew II	$260
GPS Crew I	$185

cph

**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*
**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.*

BILLING RATES FOR SURVEYING TASKS

Effective: September 14, 2023

Category	Rate
Elevation Certificate (each)	$2,710.00
Sketch and Descriptions (each)	$1,320.00
Plat Review Fees:	
1st Page	$1,225.00
Additional pages (per page)	$612.50
Additional Review	$902.50
Final Review	$645.00
Plat Signing	$290.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2023

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED CPH Consulting, LLC 500 West Fulton Street Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Company — 23035 INSURER B : Liberty Mutual Insurance Company — 23043 INSURER C : American Guarantee and Liability Insurance — 26247 INSURER D : Liberty Insurance Corporation — 42404 INSURER E : Allied World Surplus Lines Insurance Compa — 24319 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W32246186 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		TB2-641-446161-033	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS7-641-446161-013	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC 3845324-00	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC7-641-44161-023	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab incl Pollution			0313-8987	07/01/2023	07/01/2024	Each Claim Limit Policy Aggregate	$5,000,000 $5,000,000

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

City of Port Orange is included as an Additional Insured as respects to General Liability.

Waiver of Subrogation applies in favor of City of Port Orange with respects to Workers Compensation as permitted by law.

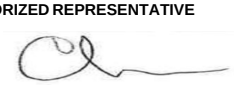
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: CPH Consulting, LLC

Payment Remit to Name: CPH Consulting, LLC

Contact Name and Title: Melvin Rodriguez, Accounting Manager

Phone number: 407-322-6841 Email address: Melvin.Rodriguez@cphcorp.com

Taxpayer Identification Number (TIN): 59-2068806

Type of Commodity/Services: Engineering Services

Permanent Address:

Street Address: 500 West Fulton Street

City: Sanford State: FL Zip: 32771

Remit to Address (if different from above):

Street Address: _____

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	J.P. Morgan Chase
Bank ACH Routing Number:	102001017
Bank Account Number:	555976755
Name on Bank Account:	CPH Consulting, LLC
Accounts Receivable Email:	Choll@cphcorp.com and Marylane.Miller@cphcorp.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

CPH Consulting, LLC

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

500 West Fulton Street

6 City, state, and ZIP code

Sanford, FL 32771

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

5	9	-	2	0	6	8	8	0	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/5/23

General Instructions

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

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

Purpose of Form

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

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

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

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

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # RFSQ 23-17

☑ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: Director of Surveying and Mapping Date: December 29, 2023

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Seminole

I, Thomas J. Galloway, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Willis Towers Watson Insurance Services West, Inc. Company, under the terms of Policy Number WC7-641-44161-023 for a period from 7/01, 20 23 to 7/01, 20 24.

WITNESS:
By: _____
Company: CPH, LLC

CONTRACTOR:
By: _____
Company: CPH, LLC
Name/Title: Director of Surveying and Mapping

STATE OF Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 29th day of December, 2023, by Thomas J. Galloway and who:

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

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Denise K Fordham
My Commission HH 128335
Expires 05/10/2025



FASTER

BETTER

STRONGER

L & S Diversified

Surveying and Mapping | Subsurface Utility Engineering | LiDAR

Fee Schedule for The City of Port Orange
RFSQ-23-17-0-2024 Continuing Services Contract – Professional Surveying Services

Position	Billable Rate
Professional Surveyor and Mapper (PSM) / Survey Project Manager	$202.78
Survey Drafting Technician / Project Coordinator	$96.23
1-2 Person Survey Field Crew	$124.02
3-Person Survey Field Crew	$161.78
SUE Project Manager	$173.81
Utility Coordinator	$91.58
1-2 Person SUE Field Crew	$120.50
3-Person SUE Field Crew	$202.44

Service	Billable Rate
Initial and Second Plat Review (up to two sheets)	$1,600.00/per plat
Initial and Second Plat Review (over two sheets)	$600.00/sheet
Third or Additional Reviews of Same Plat	$400.00/review
Elevation Certificates	$750.00/building
Legal Descriptions	To be determined per project

Sherry Manor, President
Name of Company Officer, Title

01/22/2024
Date

Signature

L & S Diversified, LLC

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

www.LSsurveyor.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2024

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 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
ThompsonBaker Agency, Inc.
61 Cordova Street
St. Augustine FL 32084

CONTACT NAME: Certificates Department
PHONE (A/C, No, Ext): 904-824-1631 **FAX (A/C, No):** 904-824-1675
E-MAIL ADDRESS: certificates@thompsonbaker.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CHUBB	22667
INSURER B : Allied World Specialty Ins	16624
INSURER C : Incline Casualty Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED L&SDIVE-01
L&S Diversified LLC
PO Box 149487
Orlando FL 32814

COVERAGES **CERTIFICATE NUMBER:** 303644162 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			3606-38-76	5/6/2023	5/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS [ ]			7361-50-39	5/6/2023	5/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ 1,000,000 $ 1,000,000 $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 5,000			7819-18-69	5/6/2023	5/6/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SWB00114703	5/6/2023	5/6/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			03083529	5/6/2023	5/6/2024	Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Port Orange is listed as additional insured. The General Liability and Auto Liability policies include a blanket automatic additional insured status to the certificate holder only when there is a written contact between the named insured and the certificate holder that requires such status. The General Liability, Auto Liability, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contact between the named insured and the certificate holder that requires it. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER
City of Port Orange

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
Matt Baker

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IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Seminole

I, Brad Alexander, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Incline Casualty Company Company, under the terms of Policy Number SWB00114703 for a period from May 06, 20 23 to May 06, 20 24.

WITNESS:
By: Shyleen
Company: L+S Diversified, LLC

CONTRACTOR:
By: Brad Alexander
Company: L&S Diversified, LLC
Name/Title: Vice President

STATE OF Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 02 day of January 2024 ~~2023~~, by Brad Alexander and who:

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Shelby Hebert
My Commission HH 042051
Expires 09/13/2024

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
L & S DIVERSIFIED, LLC.

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) N/A

Exemption from FATCA reporting code (if any) N/A

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

5 Address (number, street, and apt. or suite no.) See instructions.
489 SR 436, Suite 117

Requester's name and address (optional)

6 City, state, and ZIP code
Casselberry, FL 32707

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	7	–	2	3	3	6	5	9	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Shenylee Lenox Date ▶ 1/3/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # RFSQ #23-17

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: Brad Alexander

Title: Vice President Date: 01.02.2024

CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: L&S Diversified, LLC

Payment Remit to Name: L&S Diversified, LLC

Contact Name and Title: Melissa Tremaine

Phone number: 407-681-3836 Email address: Acccountsreceivable@LSsurveyor.com

Taxpayer Identification Number (TIN): 27-2336599

Type of Commodity/Services: Surveying & Mapping, Subsurface Utility Engineering

Permanent Address:

Street Address: 489 State Road 436, Suite 117

City: Casselberry State: FL Zip: 32707

Remit to Address (if different from above):

Street Address: PO Box 149487

City: Orlando State: FL Zip: 32814

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☑ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	Bank of America
Bank ACH Routing Number:	063100277
Bank Account Number:	898040697740
Name on Bank Account:	L&S Diversified, LLC
Accounts Receivable Email:	Accountsreceivable@LSsurveyor.com

Exhibit "B"
NV5, Inc.
Hourly Rate Sheet
(Affective: 2024)

Classification	Billing Rate per Hour
Senior Project Manager, Prof. Surveyor & Mapper	$225
Project Manager, Prof. Surveyor & Mapper	$205
Jr. Project Manager, Prof. Surveyor & Mapper	$185
Project Surveyor	$155
Sr. Survey CAD Technician	$130
Survey CAD Technician	$100
Survey Technician III	$105
Survey Technician II	$75
Survey Technician I	$55
SUE Technician III	$105
SUE Technician II	$75
SUE Technician I	$55
Secretary/Clerical	$75
Equipment	
Vacuum Excavation Trailer	$150/hour
Specific Task Fee	
Elevation Certificate (1-story building)	$2,500
Sketch and Description (basic shape ~8-call legal)	$800
Plat Review	$225/hour

CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY) 1/8/2024

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1491108 NV5, Inc. 6200 Lee Vista Blvd STE 400 Orlando FL 32822	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Valley Forge Insurance Company — 20508 **INSURER B :** National Fire Insurance Co of Hartford — 20478 **INSURER C :** The Continental Insurance Company — 35289 **INSURER D :** Transportation Insurance Company — 20494 **INSURER E :** Navigators Specialty Insurance Company — 36056 **INSURER F :** National Fire and Marine Insurance Co — 20079

COVERAGES Bumby/Orlando **CERTIFICATE NUMBER:** 20187579 **REVISION NUMBER:** XXXXXXX

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC X OTHER: Deductible: None	Y	Y	7014856125	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7014842659	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ $0	N	N	CUE 7014841883	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **N / A** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	7014842824(AOS) 7014842810(CA)	5/1/2023 5/1/2023	5/1/2024 5/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	GA23EXRZ0DWT5lC 42-EPP-321328-02 7014856125	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	Ea. Claim/Agg. $10M/$10M Ea. Claim/Agg. $10M/$20M Limit $19,301,609	

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

RE: NV5 Project #23042.10. City of Port Orange is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of City of Port Orange if required by written contract with respect to General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law. A 30-day notice of cancellation is included if required by written contract per the terms and conditions of the policy.

CERTIFICATE HOLDER

20187579
City of Port Orange
Chip Kent, Purchasing Agent
1000 City Center Blvd.
Port Orange FL 32129

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE



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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

   1. the **bodily injury** or **property damage**; or
   2. the offense that caused the **personal and advertising injury**;

   for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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by the indemnitee at the Insurer's request will be paid as **defense costs.** Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B —Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

22. PROPERTY DAMAGE — ELEVATORS

A. Under **COVERAGES, Coverage A - Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE - ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part,** the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS,** the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part;** and

2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim.**

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION - CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage,** or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures.**

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c):**

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program,** but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program.**

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph A.1. Who Is An Insured of Section II - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
   a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
   b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
   c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
      (1) Required by the "written contract"; or
      (2) Afforded to you under this policy.
3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV - BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

   An additional insured under this endorsement will as soon as practicable:
   a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
   b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
   c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
   d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit".
4. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

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"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Attachment Code: D587561 Master ID: 1491108, Certificate ID: 20187579

CNA71527XX
(Ed. 10/12)

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 7014842659
Endorsement No:
Effective Date: 05/01/2023

Insured Name: NV5 GLOBAL, INC.

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POLICY NUMBER: 7014842659

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NV5 Global, Inc

Endorsement Effective Date: 05/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy No. 7014842824

Workers' Compensation

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEME

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 anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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POLICY NO: 7014842824
WORKERS COMPENSATION

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 anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.
All other terms and conditions of the policy remain unchanged.
This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC00 03 13 (04-1984)

Endorsement Effective Date: 5/1/2023

Policy: 7014842824

CNA

WORKERS COMPENSATION

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. [ ] Specific Waiver
   [X] Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

Premium:
The premium charge for this endorsement shall be
premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

1. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No:WC.:42 03 04 B (06-2014)
Endorsement Effective Date:05/01/2023
Policy No. 7014842824

CNA

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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 anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

:his endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2023

Policy No. 7014842824

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: NV5, Inc.

Payment Remit to Name: NV5

Contact Name and Title: Levis Koloko, P.E., Vice President/Transportation

Phone number: 407-896-3317 Email address: levis.koloko@nv5.com

Taxpayer Identification Number (TIN): 27-1979486

Type of Commodity/Services: Engineering/Surveying & SUE

Permanent Address:

Street Address: 6200 Lee Vista Blvd., Suite 400

City: Orlando State: FL Zip: 32822

Remit to Address (if different from above):

Street Address: P. O. Box 74008680

City: Chicago State: IL Zip: 60674-8680

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	Bank of America, NA
Bank ACH Routing Number:	063100277
Bank Account Number:	898052466590
Name on Bank Account:	NV5, Inc.
Accounts Receivable Email:	RemittanceNotifications@nv5.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NV5,Inc.

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
200 South Park Road, Suite 350

Requester's name and address (optional)

6 City, state, and ZIP code
Hollywood, FL 33021

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
2	7	–	1	9	7	9	4	8	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature], RFC Date ▶ 1/2/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Orange

I, Levis Koloko, P.E., being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Lockton Companies Company, under the terms of Policy Number 7014842824 (AOS) for a period from 05/01, 20 23 to 05/01, 20 24.

WITNESS: Christopher A. LaBerge

By: Christopher Laberge, P.S.M.

Company: NV5, Inc.

CONTRACTOR:

By: _____

Company: NV5, Inc.

Name/Title: Levis Koloko, P.E., Vice President/Transportation

STATE OF Florida

COUNTY OF: Orange

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

this 9 th day of January, 2024, by Levis Koloko, P.E. and who:

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

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Susan M. Turk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978087
Expires 5/12/2024

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: Vice President / Transportation Date: January 8, 2024

Surveying and Mapping Services

Personnel Classification	Day Rate	Night Rate
Professional Surveyor & Mapper/PSM	$170.00 / per hour	
Expert Witness	$346.00 / per hour	
Senior Technician	$128.00 / per hour	
CAD Technician	$113.00 / per hour	
One Person Field Crew	$122.00 / per hour	
Two Person Field Crew	$171.00 / per hour	$257.00 / per hour
Three Person Field Crew	$225.00 / per hour	$337.00 / per hour
Four Person Field Crew	$278.00 / per hour	$417.00 / per hour
Sketch of Descriptions (per SD)	$652.00 / per SD	
Elevation Certificates		
Residential Elevation Certificate	$892.50	
Commercial Elevation Certificate (per building)	$1,260.00	
Mortgage Survey		
Quoted on a task-by-task basis per requirements		
Plat Review Services (If required)		
Initial and Second Plat Review (up to two sheets)	$1,200.00/per plat	
Initial and Second Plat Review (over two sheets)	$200.00/ per sheet	
Plat (Third or Additional reviews of same plat)	$450.00	

GIS Mapping Services

Personnel Classification	Day Rate	Night Rate
Professional Engineer	$205.00 / per hour	
GIS Analyst	$114.00 / per hour	
GIS Technician	$76.00 / per hour	
One Person GPS Crew	$128.00 / per hour	
Two Person GPS Crew	$171.00 / per hour	

Subsurface Utility Engineering Service

Personnel Classification	Day Rate	Night Rate
Project Manager	$170.00 / per hour	$255.00 / per hour
Senior Technician	$128.00 / per hour	$192.00 / per hour
Two Person SUE Crew	$208.00 / per hour	$312.00/ per hour
Three Person SUE Crew	$290.00 / per hour	$435.00/ per hour
Administrative Assistant/ Clerical	$75.00 / per hour	$113.00 / per hour
Vacuum Excavation (Test Hole/ VVH)		
1 Test Hole/Dirt	$594.00	$891.00
1 Test Hole/Asphalt/Concrete	$738.00	$1,107.00
2 - 19 Test Hole/Dirt	$509.00 / each	$764.00 / each
2 - 19 Test Hole/Asphalt/Concrete	$579.00 / each	$869.00 / each
20 - 49 Test Hole/Dirt	$454.00 / each	$681.00 / each
20-49 Test Hole/Asphalt/Concrete	$523.00 / each	$784.00 / each
Concrete Radar Mapping/Imaging		
(Concrete assessment/inspection, grid scans & debris assessment)		
One Person Crew	$227.00 / per hour	$353.00 / per hour
Maintenance of Traffic (MOT/TTC)		
If required, MOT specialist will be contracted, and the cost will be passed on with a 10% mark-up for coordination.		
Off Duty Officer(s) (if required per permitting) billing will be a pass-through cost and are not included in the per lane closure		
Lane Closure	$977.00 / per closure	$1,187.00 / per closure
Sidewalk Closure	$315.00 / per closure	$420.00 / per closure
Surveying Services for Utility Projects		
Project Manager/ Professional Surveyor & Mapper	$170.00 / per hour	$255.00 / per hour
Administrative Assistant/ Clerical	$75.00 / per hour	$113.00 / per hour
Two Person Survey Field Crew	$171.00 / per hour	$256.50 / per hour
Three Person Survey Field Crew	$225.00 / per hour	$337.00 / per hour
Mast Arms		
Subsurface Utility Locating Service	$1,598.00 / per pole	
Concrete/Asphalt Removal & Repair	$420.00 / per pole	
Survey Staking of Pole Locations	$416.00 / per pole	
Flagman Control, Per Pole Location	$184.00 / per pole	

If HAZWOPER CERTIFIED personnel are required there will be a 20% increase in the Hourly Rate.
Overtime rates will be charged for jobs requiring night work or Emergency/On-Call Services

Construction Rates

Personnel Classification	Day Rate	Night Rate
Construction Professional Surveyor & Mapper/PSM	$195.00 / per hour	
Construction Senior Technician	$147.00 / per hour	
Construction CAD Technician	$130.00 / per hour	
Construction One Person Field Crew	$147.00 / per hour	
Construction Two Person Field Crew	$197.00 / per hour	$295.00 / per hour
Construction Three Person Field Crew	$258.00 / per hour	$388.00 / per hour
Construction Four Person Field Crew	$457.00 / per hour	$480.00 / per hour

LiDAR UAS/UAV Services

LiDAR Project Manager	$170.00 / per hour
LiDAR Technician	$128.00 / per hour
LiDAR One Person Field Crew	$145.00 / per hour
LiDAR Two Person Field Crew	$196.00 / per hour
UAS/UAV Photogrammetry	$258.00 / per hour
Mobile Scan Crew	$258.00 / per hour

SOUTSUR-02 TIGNERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2024

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	CONTACT NAME: Mary Ramsey
Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407) 998-4158 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Mary.Ramsey@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : Continental Insurance Company	35289
INSURER C : Continental Casualty Company	20443
INSURER D : Pacific Insurance Company, Limited	10046
INSURER E :	
INSURER F :	

INSURED

Southeastern Surveying & Mapping Corporation
6500 All American Blvd
Orlando, FL 32810-4350

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC X OTHER: **Total Agg limit $12,000,000**	X		6081133087	6/25/2023	6/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			6081133042	6/25/2023	6/25/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6081133056	6/25/2023	6/25/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	7037190049	6/25/2023	6/25/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			21OH044754023	6/25/2023	6/25/2024	Per Claim	5,000,000
D	Errors & Omissions			21OH044754023	6/25/2023	6/25/2024	Aggregate	5,000,000

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

RE: RFSQ #23-17 Processional Surveying Services

City of Port Orange is additional insured with respects to General Liability when required by written contract. Wavier of Subrogation applies in favor of additional insured with respects to Workers' Compensation when required by written contract.

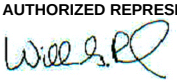
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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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 anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CITY OF PORT ORANGE

Supplier Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Blvd.
Port Orange, FL 32129

Please complete the following information and submit with a completed W-9 form:

Name of Individual or Business: Southeastern Surveying and Mapping Corporation

Payment Remit to Name: Southeastern Surveying and Mapping Corporation

Contact Name and Title: Tina Via

Phone number: 407-292-8580 ext 2204 Email address: ar@southeasternsurvey

Taxpayer Identification Number (TIN): 59-1621976

Type of Commodity/Services: Surveying, GIS, and Mapping Services

Permanent Address:

Street Address: 6500 All American Blvd.

City: Orlando, State: FL Zip: 32810

Remit to Address (if different from above):

Street Address: _____

City: _____ State: _____ Zip: _____

Please choose payment type(s): ☑ ACH Direct ☐ Purchasing card (Visa) ☐ Check

If ACH payment is chosen, please fill out the information below:

Name of Bank:	Axiom Bank N.A.
Bank ACH Routing Number:	263184815
Bank Account Number:	2101359186
Name on Bank Account:	Southeastern Surveying and Mapping Corporation
Accounts Receivable Email:	AR@southeasternsurveying.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Southeastern Surveying and Mapping Corporation

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
6500 All American Boulevard

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, Florida 32810

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

5	9	–	1	6	2	1	9	7	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** Victoria Santos Acree | **Date ▶** 01/02/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Orange

I, Thomas K. Mead, PSM, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Transportation Insurance Company Company, under the terms of Policy Number 7037190049 for a period from July, 20 23 to July, 20 24.

WITNESS:
By: Daryll DeMarsh
Company: Southeastern Surveying and Mapping Corp.

CONTRACTOR:
By: Thomas K. Mead
Company: Southeastern Surveying and Mapping Corporation
Name/Title: Thomas K. Mead, PSM | President

STATE OF Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of January, ~~2023,~~ 2024 by Thomas K. Mead and who:

☒ Is personally known to me; or ☐ has produced N/A as identification.

D C Fenstere

Notary Public, State of Florida

DENISE C. FENSTERER
MY COMMISSION # GG 957208
EXPIRES: February 11, 2024
Bonded Thru Notary Public Underwriters

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # RFSQ #23-17

☒ **I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: Thomas K. Mead, President _____ Date: January 3, 2023

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (B7b) Approval of Award RFP #24-01 General Contracting Services for Small Projects up to $200,000.

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the award of RFP #24-01 for General Contracting Services for Small Projects up to $200,000.00 to Paul Culver Construction, Inc, as the primary and Hall Construction Co, Inc and Ovation Construction Company, LLC as alternates and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: RFP #24-01 for General Contracting Services for Small Projects solicitation was released on November 17, 2023, with proposals due December 13, 2023. This request for proposals (RFP) is for small general contracting services for projects up to $200,000 on an as-needed basis.

The City received five (5) proposals for RFP #24-01 General Contracting Services for Small Projects. Two (2) of the received proposals were deemed non-responsive. After evaluation and scoring, the Evaluation Committee recommended the following:

- Primary Award: Paul Culver Construction, Inc.
- Alternate Award: Hall Construction Co, Inc.
- Alternate Award: Ovation Construction Company, LLC

The resulting contracts will have an initial term of two (2) years with three (3) 1-year renewal periods.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Paul Culver Construction, Inc. RFP 24-01 Standard Contract for Services	Paul Culver Construction, Inc. RFP 24-01 Standard Contract for Services.pdf
2.	Hall Construction Co, Inc. RFP 24-01 Standard Contract for Services	Hall Construction Co, Inc. RFP 24-01 Standard Contract for Services.pdf
3.	Ovation Construction Company, LLC	Ovation Construction Company, LLC

	RFP 24-01 Standard Contract for Services	RFP 24-01 Standard Contract for Services.pdf
4.	RFP 24-01 Scoring Summary and Ranking FINAL (1.23.2024)	RFP 24-01 Scoring Summary and Ranking FINAL (1.23.2024).pdf
5.	RFP 24-01 Paul Culver Construction Inc submittal 12.13.2023 (a)	RFP 24-01 Paul Culver Construction Inc submittal 12.13.2023 (a).pdf
6.	RFP 24-01 Ovation Construction Company submittal 12.13.2023 (a)	RFP 24-01 Ovation Construction Company submittal 12.13.2023 (a).pdf
7.	RFP 24-01 Hall Construction Co. submittal 12.13.2023 (1)	RFP 24-01 Hall Construction Co. submittal 12.13.2023 (1).pdf
8.	RFP 24-01 General Contracting Services for Small Projects FINAL (11.9.2023) JP	RFP 24-01 General Contracting Services for Small Projects FINAL (11.9.2023) JP.pdf
9.	RFP 24-01 Addendum No.1 FINAL (12.4.2023)	RFP 24-01 Addendum No.1 FINAL (12.4.2023).pdf
10.	2a. Notice of Intent to Award-22461	2a. Notice of Intent to Award-22461.pdf
11.	RFP 24-01 (Attachment 1) Services Costs - Fees Proposal FINAL (10.20.2023) JP	RFP 24-01 (Attachment 1) Services Costs - Fees Proposal FINAL (10.20.2023) JP.pdf
12.	Hall Construction Co Inc Affidavit for Workers Compensation	Hall Construction Co Inc Affidavit for Workers Compensation.pdf
13.	Hall Construction Co Inc COI	Hall Construction Co Inc COI.pdf
14.	Hall Construction Co Inc Leased Employee Affidavit	Hall Construction Co Inc Leased Employee Affidavit.pdf
15.	Ovation Construction Company LLC Affidavits	Ovation Construction Company LLC Affidavits.pdf
16.	Ovation Construction Company LLC COI	Ovation Construction Company LLC COI.pdf
17.	Paul Culver Construction, Inc. Affidavits	Paul Culver Construction, Inc. Affidavits.pdf
18.	Paul Culver ALL 02.10.25	Paul Culver ALL 02.10.25.pdf

Jennifer Cox	Created/Initiated - 2/6/2024
Susan Lovallo	Approved - 2/6/2024
John McKinney	Approved - 2/8/2024
Matthew Jones	Approved - 2/23/2024
Wayne Clark	Approved - 2/26/2024
Tracee Cody	Final Approval - 2/27/2024

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2024**, 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 **PAUL CULVER CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. 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 and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

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

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

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

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. *Examination of Records*

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

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

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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. Additional Coverage:	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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

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

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

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

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

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

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.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. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

By:_____

Printed Name:_____

Paul K. Culver, President

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

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	**Unit of Measure**	**Unit Cost** Normal Business Hours (As outlined in Section 3 of RFP)	**Unit Cost** After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ___
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,
Between the City of Port Orange, Florida and Paul Culver Construction, 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 **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

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

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

Witnesses:

PAUL CULVER CONSTRUCTION, INC.

_____ By: _____

Printed Name: _____ Paul K. Culver, President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

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

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "3"

Sample 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: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2024**, 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 **HALL CONSTRUCTION CO., INC.** ("Contractor"), a Florida corporation whose principal address is 902 South Nova Road, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. 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 and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

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

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

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

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. *Examination of Records*

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

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

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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. Additional Coverage:	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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

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

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

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

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

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

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Hall Construction Co., Inc.
Attention: Andrew R. Hall, President
902 South Nova Road
Daytona Beach, Florida 32114
(386) 252-2526 – Telephone
office@hallconstruction.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. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

HALL CONSTRUCTION CO., INC.

By:_____

Andrew R. Hall, President

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

Printed Name:_____

Printed Name:_____

Date:_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

(ATTACHMENT 1) – SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include this document under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	Hall Construction Co Inc.
Contact Person:	Andrew Hall
Email Address:	ahall@hallconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	**Unit of Measure**	**Unit Cost** Normal Business Hours (As outlined in Section 3)	**Unit Cost** After Normal Business Hours, Weekends, Holidays (As outlined in Section 3)
General Manager or equivalent	Hour	$129/hr	N/A
Project Manager or equivalent	Hour	$114/hr	N/A
Project Supervisor/Superintendent or equivalent	Hour	$98.55/hr	$147.83/hr
Project Coordinator or equivalent	Hour	$46/hr	$69/hr
General Carpenter	Hour	N/A	N/A
Tradesman	Hour	N/A	N/A
Journeyman	Hour	N/A	N/A
General Laborer	Hour	$37/hr	$55.5/hr
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	10 %	

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ___
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,
Between the City of Port Orange, Florida and Hall Construction Co., 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 **Hall Construction Co., INC.**, Florida corporation, with its principal place of business at 902 South Nova Road, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

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

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

Witnesses:

HALL CONSTRUCTION CO., INC.

_____ By: _____

Printed Name: _____ Andrew R. Hall, President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

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

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "3"

Sample 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: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2024**, 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 **OVATION CONSTRUCTION COMPANY, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 361 South Central Avenue, Oviedo, Florida 32765. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. 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 and continue for a period of two (2) years ("Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

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

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

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

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. *Examination of Records*

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

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

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

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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. Additional Coverage:	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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $200,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

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. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Ovation Construction Company, LLC
Attention: Bert Karpinski, Manager
361 South Central Avenue
Oviedo, Florida 32765
(407) 722-4161 – Telephone
Bert@ovationinc.net

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

OVATION CONSTRUCTION COMPANY, LLC

_____

Printed Name: _____

By: _____

Bert Karpinski, Manager

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

_____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	Ovation Construction
Contact Person:	Joe Smullin
Email Address:	joe@ovationinc.net
Authorized Signature:	Joe Smullin

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost Normal Business Hours (As outlined in Section 3 of RFP)	Unit Cost After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	105	125
Project Manager or equivalent	Hour	70	75
Project Supervisor/Superintendent or equivalent	Hour	60	65
Project Coordinator or equivalent	Hour	30	35
General Carpenter	Hour	55	65
Tradesman	Hour	55	65
Journeyman	Hour	45	50
General Laborer	Hour	30	35
Safety Officer	Hour	70	75
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	15 %	

Also see TAB E

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Sample Task Authorization

Consisting of 3 Pages

TASK AUTHORIZATION NO. ___
Standard Contract for Services
for General Contracting Services for Small Projects
dated _____, 2024,
Between the City of Port Orange, Florida and Ovation Construction Company, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Ovation Construction Company, LLC**, a Florida limited liability company, with its principal place of business at 361 South Central Avenue, Oviedo, Florida 32765 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

OVATION CONSTRUCTION COMPANY, LLC

_____ By: _____

Printed Name: _____ Bert Karpinski, Manager

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "3"

Sample 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: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____**DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

Evaluation Scoring Summary
January 23, 2024
RFP #24-01 General Contracting Services for Small Projects

Firm Name	Total Weighted Score
Hall Construction Co., Inc	43.83
Ovation Construction Company, LLC	42.70
Paul Culver Construction, Inc	43.88

Comments

On December 13, 2023, the City of Port Orange received five (5) proposals to RFP #24-01 General Contracting Services for Small Projects. Two proposals were deemed non-responsive based on qualifications outlined in the RFP.

On January 19, 2024, a Proposal Evaluation Committee scored three (3) responsive proposals from the firms listed above. The Proposal Evaluation Committee has agreed by consensus to award Paul Culver Construction, Inc. as the Primary Contractor, Hall Construction Co., Inc. and Ovation Construction Company, LLC both as Alternate Contractors based on overall scores and their abilities to meet the needs of the City.

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on January 26, 2024 at 3:00 PM Eastern Standard Time.

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

PROFESSIONAL CONSTRUCTION MANAGER / GENERAL CONTRACTING SERVICES

FOR THE CITY OF PORT ORANGE RFP#24-01

GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS

201 Osceola Ave.
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

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CITY OF PORT ORANGE

RFP #24-01 GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS

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- **Form 9.3 Addendum & Change Order Procedure Acknowledgement Form**
- **Form 9.4 Drug Free Preference Statement**
- **Form 9.5 Sworn Statement on Public Entity Crimes**
- **Form 9.6 Anti-Collusion Form**
- **Form 9.7 Statement of Qualifications**
- **Form 9.8 Professional References for Previous Experience**
- **Form 9.9 Scrutinized Companies Certification**
- **Form 9-10 E-Verify Affidavit**
- **Form 9.11 Debarment, Suspension and Other Responsibility Matters**
- **Form 9.12 Non-disclosure of Confidential Materials**
- **Exhibit A – Description of Confidential Materials**
- **Form 9.13 No Submittal Response Form**
- **APPENDIX A – 44 C.F.R. Part 18-Certificate Regarding LOBBYING**
- **Current Bonding Capacity Letter (as outlined in Section 6)**
- **Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active."**
- **If applicable – copy of county business license of primary business operation.**

Tab B **Qualifications and Related Experience (Weight 40%)**

1. **Provide a brief company biography, two (2) pages maximum, Include general information about the company, number of years the company has been in business, the location of corporate headquarters, and the number of branch offices.**
2. **For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications. Detailed resumes should be included.**

201 Osceola Ave.
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

3. **Complete the Professional References Form (9.8) of this document. Provide a list of professional references (other than the City of Port Orange) in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.**

Tab C **Strength of Approach and Value-Added Services (Weight 20%)**

1. **Provide our firm's approach to achieving the identified tasks.**
2. **Identify project opportunities and challenges and how you would recommend challenges be addressed along with value-added services your firm can provide.**

Tab D **Financial History (Weight 10%)**

1. **All Respondents shall provide a financial statement with their proposal, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. This Tab shall contain five (5) years, a court or any administrative agency ha ruled against the firm in any matter related to the professional activities of the firm.**
2. **This tab shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.**
3. **This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the pat five (5) years against the firm in any matter related to the professional activities of the firm.**
4. **Include any debarment actions against your company by the City or public entity.**
5. **Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.**

Tab E **Proposed fees as completed on (attachment 1) - Services Costs / Fees Proposal(Weight 30%)**

PAUL CULVER CONSTRUCTION, INC.
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Proposer's must complete (Attachment 1) = Services Costs/Fees Proposal and include in Tab E. All labor rates must include all costs associated with the position, such as overhead, administrative costs and profit and must be in line with industry standards.

201 Osceola Ave.
Daytona Beach, FL 32114
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Ofc: (386) 763-4190
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PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

Statement of Interest

December 13,2023

Joseph Castro
Purchasing Division
1000 City Center Circle
123 West Indiana Avenue, Room 302
Port Orange, FL 32129

RE: RFP#24-01 General Contracting Services for Small Project

Dear Mr. Castro:

Paul Culver Construction, Inc. (PCC), was incorporated on February 5, 2005, in the State of Florida. Paul K. Culver is the President and only acting officer of the corporation.

In addition to his duties as President of PCC, Paul is the Director of Preconstruction Services and Senior Project Manager. PCC has enjoyed continued growth to become a multimillion-dollar company. We are very proud of our continuing relations with Island Doctors Medical Center / Humana Clinics and have completed over $38,000,000.00 of successful projects as a CM/GC during the past fifteen years. We are currently pre-qualified for small projects with The County of Volusia and the Volusia County School Board and the City of Ormond Beach.

We have an established Construction Management team for the County of Volusia that has extensive experience in all phases of construction, including Construction Management Services as well as competitive bids. Our dedicated team of highly skilled employees along with our subcontractors strive to make each project a little better than the last.

We are a full service General Contracting firm, specializing in Commercial and Residential Construction, Tenant Improvements, Expansions, Remodels and Medical Offices. Over the last 20 years, we have completed numerous ground-up construction projects, and tenant improvement projects. Our combination of excellent customer service, technical expertise, and significant project experience affords us the opportunity to create, build and nurture the long-lasting relationships that lead to the successful delivery of our construction projects.

We have vast experience in all major project delivery methods including Competitive Bid, Design-Build and Construction Manager at Risk. PCC takes pride in our successful project completion. Our management style is hands-on leading the areas of Project Administration, Estimating, and Project Management/Field Operations. As such, PCC can proudly and confidently proclaim that it has never been late in completing a contract and has never been assessed liquidated damages in our twenty-year history.

RFP#24-01
Statement of Interest
Page 2

PCC has experience in performing multiple projects at one time. We understand the importance of planning and logistics for the successful execution of a project and to maintain the schedule. All projects undertaken by PCC involve weekly site meetings to ensure all scheduled activities associated with the project are being met. Our project managers / superintendents track and coordinate with the subcontractors and suppliers daily to make certain no part of a project is idle at any time. This ensures all projects are delivered on time, on budget, and to the customer's complete satisfaction.

PCC is confident with our systematic project approach. We can add new projects utilizing our systems and procedures to efficiently execute and maintain performance schedules for all projects to be on time and within budget.

Respectfully Submitted,

Paul Culver Construction, Inc.

_____

Paul K. Culver, President
386-566-0467
paul@paulculverconstruction.com

Tab A **Overall Qualification**

Required Documents

- **Form 9.1 Proposal Submittal Checklist**
- **Form 9.2 Proposer's Acknowledgement Form**
- **Form 9.3 Addendum & Change Order Procedure Acknowledgement Form**
- **Form 9.4 Drug Free Preference Statement**
- **Form 9.5 Sworn Statement on Public Entity Crimes**
- **Form 9.6 Anti-Collusion Form**
- **Form 9.7 Statement of Qualifications**
- **Form 9.8 Professional References Previous Experience**
- **Form 9.9 Scrutinized Companies Certification**
- **Form 9.10 E-Verify Affidavit**
- **Form 9-11 Debarment, Suspension and other Responsibility Matters**
- **Form 9.12 Non-Disclosure of Confidential Materials**
- **Exhibit A – Description of Confidential Materials**
- **Form 9.13 No Submittal Response Form**
- **Appendix A – 44C.F.R. Part 18-Certificate Regarding Lobbying**
- **Current Bonding Capacity Letter (as outlined in Section 6)**
- **Provide a copy of License to do business in the State of Florida Sunbiz report showing company registered as "Active"**
- **Copy of County Business License of Primary Business Operations.**

ORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

✓ Form 9.2 – Proposer's Acknowledgement

✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 9.4 – Drug Free Preference Statement

✓ Form 9.5 – Public Entity Crimes Statement

✓ Form 9.6 – Anti-Collusion Form

✓ Form 9.7 – Statement of Qualifications

✓ Form 9.8 – Professional References for Previous Experience

✓ Form 9.9 – Scrutinized Companies Certification

✓ Form 9.10 – E-Verify Affidavit

✓ Form 9.11 – Debarment, Suspension and Other Responsibility Matters

__ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel

__ Exhibit "A" – Description of Confidential Material

__ Form 9.13 – No Submittal Request Form

✓ Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

✓ Current Bonding Capacity Letter (as outlined in Section 6)

✓ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

✓ If applicable – copy of county business license of primary business operations

✓ (Attachment 1) – Services Costs/Fees Proposal Form

✓ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

Paul Culver Construction, Inc
Name of Business

Authorized Signature PAUL K CULVER, PRESIDENT

12-13-2023
Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, do hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☑ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

_____

_____

Paul Culver Construction, Inc
Name of Business

_____
Authorized Signature

Paul K. Culver, President
Printed Name and Title

20-2380437
Federal Identification No.

201 Osceola Ave
Mailing Address

Daytona Beach, FL 32114
City, State & Zip Code

386-763-4190
Telephone Number

paul@paulculverconstruction.com
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this

12th day of December, 2023, by Paul K. Culver and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida

Reta Moore, HH298033 09-12-2026
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this RFP.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# 1 Date: 12-4-2023 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Addendum Acknowledgement and Change Orders Procedures:

Paul Culver Construcion, Inc.

Name of Business

Authorized Signature

Paul K. Culver, President

Printed Name and Title

STATE OF: FL COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of Dec, 2023, by Paul K Culver and who:

☐ is personally known to me; or ☐ has produced _____ as identification.

Reta Moore Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RETA MOORE
Notary Public - State of Florida
Commission # HH 298033
My Comm. Expires Sep 12, 2026

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faither effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Paul Culver Construction, Inc
Name of Business

Authorized Signature

Paul K. Culver, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 12th

☑ is personally known to me; or ☐ has produced _____ as identification. x Paul K. Culver, President

Paul K Culver

Notary Public, State of Reta Moore,

Printed, typed or stamped name, commission and expiration:
Commission: HH 298033
Expires 09-12-2026

RETA MOORE
Notary Public - State of Florida
Commission # HH 298033
My Comm. Expires Sep 12, 2026

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Paul K. Culver President, who, being by me first duly sworn, made the following statement:

1. The business address of Paul Culver Construction, Inc (name of Offeror or business) is 201 Osceola Ave, Daytona Beach, FL 32114.
2. My relationship to Paul Culver Construction, Inc (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Paul Culver Construction, Inc
Name of Business

Authorized Signature

Paul K. Culver President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12th day of December, 2023, by Paul K. Culver and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Reta Moore

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RETA MOORE
Notary Public - State of Florida
Commission # HH 298033
My Comm. Expires Sep 12, 2026

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Paul Culver Construction, Inc.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Paul K. Culver

TITLE: President

ADDRESS: 201 Osceola Ave.

CITY, STATE AND ZIP CODE: Daytona Beach, FL 32114

TELEPHONE: 386-763-4190

F.E.I.N.: 20-2380437

This document must be completed and returned with your Submittal

ORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

ıe undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the formation contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If :cessary, questions may be answered on separate paper and attached with any additional information that may be :rtinent.

Name of Proposer: Paul Culver Construction, Inc

Permanent main office address: 201 Osceola Ave, Daytona Beach,Fl 32114

Date organized: Feb 02-2005

If a corporation, where incorporated: Florida

How many years have you been engaged in the business under your present firm or trade name? 18

Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

General character of work performed by your company: GC/CM

Have you ever failed to complete any work awarded to you? If so, where and why? NO

Have you ever defaulted on a contract? If so, where and why? NA

List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

Experience in work similar to this type of project: YES

Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

. Credit currently available: $ 98,000.00

Give bank name, contact name and phone number: Wells Fargo - Daytona Beach, FL 32114 Gabierlla Johnson 386-882-9611

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☑Yes ☐No

ıe undersigned hereby authorizes and requests any person, firm or corporation to furnish any information quested by the Owner in verification of the recitals compromising the Statement of Proposer's Qualifications.

Paul Culver Construction, Inc
Name of Business

Authorized Signature

'ATE OF: Florida

)UNTY OF: Volusia

Paul K. Culver, President
Printed Name and Title

ıe foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 13th y of December, 2023, by Paul K. Culver and who:

Is personally known to me; or ☐ has produced NA as identification.

Notary Public, State of Florida

inted, typed or stamped name, commission and expiration:

RETA MOORE
Notary Public - State of Florida
Commission # HH 298033
My Comm. Expires Sep 12, 2026

This document must be completed and returned with your Submittal

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

City of Port Orange
RFP #24-01
General Contracting Services for Small Projects

9.7 Statement of Proposer's Qualifications:

F. Contracts on Hand

Boylston Beach Approach	828,485	09/2024
Lehigh Trailhead	2,040,005	12/2023
Daisy Stocking Park	2,291,000	03/2024
Sheltair	1,102,924	01/2024
Orange City Utility Ofc Reno	1,129,900	09/2024
City Thrift Tampa	179,000	07/2024
1000 Big Tree-SMA	256,275	02/2024
Dickerson Library	280,000	06/2024
Room 2225 Palmer College	90,821	01/2024
MSC Bird Hospital T1-11	35,949	01/2024

201 Osceola Ave.
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

City of Port Orange
RFP #24-01
General Contracting Services for Small Projects

9.7 Statement of Proposer's Qualifications:

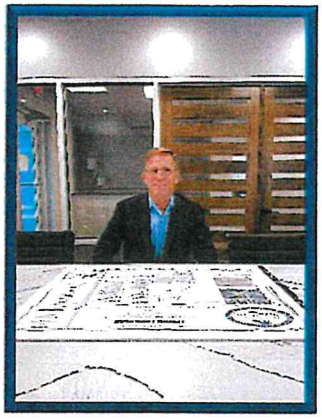
J. Major Equipment Owned or Leased

Paul Culver Construction, Inc. does not own or lease any major equipment. Any required equipment is either provided by subcontractors or is rented.

201 Osceola Ave.
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Company:
Paul Culver Construction, Inc
2005 – Present

Education:
Father Lopez High School
Daytona State College
Construction Estimating
Construction Scheduling
Legal Aspect in Construction
Construction Cost Analysis
Financial Control

Active Licenses/Accreditations:
State of Florida Certified
General Contractor, #CGC0159149
LEED Accredited

Years of Experience:
39 Years of Construction

Previous Employer(s):
Hall Construction Co., Inc.
1984 – 2001
Laborer, Carpenter
Superintendent
Project Manager – Estimator

Location:
Mr. Culver resides in
Daytona Beach and reports
to the PCC Daytona Beach Office

Name: **Paul K. Culver**

Title/Role: **President, Project Manager**

Duties Include:

- Responsible for project management and all aspects of project administration.
- Oversees project coordinators, project administrators, purchasing and accounting.
- Negotiates subcontracts and purchase orders for projects.
- Oversees all elements of company operations.

Firm's Project Experience:

- Volusia County - Boylston Beach Approach $829,000.00
- Volusia County - Edwin Peck Park $1,400,000.00
- Volusia County - Dahlia Avenue Park $1,300,000.00
- GC/CM Island Doctors, Florida, Mississippi, Alabama $38,000,000
- GC/CM Preform, LLC 18,000 sq. ft. manufacturing warehouse $3,400,000.00
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project $1,085,648.00
- Grand Haven Village $784,864.00
- Phoenix East Aviation Flight School $700,000.00
- Volusia County (Thomas Kelly Restroom Remodel) $117,290.00
- Volusia County (Alteration to Fire Station 96) Osteen, FL $813,182.00
- Hammock Community Church Alterations, Palm Coast, FL $338,405.00

Individuals' Project Experience:

- City of Port Orange City Hall
- Barnett Bank of America – Port Orange
- Barnett Bank of America – Palm Coast
- Edgewater Elementary School Addition
- Inlet Harbor Restaurant
- White Chapel Church of God
- LPGA Cart Bank
- LPGA Club House
- Comfort Inn – Gainesville, FL
- Central Baptist Church
- South Daytona Pigott Center
- West Navy Medical Center – Pensacola, FL
- Patriot Medical – Alabama & Mississippi
- Alpha Probe Stem Cell Research Lab – St. Augustine, FL
- Blue Water Medical – West Palm Bach & Delray Beach, FL

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **Kevin B. Flynn**

Title/Role: **Project Manager – Chief Estimator**

Duties Include:

- Responsible for project management for all phases of construction.
- Prepares and maintains CPM project schedules.
- Provides input and reviews project schedules weekly for feasibility, sequence, and possible improvement.
- Dictates project pace and ensures progress is maintained throughout the course of construction.
- Conducts site safety training.
- Conducts safety meetings and follow-up.
- Oversees and implements quality control program for projects.
- Coordinates internal resources and vendors for the flawless execution of projects.
- Ensures that all projects are delivered on-time, within scope and within budget.
- Develops detailed project plans to monitor and track progress.

Significant Projects List:

- Volusia County - Boylston Beach Approach ($829,000.00)
- Volusia County - Edwin Peck Park ($1,400,000.00)
- Volusia County - Dahlia Avenue Park ($1,300,000.00)
- GC/CM Island Doctors Medical Clinics - Florida, Mississippi, Alabama ($5,000,000.00)
- Embry Riddle Aeronautical University - Drone Lab ($632,000.00)
- Halifax Health Ormond Pharmacy Renovation ($666,392.00)
- City of Daytona Beach - Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project, Dickerson Park ($2,500,000.00)
- Phoenix East Aviation - Flight School ($700,000.00)
- Volusia County - Fire Station 36 Alterations ($813,182.00)
- St. Joe's Plaza – Façade Renovations (575,000.00)
- Cape Coral Island Doctors/Humana ($690,715.00)
- Port Charlotte Island Doctors/Humana ($591,910.00)
- Naples Island Doctors/Humana ($679,256.00)
- Deerpark Industrial (Preform, LLC) – ($3,404,210.00)
- City of Ormond Beach Facility Hardening ($1,004,000.00)
- Urban Air Adventure Park & Roof Raise ($4,625,910.00)

Company:
Paul Culver Construction, Inc.
2017 - Present

Education:
Memphis State University
1982-1987
Construction Management

Previous Employer(s):
Kevin Flynn Construction, Inc.
Owner – PM 2013-2017

Belz Construction Company, Inc.
Tenant Coordinator/PM 1981 - 2012

Years of Experience:
42 years of Construction

5-Years with Paul Culver Construction

Location:
Mr. Flynn resides in Daytona Beach and reports to the PCC Daytona Beach Office

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **David Strom**

Title/Role: **Project Superintendent**

Duties Include:

- Responsible for project supervision
- Responsible for all field administration, scheduling, and material procurement
- Field responsibility for safety compliance, and quality control
- On-site recordkeeping, RFI's, red-lined drawings, scheduling, and coordination with subcontractors

David Strom became an employee of Paul Culver Construction, Inc. in 2021. Mr. Strom and Paul Culver worked as a team for approximately 7 years while at Hall Construction. Mr. Strom has successfully completed many Fire Station Projects as the Project Superintendent. Mr. Strom & Mr. Culver have completed many commercial projects as a team for the below:

- The Museum of Arts and Sciences
- Stewart Marchman projects; the Vince Carter Sanctuary.
- Volusia County School Board Projects
- Volusia County Fire Stations
- City of Ormond Beach

Significant Projects List:

- Boylston Beach Approach – Volusia
  Total Project Cost: $829,000
- Beacon Center Interior Remodel
  Total Project Cost: $277,282

Individual Project List:

- 2019-2020 First Baptist Church of Daytona Beach Phase 1 - 10,154 SF Ground Up. / Phase 2 – 20,720 SF Ground Up.
  Total Project Cost: $8,217,573.00
- 2010 Fire Station #94 Ormond Beach
  Renovation of Fire Sprinkler & Truck Bay Ventilators
  Total Project Cost: $200,000
- 2006 Town of Ponce Inlet Fire Station Renovation
  Total Project Cost: $310,915
- 2005 Fire Station #91 Ormond Beach, Ground Up
  Total Project Cost: $1,293,592
- 2004 Fire Station #92 Ormond Beach, Ground Up
  Total Project Cost: $1,330,785

Company:
Paul Culver Construction, Inc.
2021 - Present

Education:
Aledo High School 1984
High School Diploma

Previous Employer(s):
Hall Construction, Inc.
1989 – 01/2021

Interest and Activities:
Create scale models replicas of construction equipment. Purchase and rebuild Farmall Tractors. Participate in collector events around the USA

Location:
Mr. Strom is located in Holly Hill

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **Rose (Arlene) Pacholsky**

Title/Role: **Office Manager / Human Resources / Project Accounting**

Duties Include:

- Enhances the organization's human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices.
- Maintains the work structure by updating job requirements and job descriptions for all positions.
- Supports organization staff by establishing a recruiting, testing, and interviewing program; counseling managers on candidate selection; conduction and analyzing exit interviews; and recommending changes.
- Prepares employees for assignments by establishing and conduction orientation and training programs.
- Manages a pay plan by conduction periodic pay surveys scheduling and condition job evaluations preparing pay budgets; monitoring and scheduling individual pay actions; and recommending, planning, and implementing pay structure revisions.

Accounting:

- Managing the full cycle of accounting activities for the company
- Processing the accounts payable.
- Collating and entering vendor expenses
- Preparing bank statements
- Invoicing clients and customers
- Processing accounts receivable
- Maintain the accuracy of the general ledger
- Processing employee timesheets
- Managing the payroll systems.
- Working with accounting firm to prepare monthly Financial Statements

Company:
Paul Culver Construction, Inc.
2019 - Present

Skills:
Made 2 Management
Peach Tree
Quick Books
Microsoft Office

Years of Experience:
46 Years

Previous Employer(s):
Advanced Manufacturing & Power Systems 2017-2019
FloMet LLC DeLand 2012-2017

Market Leverage Interactive Advertising 2008-2011

Location:
Ms. Pacholsky is located in DeLand and reports to the PCC Daytona Beach Office

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **Reta B. Moore**

Title/Role: **Estimating Coordinator**

Duties Include:

- Keep up to date on all project notices (addendums, Q&A)
- Reach out to subcontractors and suppliers for the proposals.
- Ensures all subcontractors and suppliers are up to date with all project notices.
- Assists the Estimator with assembling the bid package / CM package

Significant Projects List:

- GC/CM Island Doctors, Florida, Mississippi, Alabama
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project $1,085,648.00
- Grand Haven Village $784,864.00
- Embry Riddle Aero University, Drone Lab, Landscaping Project, Door Replacement, Painting of Existing Building $632,000.00
- Halifax Health Ormond Pharmacy Renovation $666,392.00
- Alteration to Fire Station 36 (Volusia County) $813,182.00

Individual Project Experience

- City of Ormond Beach – Various Project $5+M
- Port Orange Elementary Additions & Renovations $2,276549.00
- Additions and Renovations to South Daytona Elementary School $1,341,915.00
- 2010 Fire Station #94 Ormond Beach
- Renovation of Fire Sprinkler & Truck Bay Ventilators Total Project Cost: $200,000
- 2006 Town of Ponce Inlet Fire Station Renovation Total Project Cost: $310,915
- 2005 Fire Station #91 Ormond Beach, Ground Up Total Project Cost: $1,293,592
- 2004 Fire Station #92 Ormond Beach, Ground Up Total Project Cost: $1,330,785

Company:
Paul Culver Construction, Inc.
2018 – Present

Education:
Mainland High School
Daytona State College
Microsoft Office

Timberline Software Key Leader

Notary

Years of Experience:
50 Plus Years of Construction Experience

Previous Employer(s):
Hall Construction Co., Inc
1977 – 2017

Location:
Ms. Moore resides in Ormond Beach and reports to the PCC Daytona Beach Office

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

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Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **Kristi Ball**

Title/Role: **Project Administrator, Permitting & Contracts**

Duties Include:

- Permitting / Licensing
- Tracking project documents.
- Company EEO Officer
- Site Safety Plans
- FDOT Documentation
- Conducting administrative duties, such as attending progress meetings, drafting change orders for subcontractors
- Coordinate with Project Management

Projects List:

Masci General Contractor, Inc.

- FDOT – John Young Parkway Improvements $9M+
- City of New Smyrna Beach – Flood Mitigation Phase I & II $12M +
- Volusia County Resurfacing – 2017-2018
- Central Florida Expressway – SR 417 Improvements from Curry Ford Rd. to Lake Underhill Rd. $6M+

Prime Group, LLC

- The Daytona Hotel - $15M+
- Fairfield Inn @ One Daytona - $9M+

General Mechanical Corporation

- Atlantic HS – Aquaculture Lab $233,135.00
- Schnebly Center HVAC Replacement - $211,333.00
- Seabreeze HS – Upgrade Chiller Plant - $1,900,047.00
- Flagler Palm Coast HS – Auditorium Box Office and Restroom Renovation - $1,224,636.00
- Daytona Beach Bandshell Renovation - $998,891.00

Company:
Paul Culver Construction, Inc.
2022 – Present

Education:
North Garland High School
Notary

Years of Experience: 10
Plus Years of Construction Experience

Previous Employer(s):
General Mechanical Corporation Contract Administrator 2018 – 2021

Prime Group, LLC
Onsite Construction Administrator 2017-2018

Masci General Contractor Inc.
Project Coordinator 2011-2017

Location:
Ms. Ball resides in Port Orange and reports to the PCC Daytona Beach Office

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **Kaitie Knox**

Title/Role: **Project Administrator - Submittals, Closeouts**

Duties Include:

- Work with the Project Manager to issue Purchase Orders and Subcontracts for the project.
- Collecting, tracking, submitting all submittals.
- Collect, review, and submit all project Closeout Documents.

Firm's Project Experience:

- Draft subcontracts and purchase orders.
- Submit and track submittals and closeout documents.
- Project documentation tracking.
- Coordinate with Project Manager daily.

Project List:

Cor3 Mechanical

- Harmony HS – Renovation $1,330,000
- Campbell MS - Media Center HAC $562,000

General Mechanical Corporation

- Deltona Lakes ES – Upgrade Chiller Plant $989,284
- Seabreeze HS – Upgrade Chiller Plant $1,900,047
- Embry Riddle Aeronautical University – S. Chiller Plant Piping Replacement $446,930
- FCSB - Auditorium Box Office & Restroom Renovation $1,224,636
- Daytona Bandshell Renovation $998,871.77
- Atlantic HS – Aquaculture Lab $233,135
- Schnebly Center HVAC Replacement $211,333

Manson Construction, Inc

- Mississippi State Port Channel Widening and Deepening $3,000,000
- Alabama Tombigbee Waterway Deepening $1,300,000
- Venice, LA Mississippi River Maintenance Dredging $2,000,000

Company:

- Paul Culver Construction
  2023 – Present

Education / Certifications:

- University of North Florida
  BS - Building Construction
- Notary
- OSHA 30 Hour

Years of Experience:

- 15 Years of Construction Experience

Previous Employer(s):

- Cor3 Mechanical
  Project Coordinator
  2022-2023
- General Mechanical Corp
  Project Coordinator
  2013-2022
- Manson Construction
  Field Engineer
  2011-2013

Location:

Ms. Knox resides in New Smyrna Beach and reports to the PCC Daytona Beach Office.

)RM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

ıe Proposer submits that their firm is qualified to perform the referenced work and has successfully done so on cent projects similar in nature and size. The City reserves the right to check references and confirm information ovided herein. **Please provide three (3) current and correct references from clients for similar services.)O NOT include the City of Port Orange)**

Company Name: City of Daytona Beach Florida

Contact Person: David Waller

City, State: Daytona Beach, FL

Telephone Number: 386-671-8681

Email Address: wallerdavid@codb.us

Description of goods/services provided: Dickerson Community Center Improvements

Contract Amount: $1,336,291.40

Start/End Date of Contract: 07-2022 - 07-2023

Company Name: ERAU

Contact Person: Chris Ziolkowski, CEFP

City, State: Daytona Beach, FL

Telephone Number: 386-956-5154

Email Address: ziolkbed@erau.com

Description of goods/services provided: ERAU Drone Lab Remodel

Contract Amount: 367,365.00

Start/End Date of Contract: 04-2021 - 10-2021

Company Name: Urban Air Adventure Park

Contact Person: Richard Afolabi

City, State: Daytona Beach, FL

Telephone Number: 281-710-5959

Email Address: richard.afolabi@gmail.com

Description of goods/services provided: 55,000 sq ft. Tenant Improvement including 5' 4" roof lift

Contract Amount: 4,659,500.00

Start/End Date of Contract: 10-20-2022 - 04-14-2023

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Proposer submits that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Lacey Lassiter / County of Volusia

   Phone: 386-822-5772

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 8

   Description of service: Various small projects including hurricane repairs, park renovations and interior buildouts

2. Contact Name: Mark Veenstra / City of Daytona Beach

   Phone: 386-671-8400

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 7

   Description of service: Renovations and remodels of various City buildings and parks

3. Contact Name: Dr. Roy Hinman / Island Doctors

   Phone: 904-825-4368

   Current Client: ☑Yes ☐ No

   Number of years of service provided: 17

   Description of service: Interior buildouts of multiple medical facilities throughout Florida

This document must be completed and returned with your Submittal

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Paul K. Culver, President, on behalf
(Print Name and Title)

of Paul Culver Construction, Inc. ("Company"), certify that Paul Culver Construction, Inc.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Paul Culver Construction, Inc
COMPANY NAME

SIGNATURE

Paul K. Culver
PRINT NAME

President
TITLE

)RM 9.9 SCRUTINIZED COMPANIES CERTIFICATION (page2)

'ATE OF FLORIDA

)UNTY OF: Volusia

ıe foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, is 13th day of December 13, , 2023, by Paul K. Culver and who:

✓s personally known to me; or ☐ has produced NA as identification.

Notary Public, State of Florida

inted, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

oject Name: General Contraction Services for Small Projects

licitation Number: 24-01

the undersigned hereby certify that Paul Culver Construction, Inc **(insert contractor company ıme) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full ımpliance with Section 448.095, Florida Statutes.**

ıcknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am *vare enrollment in the E-Verify system for employers* can be done at www.e-verify.gov.

true and correct copy of Paul Culver Construction, Inc. **(insert contractor company name) oof of registration in the E-Verify system is attached to this Affidavit.**

affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and vill comply with all applicable E-Verify requirements.

Paul K. Culver, President
int or Type Name, Title

Signature of Affiant Paul K. Culver

20-2380437
deral Employer ID Number (FEIN)

1483397
E-Verify Number

ATE OF FLORIDA

UNTY OF: Volusia

ıe foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, is 13Th day of December, 2023, by Paul K. Culver and who:

ls personally known to me; or ☐ has produced NA as identification.

Notary Public, State of Florida

inted, typed or stamped name, commission and expiration:

RETA MOORE
Notary Public - State of Florida
Commission # HH 298033
My Comm. Expires Sep 12, 2026

This document to be completed and returned with your Submittal

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Paul Culver Construction Inc

Doing Business As (DBA) Name

Company ID
1483397

Enrollment Date
Dec 27, 2019

Employer Identification Number (EIN)
202380437

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
20 to 99

NAICS Code
236

Sector
Construction

Subsector
Construction of Buildings

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

201 Osceola Ave
Daytona Beach, FL 32114

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;

   (b) Have not withing a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Paul Culver Construction, Inc.	24-01
Organization Name	Proposal Number
Paul K. Culver	12-13-2023
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 24-01

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Respondent: Paul Culver Construction, Inc.

Address: 201 Osceola Ave., Daytona Beach, FL 32114

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: Joseph Castro

NAME: Joseph Castro

TITLE: Buyer

DATE: 12/13/2023

Respondent

BY: Paul Culver Construction, Inc.

NAME: Paul K. Culver,

TITLE: President

DATE: 12-13-2023

ATTEST:

BY: _____

NAME: Paul K. Culver

TITLE: Secretary

DATE: 12-13-2023

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Financial Statement

FORM 9.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #24-01 General Contracting Services for Small Projects

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

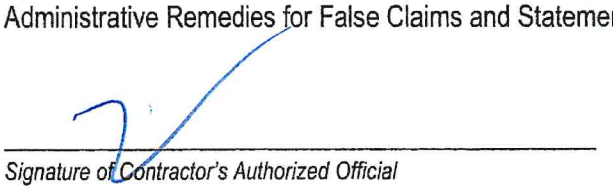
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Paul Culver Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Paul K. Culver, President

Name & Title of Contractor's Authorized Official

Date: 12-13-2023

This document must be completed and returned with your Submittal

NHC NIELSON, MOSHOLDER & ASSOCIATES

SMART UNCOMPROMISING TIMELY EFFECTIVE NIELSON, HOOVER & COMPANY, INC SURETY SOLUTIONS THAT MAKE A DIFFERENCE

December 13, 2023

Attn: Joseph Castro
City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Re: Paul Culver Construction, Inc., 201 Osceola Ave., Daytona Beach, FL 32114.

Dear Mr. Castro;

This letter is to serve as a general Statement of Bondability for **Paul Culver Construction, Inc.** Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds on this account up to $17,000,000 single with a total aggregate program of $25,000,000.

They are currently bonded through Great Midwest Insurance Company. The Surety Company has an AM Best Rating of A- IX.

Paul Culver Construction, Inc. is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call

Sincerely,

Don Bramlage
Attorney-In-Fact & Florida Resident Agent

4380 St. Johns Parkway
Suite 110
Sanford, FL 32771
P: 407.330.3990
F: 407.330.3949
www.nielsonbonds.com

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
PAUL CULVER CONSTRUCTION, INC.

Filing Information

Document Number	P05000025877
FEI/EIN Number	20-2380437
Date Filed	02/18/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2014

Principal Address

201 Osceola Ave
Daytona Beach, FL 32114

Changed: 10/05/2022

Mailing Address

201 Osceola Ave
Daytona Beach, FL 32114

Changed: 10/05/2022

Registered Agent Name & Address

CULVER, PAUL K
201 Osceola Ave
Daytona Beach, FL 32114

Address Changed: 01/26/2023

Officer/Director Detail

Name & Address

Title PRESIDENT

CULVER, PAUL K
201 OSCEOLA AVE
DAYTONA BEACH, FL 32119

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2022	01/24/2022
2023	01/26/2023

Document Images

01/26/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/18/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
02/14/2019 -- ANNUAL REPORT	View image in PDF format
01/23/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
10/02/2014 -- REINSTATEMENT	View image in PDF format
06/11/2013 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- REINSTATEMENT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
07/08/2008 -- ANNUAL REPORT	View image in PDF format
04/09/2007 -- ANNUAL REPORT	View image in PDF format
03/22/2006 -- ANNUAL REPORT	View image in PDF format
02/18/2005 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 26, 2023
Secretary of State
2883901296CC

DOCUMENT# P05000025877

Entity Name: PAUL CULVER CONSTRUCTION, INC.

Current Principal Place of Business:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114

Current Mailing Address:

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

FEI Number: 20-2380437

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CULVER, PAUL K
201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ 12-13-23

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	CULVER, PAUL K
Address	201 OSCEOLA AVE
City-State-Zip:	DAYTONA BEACH FL 32119

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL KEITH CULVER PRESIDENT 01/26/2023

Electronic Signature of Signing Officer/Director Detail — Date

2023 / 2024

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 200503160024 Expires: September 30, 2024
Business Location: 201 OSCEOLA AVE

Business Name: PAUL CULVER CONSTRUCTION INC
Owner Name: PAUL CULVER CONSTRUCTION INC
Mailing Address 201 OSCEOLA AVE
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC059149	301C	17	$36.00
Hazardous Waste Fee		HW	1	$46.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	07/03/2023
RECEIPT #:	501112
TOTAL TAX:	$82.00
PENALTY:	$0.00
TOTAL PAID:	$82.00

Business Name: PAUL CULVER CONSTRUCTION INC
Owner Name: PAUL CULVER CONSTRUCTION INC
Mailing Address 201 OSCEOLA AVE
DAYTONA BEACH, FL 32114

Account #: 200503160024 Expires: September 30, 2024
Business Location: 201 OSCEOLA AVE

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

CITY OF DAYTONA BEACH
Local Business Tax Receipt # BT-80888

THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

Business Name: PAUL CULVER CONSTRUCTION INC

Location: 201 Osceola Ave, DAYTONA BEACH, FL 32114

Business Type: Contractor|Contractors General

(8/10/2021 8:41 AM RSP)
FL LIC CGC059149

DEVELOPMENT SERVICES DEPARTMENT
Business Tax Division
Phone: 386-671-8280

BT-80888	BT No
9/15/2023	Valid From
9/30/2024	Valid To
9/15/2023	Payment Date
$115.00	Fee Amt

Mail To:

PAUL CULVER CONSTRUCTION INC
1301 Beville RD #6
DAYTONA BEACH FL 32119

2024

Local Business Tax Receipt

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

CITY OF DAYTONA BEACH

BUS. TAX NO. BT-80888
THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

PAUL CULVER CONSTRUCTION INC

PAID RECEIPT

201 Osceola Ave, DAYTONA BEACH, FL 32114

Receipt Date	Charge Name	Charge Amount	Tender Type
9/15/2023	Contractor	$100.00	VISA
9/15/2023	BTR Sign Fees	$15.00	VISA
		Total $115.00	

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC059149 ISSUED: 08/30/2022
CERTIFIED GENERAL CONTRACTOR
CULVER, PAUL KEITH
PAUL CULVER CONSTRUCTION INC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC059149 **EXPIRATION DATE: AUGUST 31, 2024**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CULVER, PAUL KEITH
PAUL CULVER CONSTRUCTION INC
201 OSCEOLA AVENUE
DAYTONA BEACH FL 32114

ISSUED: 08/30/2022

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

Tab B **Qualifications and Related Experience (Weight 40%)**

1. **Provide a brief company biography, two (2) pages maximum, include general information about the company, number of years the company has been in business, the location of corporate headquarters, and the number of branch offices.**
2. **For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications. Detailed resumes should be included.**
3. **Complete the Professional References Form (9.8) of this document. Provide a list of professional references (other than the City of Port Orange) in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.**

201 Osceola Ave.
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

Brief Company Biography

RE: RFP#24-01

Paul Culver Construction, Inc. (PCC), was incorporated on February 5, 2005, in the State of Florida. Paul K. Culver is the President and only acting officer and owner of the corporation. Our Corporate Headquarters is located at 201 Osceola Ave., Daytona Beach, FL which allows us quick and easy access to the projects. We do not have a branch office at the present time.

In addition to his duties as President of PCC, Paul is the Director of Preconstruction Services and oversees all our construction projects from commencement to close-out. PCC has enjoyed continued growth to become a multimillion-dollar company. We are very proud of our continuing relations with Island Doctors Medical Center / Humana Clinics and have completed over $38,000,000.00 of successful projects as a CM/GC during the past fifteen years.

We have an established Construction Management team for the City of Port Orange that has extensive experience in all phases of construction, including Construction Management Services as well as competitive bids. Our dedicated team of highly skilled employees along with our subcontractors strive to make each project a little better than the last.

We are a full service General Contracting firm, specializing in Commercial and Residential Construction, Tenant Improvements, Expansions, Remodels and Medical Offices. Over the last 20 years, we have completed numerous ground-up construction projects, and tenant improvement projects. Our combination of excellent customer service, technical expertise, and significant project experience affords us the opportunity to create, build and nurture the long-lasting relationships that lead to the successful delivery of our construction projects.

We have vast experience in all major project delivery methods including Competitive Bid, Design-Build and Construction Manager at Risk. PCC takes pride in our successful project completion. Our management style is hands-on leading the areas of Project Administration, Estimating, and Project Management/Field Operations. As such, PCC can proudly and confidently proclaim that it has never been late in completing a contract and has never been assessed liquidated damages in our twenty-year history.

PCC has experience in performing multiple projects at one time. We understand the importance of planning and logistics for the successful execution of a project and to maintain the schedule. All projects undertaken by PCC involve weekly site meetings to ensure all scheduled activities associated with the project are being met. Our project managers / superintendents track and coordinate with the subcontractors and suppliers daily to make certain no part of a project is idle at any time. This ensures all projects are delivered on time, on budget, and to the customer's complete satisfaction.

Brief Company Biography
Page 2

PCC is confident with our systematic project approach. We can add new projects utilizing our systems and procedures to efficiently execute and maintain performance schedules for all projects to be on time and within budget.

Respectfully Submitted,

Paul Culver Construction, Inc.

Paul K. Culver, President
386-566-0467
paul@paulculverconstruction.com

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Proposer submits that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Dr. Roy Hinman, II - Island Doctors / Humana Clinics

   Phone: 904-806-3737

   Current Client: ☑ Yes ☐ No

   Number of years of service provided: 16+

   Description of service: Cost Plus Neg. Fee provided over $38 Million in work for facilities, Florida, Georgia Alabama

2. Contact Name: David Ogle, Architect

   Phone: 386-255-6163

   Current Client: ☑ Yes ☐ No

   Number of years of service provided: 6+

   Description of service: Paul Culver Construction Inc. has completed many successful (public and Private projects. School Board of Volusia County, County of Volusa and City of Daytona Beach, FL

3. Contact Name: Brendan M. Bozzuto - Director of Operations Phoenix Aviation

   Phone: 860-417-8955

   Current Client: ☑ Yes ☐ No

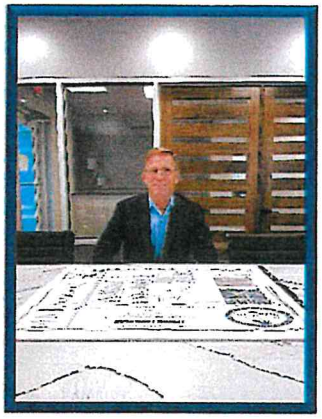
   Number of years of service provided: 5+

   Description of service: Converted 5,000 sf airport hangar into a flight training schoo

This document must be completed and returned with your Submittal

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Company:
Paul Culver Construction, Inc
2005 – Present

Education:
Father Lopez High School
Daytona State College
Construction Estimating
Construction Scheduling
Legal Aspect in Construction
Construction Cost Analysis
Financial Control

Active Licenses/Accreditations:
State of Florida Certified
General Contractor, #CGC0159149
LEED Accredited

Years of Experience:
39 Years of Construction

Previous Employer(s):
Hall Construction Co., Inc.
1984 – 2001
Laborer, Carpenter
Superintendent
Project Manager – Estimator

Location:
Mr. Culver resides in
Daytona Beach and reports
to the PCC Daytona Beach Office

Name: **Paul K. Culver**

Title/Role: **President, Project Manager**

Duties Include:

- Responsible for project management and all aspects of project administration.
- Oversees project coordinators, project administrators, purchasing and accounting.
- Negotiates subcontracts and purchase orders for projects.
- Oversees all elements of company operations.

Firm's Project Experience:

- Volusia County - Boylston Beach Approach $829,000.00
- Volusia County - Edwin Peck Park $1,400,000.00
- Volusia County - Dahlia Avenue Park $1,300,000.00
- GC/CM Island Doctors, Florida, Mississippi, Alabama $38,000,000
- GC/CM Preform, LLC 18,000 sq. ft. manufacturing warehouse $3,400,000.00
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project $1,085,648.00
- Grand Haven Village $784,864.00
- Phoenix East Aviation Flight School $700,000.00
- Volusia County (Thomas Kelly Restroom Remodel) $117,290.00
- Volusia County (Alteration to Fire Station 96) Osteen, FL $813,182.00
- Hammock Community Church Alterations, Palm Coast, FL $338,405.00

Individuals' Project Experience:

- City of Port Orange City Hall
- Barnett Bank of America – Port Orange
- Barnett Bank of America – Palm Coast
- Edgewater Elementary School Addition
- Inlet Harbor Restaurant
- White Chapel Church of God
- LPGA Cart Bank
- LPGA Club House
- Comfort Inn – Gainesville, FL
- Central Baptist Church
- South Daytona Pigott Center
- West Navy Medical Center – Pensacola, FL
- Patriot Medical – Alabama & Mississippi
- Alpha Probe Stem Cell Research Lab – St. Augustine, FL
- Blue Water Medical – West Palm Bach & Delray Beach, FL

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149



Name: **Kevin B. Flynn**

Title/Role: **Project Manager – Chief Estimator**

Duties Include:

- Responsible for project management for all phases of construction.
- Prepares and maintains CPM project schedules.
- Provides input and reviews project schedules weekly for feasibility, sequence, and possible improvement.
- Dictates project pace and ensures progress is maintained throughout the course of construction.
- Conducts site safety training.
- Conducts safety meetings and follow-up.
- Oversees and implements quality control program for projects.
- Coordinates internal resources and vendors for the flawless execution of projects.
- Ensures that all projects are delivered on-time, within scope and within budget.
- Develops detailed project plans to monitor and track progress.

Significant Projects List:

- Volusia County - Boylston Beach Approach ($829,000.00)
- Volusia County - Edwin Peck Park ($1,400,000.00)
- Volusia County - Dahlia Avenue Park ($1,300,000.00)
- GC/CM Island Doctors Medical Clinics - Florida, Mississippi, Alabama ($5,000,000.00)
- Embry Riddle Aeronautical University - Drone Lab ($632,000.00)
- Halifax Health Ormond Pharmacy Renovation ($666,392.00)
- City of Daytona Beach - Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project, Dickerson Park ($2,500,000.00)
- Phoenix East Aviation - Flight School ($700,000.00)
- Volusia County - Fire Station 36 Alterations ($813,182.00)
- St. Joe's Plaza – Façade Renovations (575,000.00)
- Cape Coral Island Doctors/Humana ($690,715.00)
- Port Charlotte Island Doctors/Humana ($591,910.00)
- Naples Island Doctors/Humana ($679,256.00)
- Deerpark Industrial (Preform, LLC) – ($3,404,210.00)
- City of Ormond Beach Facility Hardening ($1,004,000.00)
- Urban Air Adventure Park & Roof Raise ($4,625,910.00)

Company:
Paul Culver Construction, Inc.
2017 - Present

Education:
Memphis State University
1982-1987
Construction Management

Previous Employer(s):
Kevin Flynn Construction, Inc.
Owner – PM 2013-2017

Belz Construction Company, Inc.
Tenant Coordinator/PM 1981 - 2012

Years of Experience:
42 years of Construction

5-Years with Paul Culver Construction

Location:
Mr. Flynn resides in Daytona Beach and reports to the PCC Daytona Beach Office

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

Ofc: (386) 763-4190
Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

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Name: **David Strom**

Title/Role: **Project Superintendent**

Duties Include:

- Responsible for project supervision
- Responsible for all field administration, scheduling, and material procurement
- Field responsibility for safety compliance, and quality control
- On-site recordkeeping, RFI's, red-lined drawings, scheduling, and coordination with subcontractors

David Strom became an employee of Paul Culver Construction, Inc. in 2021. Mr. Strom and Paul Culver worked as a team for approximately 7 years while at Hall Construction. Mr. Strom has successfully completed many Fire Station Projects as the Project Superintendent. Mr. Strom & Mr. Culver have completed many commercial projects as a team for the below:

- The Museum of Arts and Sciences
- Stewart Marchman projects; the Vince Carter Sanctuary.
- Volusia County School Board Projects
- Volusia County Fire Stations
- City of Ormond Beach

Significant Projects List:

- Boylston Beach Approach – Volusia
  Total Project Cost: $829,000
- Beacon Center Interior Remodel
  Total Project Cost: $277,282

Individual Project List:

- 2019-2020 First Baptist Church of Daytona Beach Phase 1 - 10,154 SF Ground Up. / Phase 2 – 20,720 SF Ground Up.
  Total Project Cost: $8,217,573.00
- 2010 Fire Station #94 Ormond Beach
  Renovation of Fire Sprinkler & Truck Bay Ventilators
  Total Project Cost: $200,000
- 2006 Town of Ponce Inlet Fire Station Renovation
  Total Project Cost: $310,915
- 2005 Fire Station #91 Ormond Beach, Ground Up
  Total Project Cost: $1,293,592
- 2004 Fire Station #92 Ormond Beach, Ground Up
  Total Project Cost: $1,330,785

Company:
Paul Culver Construction, Inc.
2021 - Present

Education:
Aledo High School 1984
High School Diploma

Previous Employer(s):
Hall Construction, Inc.
1989 – 01/2021

Interest and Activities:
Create scale models replicas of construction equipment. Purchase and rebuild Farmall Tractors. Participate in collector events around the USA

Location:
Mr. Strom is located in Holly Hill

201 Osceola Avenue
Daytona Beach, FL 32114

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Name: **Rose (Arlene) Pacholsky**

Title/Role: **Office Manager / Human Resources / Project Accounting**

Duties Include:

- Enhances the organization's human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices.
- Maintains the work structure by updating job requirements and job descriptions for all positions.
- Supports organization staff by establishing a recruiting, testing, and interviewing program; counseling managers on candidate selection; conduction and analyzing exit interviews; and recommending changes.
- Prepares employees for assignments by establishing and conduction orientation and training programs.
- Manages a pay plan by conduction periodic pay surveys scheduling and condition job evaluations preparing pay budgets; monitoring and scheduling individual pay actions; and recommending, planning, and implementing pay structure revisions.

Accounting:

- Managing the full cycle of accounting activities for the company
- Processing the accounts payable.
- Collating and entering vendor expenses
- Preparing bank statements
- Invoicing clients and customers
- Processing accounts receivable
- Maintain the accuracy of the general ledger
- Processing employee timesheets
- Managing the payroll systems.
- Working with accounting firm to prepare monthly Financial Statements

Company:
Paul Culver Construction, Inc.
2019 - Present

Skills:
Made 2 Management
Peach Tree
Quick Books
Microsoft Office

Years of Experience:
46 Years

Previous Employer(s):
Advanced Manufacturing & Power Systems 2017-2019
FloMet LLC DeLand 2012-2017

Market Leverage Interactive Advertising 2008-2011

Location:
Ms. Pacholsky is located in DeLand and reports to the PCC Daytona Beach Office

201 Osceola Avenue
Daytona Beach, FL 32114

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PAUL CULVER CONSTRUCTION, INC.

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Name: **Reta B. Moore**

Title/Role: **Estimating Coordinator**

Duties Include:

- Keep up to date on all project notices (addendums, Q&A)
- Reach out to subcontractors and suppliers for the proposals.
- Ensures all subcontractors and suppliers are up to date with all project notices.
- Assists the Estimator with assembling the bid package / CM package

Significant Projects List:

- GC/CM Island Doctors, Florida, Mississippi, Alabama
- City of Daytona Beach, Municipal Stadium, Peninsula Club, (Historical Building) Campbell Pool Project $1,085,648.00
- Grand Haven Village $784,864.00
- Embry Riddle Aero University, Drone Lab, Landscaping Project, Door Replacement, Painting of Existing Building $632,000.00
- Halifax Health Ormond Pharmacy Renovation $666,392.00
- Alteration to Fire Station 36 (Volusia County) $813,182.00

Individual Project Experience

- City of Ormond Beach – Various Project $5+M
- Port Orange Elementary Additions & Renovations $2,276549.00
- Additions and Renovations to South Daytona Elementary School $1,341,915.00
- 2010 Fire Station #94 Ormond Beach
- Renovation of Fire Sprinkler & Truck Bay Ventilators Total Project Cost: $200,000
- 2006 Town of Ponce Inlet Fire Station Renovation Total Project Cost: $310,915
- 2005 Fire Station #91 Ormond Beach, Ground Up Total Project Cost: $1,293,592
- 2004 Fire Station #92 Ormond Beach, Ground Up Total Project Cost: $1,330,785

Company:
Paul Culver Construction, Inc.
2018 – Present

Education:
Mainland High School
Daytona State College
Microsoft Office

Timberline Software Key Leader

Notary

Years of Experience:
50 Plus Years of Construction Experience

Previous Employer(s):
Hall Construction Co., Inc
1977 – 2017

Location:
Ms. Moore resides in Ormond Beach and reports to the PCC Daytona Beach Office

201 Osceola Avenue
Daytona Beach, FL 32114

paulculverconstruction.com

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Fax: (386) 322-0007

PAUL CULVER CONSTRUCTION, INC.

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Name: **Kristi Ball**

Title/Role: **Project Administrator, Permitting & Contracts**

Duties Include:

- Permitting / Licensing
- Tracking project documents.
- Company EEO Officer
- Site Safety Plans
- FDOT Documentation
- Conducting administrative duties, such as attending progress meetings, drafting change orders for subcontractors
- Coordinate with Project Management

Projects List:

Masci General Contractor, Inc.

- FDOT – John Young Parkway Improvements $9M+
- City of New Smyrna Beach – Flood Mitigation Phase I & II $12M +
- Volusia County Resurfacing – 2017-2018
- Central Florida Expressway – SR 417 Improvements from Curry Ford Rd. to Lake Underhill Rd. $6M+

Prime Group, LLC

- The Daytona Hotel - $15M+
- Fairfield Inn @ One Daytona - $9M+

General Mechanical Corporation

- Atlantic HS – Aquaculture Lab $233,135.00
- Schnebly Center HVAC Replacement - $211,333.00
- Seabreeze HS – Upgrade Chiller Plant - $1,900,047.00
- Flagler Palm Coast HS – Auditorium Box Office and Restroom Renovation - $1,224,636.00
- Daytona Beach Bandshell Renovation - $998,891.00

Company:
Paul Culver Construction, Inc.
2022 – Present

Education:
North Garland High School
Notary

Years of Experience: 10
Plus Years of Construction Experience

Previous Employer(s):
General Mechanical Corporation Contract Administrator 2018 – 2021

Prime Group, LLC
Onsite Construction Administrator 2017-2018

Masci General Contractor Inc.
Project Coordinator 2011-2017

Location:
Ms. Ball resides in Port Orange and reports to the PCC Daytona Beach Office

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PAUL CULVER CONSTRUCTION, INC.

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Name: **Kaitie Knox**

Title/Role: **Project Administrator - Submittals, Closeouts**

Duties Include:

- Work with the Project Manager to issue Purchase Orders and Subcontracts for the project.
- Collecting, tracking, submitting all submittals.
- Collect, review, and submit all project Closeout Documents.

Firm's Project Experience:

- Draft subcontracts and purchase orders.
- Submit and track submittals and closeout documents.
- Project documentation tracking.
- Coordinate with Project Manager daily.

Project List:

Cor3 Mechanical

- Harmony HS – Renovation $1,330,000
- Campbell MS - Media Center HAC $562,000

General Mechanical Corporation

- Deltona Lakes ES – Upgrade Chiller Plant $989,284
- Seabreeze HS – Upgrade Chiller Plant $1,900,047
- Embry Riddle Aeronautical University – S. Chiller Plant Piping Replacement $446,930
- FCSB - Auditorium Box Office & Restroom Renovation $1,224,636
- Daytona Bandshell Renovation $998,871.77
- Atlantic HS – Aquaculture Lab $233,135
- Schnebly Center HVAC Replacement $211,333

Manson Construction, Inc

- Mississippi State Port Channel Widening and Deepening $3,000,000
- Alabama Tombigbee Waterway Deepening $1,300,000
- Venice, LA Mississippi River Maintenance Dredging $2,000,000

Company:

- Paul Culver Construction
  2023 – Present

Education / Certifications:

- University of North Florida
  BS - Building Construction
- Notary
- OSHA 30 Hour

Years of Experience:

- 15 Years of Construction Experience

Previous Employer(s):

- Cor3 Mechanical
  Project Coordinator
  2022-2023
- General Mechanical Corp
  Project Coordinator
  2013-2022
- Manson Construction
  Field Engineer
  2011-2013

Location:

Ms. Knox resides in New Smyrna Beach and reports to the PCC Daytona Beach Office.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Daytona Beach

   Contact Person: David Waller

   City, State: Daytona Beach, FL

   Telephone Number: 386-671-8681

   Email Address: wallerdavid@codb.us

   Description of goods/services provided: Dickerson Community Center Improvements

   Contract Amount: $1,336,291.40

   Start/End Date of Contract: 07-22-2022 07-14-23

2. Company Name: Embry Riddle Aeronautical University Drone Lab

   Contact Person: Chris Ziolkowski, CEFP

   City, State: Daytona Beach, FL 32114

   Telephone Number: 386-956-5154

   Email Address: ziolkbed@erau.com

   Description of goods/services provided: Construction of Drone Lab

   Contract Amount: $367,365.00

   Start/End Date of Contract: 04-21 10-21

3. Company Name: Urban Air Adenture Park

   Contact Person: Richard Afolabi

   City, State: Daytona Beach, FL

   Telephone Number: 281-710-5959

   Email Address: richard.afolabi@gmail.com

   Description of goods/services provided: 55,000 sq ft. Tenant Improvements including roof lift of 5'4"

   Contract Amount: $4,659,500.00

   Start/End Date of Contract: 10-20-2022 04-14-2023

This document must be completed and returned with your Submittal.

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DICKERSON COMMUNITY CENTER IMPROVEMENTS

1	Contracted Name of Owner:	City of Daytona Beach
2	Owners Representative Name:	David Waller, Deputy Public
3	Address:	950 Bellevue Ave., Daytona Beach, FL 32115
	Email:	veenstramark@codb.us
	Phone:	386-671-8681
	Key Personnel assigned to the project	Paul K. Culver Kevin B. Flynn
4	Construction Delivery Method:	GC
5	Scope of Services:	Completion of improvements of the Community Center Landscape and Site
6	Owner's Construction Budget:	$1,100,000.00
7	Negotiated Guaranteed Maximum Price to Include All Change Orders:	$1,336,291.40
8	Number of Change Orders	9
	Change Order increase of decrease amount	$1,336,291.40
	Reason for Change order	Owner requested increased scope of work
9	Contracted Substantial Date	07/05/2023
	Contracted Final Completion Date	08/05/2023
10	Actual Completion Date	07/14/2023

The Dickerson Center improvements consisted of the Construction of new Basketball Court, Concrete Sidewalk, Fencing, Landscape, Lighting Improvements, Playground with Seat Wall.





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EMBRY RIDDLE AERONAUTIAL UNIVERSITY
DRONE LAB
(Education Building)

1	Contracted Name of Owner:	Embry Riddle Aeronautical University
2	Owners Representative Name:	Chris Ziolkowski, CEFP
3	Address:	1 Aerospace Boulevard, Daytona Beach, FL 32114
	Email:	ziolkbed@erau.edu
	Phone:	386-956-5154
	Key Personnel Assigned to the Project:	Paul K. Culver Kevin B. Flynn
4	Construction Delivery Method:	GC
5	Scope of Services:	Construction of Drone Lab for Embry Riddle Aeronautical University.
6	Owner's Construction Budget:	$367,365.00
7	Negotiated Guaranteed Maximum Price to Include All Change Orders:	$402,538.71
8	Number of Change Orders:	1
	Change Order Increase or Decrease Amount:	$35,173.71
	Reason for Change Order:	Increased scope of work
9	Contracted Substantial Date:	October 05, 2021
	Contracted Final Completion Date:	October 05, 2021
10	Actual Completion Date:	October 05, 2021
11	Permitted Design Capacity	1,935 SF

Embry Riddle Aeronautical University Drone Lab project consisted of a complete demo of an existing space with complete interior improvements/remodel. This demolition/remodel consisted of many trades including electrical, HVAC, and finishes. This project consisted of many specialty items such as Monterey Bi-Fold Nano Walls, Structural Framing for the Nano Walls, Infinity Countertops, Armstrong Woodworks Maple Ceiling, Modular Art Wall Panels, along with Nocturne Nimbus Motor Shades. New VAVs and Trane Controls were installed.





URBAN AIR ADVENTURE PARK – Roof Lift / Tenant Improvements

1	Contracted Name of Owner:	Urban Air Adventure Park
2	Owners Representative Name:	Richard Afolabi
3	Address:	2350 Airport Freeway, Suite 505, Bedford, TX 76022
	Email:	richard.afolabi@gmail.com
	Phone:	281-710-5959
	Key Personnel assigned to the project:	Paul K. Culver & Kevin B. Flynn
4	Construction Delivery Method:	GC
5	Scope of Services:	Roof Lift & Interior Improvements
6	Owner's Construction Budget:	$4,659,500
7	Negotiated Guaranteed Maximum Price to Include All Change Orders:	Lump Sum Project
8	Number of Change Orders:	4
	Change Order Increase or Decrease Amount:	$167,250
	Reason for Change Order:	Owner requested scope changes
9	Contracted Substantial Date:	March 31, 2023
	Contracted Final Completion Date:	April 14, 2023
10	Actual Completion Date:	April 14, 2023
11	Permitted Design Capacity	55,000 SF

Urban Air Adventure Park Project consisted of raising 55,000 SF of the existing roof 5'-4" to accommodate the specialty indoor attractions. The tenant improvements phase consisted of completing the interior build out per Urban Air standards including Health Department and State of Florida Attraction Inspections.

The Urban Air Adventure Park project tasked PCC with receiving, assembling, constructing and having inspected fourteen attractions which were fabricated in Italy and China. This required concise coordination and scheduling with multiple Urban Air Vendors from around the globe.





ISLAND DOCTORS / HUMANA CLINICS

1	Contracted Name of Owner:	Island Doctors Humana Medical Clinics
2	Owners Representative Name:	Dr. Roy H. Hinman, II
3	Address:	100 Arricola Ave., St. Augustine FL 32080
	Email:	islanddocs@aol.com
	Phone:	904-806-3737
	Key Personnel assigned to the project:	Paul K. Culver & Kevin B. Flynn
4	Construction Delivery Method:	Construction Management / GC
5	Scope of Services:	Interior Build Out, Ground Up Construction of Multiple Doctor's Office
6	Owner's Construction Budget:	Cost Plus Negotiated Fee
7	Negotiated Guaranteed Maximum Price to Include All Change Orders:	$20,000,000.00
8	Number of Change Orders:	NA
	Change Order Increase or Decrease Amount:	NA
	Reason for Change Order:	NA
9	Contracted Substantial Date:	2007 to Current
	Contracted Final Completion Date:	In Process
10	Actual Completion Date:	In Process
11	Permitted Design Capacity	56 Clinics from 2,163 SF – 16,560 Totaling 254,000 SF of Medical Offices

Island Doctors / Humana has teamed up with Paul Culver Construction as their Construction Manager since 2007. During this period, PCC has completed $38 Million in work for Island Doctors / Humana constructing facilities all over Florida and into Georgia and Alabama.

These Construction Management projects have been fundamental to Paul Culver Construction's experience and knowledge base.





ADDITIONS & ALTERATIONS - TO FIRE STATION #36

1	Contracted Name of Owner:	County of Volusia
2	Owners Representative Name:	David Ogle
3	Address:	208 Magnolia Ave., Daytona Beach, FL 32114
	Email:	dogle@hoarchitects.com
	Phone:	386-255-6163
	Key Personnel assigned to the project:	Paul K. Culver & Kevin B. Flynn
4	Construction Delivery Method:	GC
5	Scope of Services:	Interior & Exterior Improvements
6	Owner's Construction Budget:	$765,578.00
7	Negotiated Guaranteed Maximum Price to Include All Change Orders:	$813,182.63
8	Number of Change Orders:	2
	Change Order Increase or Decrease Amount:	$62,603.78
	Reason for Change Order:	Owner requested scope changes
9	Contracted Substantial Date:	May 12, 2019
	Contracted Final Completion Date:	June 12, 2019
10	Actual Completion Date:	June 12, 2019
11	Permitted Design Capacity	1,530 SF

Fire Station #36 required Paul Culver Construction's expertise in competing the demolition of the existing Fire Station, expansion and construction of the new apparatus bays, dispatch center, gym, sleeping quarters, power & low voltage wiring, mechanical systems and finishes for a complete project in accordance with all local state and federal codes.





PHOENIX EAST AVIATION

1	Contracted Name of Owner:	Phoenix East Aviation Flight School
2	Owners Representative Name:	John Bigham / Brendan Bozzuto
3	Address:	Airport Road, Bunnell, Florida
	Email:	johnb@pea.com / brendanb@pea.com
	Phone:	860-417-8955
	Key Personnel Assigned to the Project:	Paul K. Culver Kevin B. Flynn
4	Construction Delivery Method:	GC
5	Scope of Services:	Completed 6,000 SF Aviation Flight School, accelerated construction schedule- turning the project over to owner 45 days ahead of schedule
6	Owner's Construction Budget:	$493,608.00
7	Negotiated Guaranteed Maximum Price to Include all change orders:	$552,962.00
8	Number of Change Orders:	2
	Change Order Increase or Decrease Amount:	$34,25400
	Reason for Change Order:	Additional Work Requested by Owner
9	Contracted Substantial Date:	06-2018
	Contracted Final Completion Date:	06-2018
10	Actual Completion Date:	06-2018

This project expanded Paul Culver Construction's experience of working on an accelerated schedule and being successful in delivering the project ahead of schedule. Although we were ahead of sched we ensured the quality of the project remained.





PAUL CULVER CONSTRUCTION, INC.

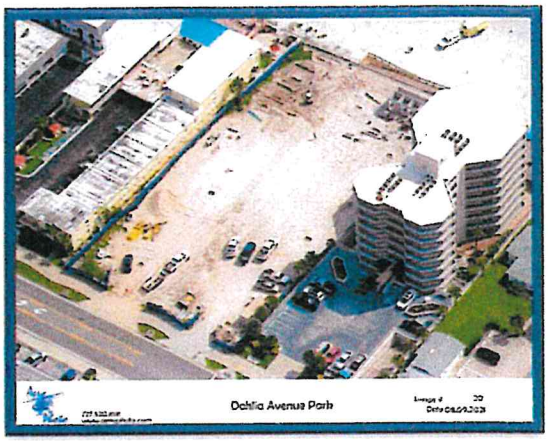
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DAHLIA PARK

1	Contracted Name of Owner:	County of Volusia
2	Owners Representative Name:	David Ogle, Architect
3	Address:	208 Magnolia Ave., DB, FL 32114
	Email:	dogle@hoarchitects.com
	Phone:	386-255-6163
	Key Personnel Assigned to the Project:	Paul K. Culver Kevin B. Flynn
4	Construction Delivery Method:	GC
5	Scope of Services:	Completion of Beachside Park with Beach Access
6	Owner's Construction Budget:	$990,000.00
7	Negotiated Guaranteed Maximum Price to Include All Change Orders:	$1,138,847.61
8	Number of Change Orders:	2
	Change Order Increase or Decrease Amount:	$148,847.61
	Reason for Change Order:	Increased scope of work to install owner supplied equipment
9	Contracted Substantial Date:	----------
	Contracted Final Completion Date:	03-15-2022
10	Actual Completion Date:	03-15-2022

Dahlia Park enhanced Paul Culver Construction's experience with the construction of a park and working with the required environmental aspects.





PECK PARK

1	Contracted Name of Owner:	County of Volusia
2	Owners Representative Name:	David Ogle, Architect
3	Address:	208 Magnolia Ave., DB, FL 32114
	Email:	dogle@hoarchitects.com
	Phone:	386-255-6163
	Key Personnel assigned to the project	Paul K. Culver Kevin B. Flynn
4	Construction Delivery Method:	GC
5	Scope of Services:	Completion of Beachside Park with Beach Access
6	Owner's Construction Budget:	$1,249,000.00
7	Negotiated Guaranteed Maximum Price to Include All Change Orders:	$1362,502.43
8	Number of Change Orders	2
	Change Order increase of decrease amount	$113,502.43
	Reason for Change order	Increased scope of work, installed owner supplied equipment
9	Contracted Substantial Date	11-12-2021
	Contracted Final Completion Date	03-15-2022
10	Actual Completion Date	03-15-2022

Like Dahlia Park, Peck Park also continued to enhance Paul Culver Construction's experience with the sensitive construction of a park incorporating the required environmental considerations into construction.





Tab C **Strength of Approach and Value-Added Services (Weight 20%)**

1. **Provide our firm's approach to achieving the identified tasks.**
2. **Identify project opportunities and challenges and how you would recommend challenges be addressed along with value-added services your firm can provide.**

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PROJECT APPROACH

General Construction & Management Approach

Construction management at risk is an innovative approach to the construction project delivery methods. Paul Culver Construction uses this delivery method by flowing from the design of a project to the bidding of material and skills and then into the building or construction phase. This method is especially beneficial since the wake of COVID-19 which has resulted in a significant increase in material cost. Paul Culver Construction, Inc. (PCC) is about its name. We do not want to be known as just another general construction company, we want to be known based on the values of this company: honest, hardworking, reliable, and creditable, with people that do what they say and mean it. Our motto is "Quality work by skilled Craftsmen", and our philosophy is based on exceptional organization. PCC believes organization is the absence of chaos and chaos is the absence of organization. We always strive for impeccable organization from the estimation of a project to the final completion.

From estimation to the completion of all our projects, we follow the rule of the "Four B's"

1.) Budget the project ourselves
2.) Bid the project (vendor & subcontractor quotes)
3.) Buy out the project (issue purchase orders & subcontracts)
4.) Build the project

PCC understands the five key green design categories are as below:

- Sustainable sites
- Water efficiency
- Energy and atmosphere
- Materials and resources
- Indoor environmental quality

Quality Control / Inspection

Paul Culver Construction, Inc. achieves quality control using QA/QC meetings on a regular basis. We require mock-ups of typical installations, pre-installation meetings with subcontractors and their second-tier subcontractors, inspection of materials, inspection of installed work / thorough first inspections, and precise record keeping. Our Project Superintendents keep a vigilant eye to ensure all subcontractors are meeting the standards established by PCC and their contractual obligation. Our Project Managers make frequent jobsite visits to coordinate with the project superintendent to confirm all QC standards are being implemented. All PCC job site trailers are equipped with a laptop, printer and binder including all subcontractors scope of work, approved submittals, RFIs, ASIs, and all relevant project information. This allows for comprehensive QC checks throughout the duration of construction, which helps ensure we have a small punch list at the end of the project. PCC implements these standards on all our projects.

Schedule

The schedule should include preconstruction activities which are as important to the project as the construction activities. These activities include planning, permitting, schematic design, design development, construction documents, and the overall details of construction sequencing and coordination.

Our estimating staff is very proficient at utilizing programs, such as Microsoft Projects, with as much or as little detail as a project or owner may require. The project schedule becomes a tool for managing the entire project.

Regular schedule updates, two-week look-ahead, and weekly onsite meetings with the trade contractors are key activities to monitor progress. Formal end of the month updates are used to isolate any schedule deficits. Any deficits are addressed through meetings with the delivery team to develop recovery schedules, which may incorporate revised sequences, work-a-rounds, and extended work hours to regain schedule.

PCC recently completed a project which showcased our strength of keeping subcontractors on schedule while still mitigating budget overruns. From the start of the Urban Air Adventure Park project there was a firm date of when the soft opening and hard opening of the attraction would be. During construction there were several owner directed changes to the scope of work, as well as changes to the attractions inside the venue. These changes created additional workdays, but the opening date was to remain the same. PCC worked with our own staff along with specialty subcontractors from Ireland, Spain, Italy, Washington, Texas, and Oklahoma by working six days a week at 10-hour days to ensure a timely finish. We were able to meet the original scheduled completion date and remain within the allotted budget for the owner directed change orders.

Cost Control / Bidding Phase

As each project approaches the point of bidding, our estimating department uses our extensive directory of vendors and subcontractors to notify each trade contractor within our community to obtain interest on the project. We use dropbox which provides the trades with the plans and specifications, which also may be updated as needed. Targeted telephone and in-person contact are made with key trade contractors to stimulate interest.

Based upon this process, a list of probable bidders is generated and reviewed. Should any deficits in the number, type (i.e., majority vs. MWBE) or quality of bidders be noted, then further efforts are made to generate additional bidders. The list of bidders includes local sources but often includes companies from out of the area to promote the widest range of competition.

Bid Review

During the bidding process, the estimators complete a scope of work detail which is a check list of all bid requirements and components of work that are to be included in the bid. Our estimator carefully reviews each quote against the bid documents and the estimator's own scope of work sheet. Should the quote exclude any items, or have included a scope not requested, an adjustment is made to ensure that all required work is included in the proposal. Specific discussions are held regarding the trade contractor's workforce and other commitments to ensure the ability to perform. Based on the outcome of the scope review, any final adjustments are made, and a determination is made of the preferred bidder for contract award. A recent project where it became evident not

Bid Review (continued)

all vendors provided all their required scope was the Daisy Stocking Park project. Our estimator quickly made note of the discrepancies then reached out to each vendor to ensure all required elements were incorporated in their quotes. This project required many specialty items which further highlighted the importance of all vendors and subcontractors to have all required items.

Construction Methods

PCC is very careful when it comes to jobsite controls and protecting neighboring properties. We recently had a project where this became an important issue for a homeowner of a $1.5 million beachside residence. For the Boylston Beach Approach project, when hurricane Nicole came through in 2022, extensive damage was done to the jobsite which would have affected the residential home. PCC installed temporary seawalls, backfilled, and compacted the soil to protect the home and keep it from falling onto the beach. Due to our preparedness, this homeowner did not lose their home and was able to continue to reside in it.

Contract Administration

During the duration of construction, we have a cost control system which will be used to track both the budget and accounting simultaneously. We track the original budget, adjusted budget, committed to date, earned to date, paid to date, estimate to complete, estimate at completion and variance. The focus is on monitoring whether the contingency amount is appropriate and identifying causes of problem areas. Should budget problems develop in each contract or purchase, work sessions are held with the trade contractor or suppliers to identify potential actions to eliminate or mitigate the problem area.

Personnel

Paul Culver Construction team members are comprised of a wide variety of people who come from varying backgrounds. During the course of the project, our team will keep in constant contact with the County of Volusia to ensure the County is fully aware of the status of the project every step of the way. With weekly meetings, e-mail, and of course a phone call, we will be able to keep all records up to date and sent to the County in a timely manner. PCC recently adapted the industry leading Project Management Cloud Based Software, PROCORE, into our company for smooth functioning projects and communication. This program ensures all personnel are always up to date on all documentation and status of the project. We are also able to invite our subcontractors into Procore so they may easily follow the schedule, plans, submittals and RFIs for the project. This enables for a seamless project as all parties have the most up to date documents and information. PCC also provides our Project Manager and Project Superintendent with job books with all pertinent and non-confidential information to have at hand.

Systems

We maintain a computerized database of over 1500 contacts arranged by trade, location, MWBE certification, etc. Many of our subcontractors have been prequalified based on capacity, bonding capability, performance rating, and specific areas of expertise. The sorting of the database allows a listing to be generated on all trade contractors that meet a specific set of criteria.

Document Control

A wide range of standard documents, including Submittals (and logs), RFI'S (and logs), Daily Reports, Transmittals, etc. will be created. Copies of all documents will be maintained, each individually numbered and kept onsite and in our office. Procore will generate reports that will identify any near-due or past-due replies. The system will notify and remind all parties of any outstanding items to help keep the project on track and nothing slips through the cracks.

Paul Culver Construction understands the importance of keeping all documents secure and protected. PCC utilizes a closely monitored secure server with each user having a secure password to gain access. Any sensitive documents that must be printed are shredded immediately after they are no longer needed. While the hard copy is needed, all employees are instructed to keep the documents locked up when not in use. At no time are any documents available to be viewed by unauthorized persons. In the past, PCC has utilized extra care on documents for tke Lehigh Trailhead project, which is a FDOT/LAP project federally funded with Davis Bacon wages.

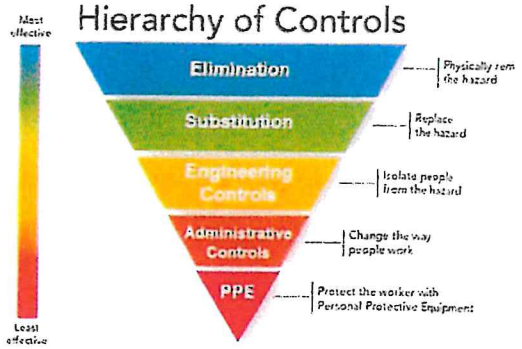
Safety

Paul Culver Construction, Inc. is committed to creating a workplace that is safe, healthy, and injury-free which is evident per our EMR of 1.0. Our employees are our most valuable assets, and their safety and health are our priority. Safety is essential to all business functions and is never compromised under any circumstance. Every employee has a responsibility to maintain a safe work environment.

PCC provides training, consistently reviews our safety procedures, and our goal is to have all employees involved with the company's safety policy. Our Drug and Alcohol policy is strictly enforced with no exceptions. During our recent project, Urban Air Adventure Park, the use of lifts and lulls were necessary to complete the project. They were specifically used to install the elevated go kart track & rails along with all the attraction barrier rails and netting. PCC ensured new safety harnesses were onsite for these lifts and all personnel were using them and inspected prior to each lift.

PCC recognizes the seven core elements that define a safe workplace in construction and implements these core elements into our daily practices.

1. Management Leadership
2. Worker Participation
3. Hazard Identification and Assessment
4. Hazard Prevention and Control
5. Education and Training
6. Program Evaluation and Improvement
7. Communication and Coordination



Safety (continued)
PCC believes a vital element to our everyday practices is to ensure safety and health is a core value for every jobsite and to implement and integrate a written safety & health plan as part of our overall safety and health management system. PCC's written plan will help to ensure worksite hazards are recognized and controlled and all site-specific training needs are addressed. Weekly toolbox talk meetings are held to ensure all workers are actively engaged in our safety standards. This engagement and involvement of workers will encourage them to identify and report hazards, be involved in the plan, and to ensure that work only starts when the right safety and health controls are in place as well as to stop the work when those controls need to be adjusted, replaced, or improved. PCC encourages all workers to report any near miss incidents. These near miss reports bring to light which areas we might need to readdress and/or enhance our safety protocols and employee training.

Some of PCC's additional Safety Procedures include:

- Regularly inspect the facility to detect unsafe conditions and/or work practices.
- Actively participate in the safety and health training programs and evaluate the effectiveness of such programs.
- Plan improvements to existing safety and health rules, procedures, and regulations.
- Assess personal protective equipment needs.
- Oversee emergency response preparedness and drills.
- Serve as a resource for safety questions.
- Plan safety promotions or incentives.
- Immediately investigate any workplace accidents.
- Perform Job Safety Analysis.

Closing Statement

Paul Culver Construction's office is located in Daytona Beach which allows for quick navigation to the project site. We have acted as a Construction Manager / General Contractor on many of the Island Doctors projects since 2007. Island Doctors first opened their office in 1991. Since that time, we have successively completed projects ranging from $100 to over $3.2 Million Dollars totaling over $20 Million dollars throughout the State of Florida. PCC has completed many successful projects with Embry-Riddle Aeronautical University, Halifax Health Medical Center, Volusia County School Board, public municipalities such as The City of Daytona Beach, The City of Ormond Beach, The City of Palm Coast, County of Volusia, Flagler County.

We look forward to working with the City of Port Orange as the CM/GC for General Contracting Services.

Tab D **Financial History**

1. **All Respondents shall provide a financial statement with their proposal, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.**

201 Osceola Ave.
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

Tab E **Proposed fees as completed on (attachment 1) (addendum) Services Costs / Fees Proposal**

1. **Proposer's must complete (Attachment 1) = Services Costs/Fees Proposal and include in Tab E. All labor rates must include all costs associated with the position, such as overhead, administrative costs and profit and must be in line with industry standards.**

201 Osceola Ave.
Daytona Beach, FL 32114
paulculverconstruction.com
Ofc: (386) 763-4190
Fax: (386) 322-0007

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	PAUL CULVER CONSTRUCTION, INC
Contact Person:	Paul K. Culver
Email Address:	paul@paulculverconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	**Unit of Measure**	**Unit Cost** Normal Business Hours (As outlined in Section 3 of RFP)	**Unit Cost** After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	95.00	95.00
Project Manager or equivalent	Hour	85.00	85.00
Project Supervisor/Superintendent or equivalent	Hour	80.00	80.00
Project Coordinator or equivalent	Hour	53.00	78.00
General Carpenter	Hour	50.00	75.00
Tradesman	Hour	50.00	75.00
Journeyman	Hour	50.00	75.00
General Laborer	Hour	31.00	53.00
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	17.5 %	

Ovation Construction Company

361 South Central Avenue
OVIEDO, FLORIDA 32861
(407) 722-4161
Fax: (866) 431-6032
CGC-050878

RFP #24-01
GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS
TABLE OF CONTENTS

1. RFP #24-01 STATEMENT OF INTREST
2. TAB A REQUIRED DOCUMENTS / RFP #24-01 BID FORMS
3. TAB-B QUALIFICATIONS & RELATED EXPERIENCE
4. TAB-C STRENGTH, APPROACH & VALUE-ADDED SERVICES
5. TAB-D FINALCIAL HISTORY
6. TAB-E PROPOSED FEES (ATTACHMENT 1)

Thank you for your consideration.

Sincerely,

Bert Karpinski, President
CGC050878

Ovation Construction Company

361 South Central Avenue
OVIEDO, FLORIDA 32861
(407) 242-5429
Fax: (866) 431-6032
CGC1529549

December 13, 2023

STATEMENT OF INTREST

City of Port Orange

Re: RFP #24-01 General Contracting Services for Small Projects

Dear Sirs and Madams:

Please accept the following information as qualifications for Ovation Construction Company to provide General Contracting Services for small projects $200,000 or less in value.

Ovation Construction is a ***full-service construction company*** capable of general construction, design/build services, estimating & budgeting, and construction management services. We bring the following **Continuing Contract** qualifications for your review:

1. We currently have similar *Continuing Contracts* with municipalities including the following:
    a. University of Central Florida (Projects under $4,000,000, Projects under $500,000 and Stormwater Continuing Services Contract)
    b. City of Orlando (Job Order Contract for projects under $300,000)
    c. Orange County Public Schools (Projects between $25,000 and $300,000)
    d. Valencia Community College (Projects under $4,500,000)
2. **Mr. Michael Provost**, the Vice President that will be managing this contract, oversees all of Ovation Construction's Continuing Service Contracts.
3. Our "Team" has completed hundreds of projects under $200,000 for the said above municipalities and UCF! This includes new construction, repair and maintenance quality, renovations, remodeling, equipment installations, fire code corrections, building code corrections, aesthetic enhancements, technology enhancements, communications modifications, air quality, and sustainability modifications and much more.

We are confident that our past construction experience and high expectations for project success will provide confidence in our professionalism and abilities to perform!

Thank you for your consideration.

Sincerely,
Michael Provost, Vice President

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

____ Form 9.2 – Proposer's Acknowledgement

____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

____ Form 9.4 – Drug Free Preference Statement

____ Form 9.5 – Public Entity Crimes Statement

____ Form 9.6 – Anti-Collusion Form

____ Form 9.7 – Statement of Qualifications

____ Form 9.8 – Professional References for Previous Experience

____ Form 9.9 – Scrutinized Companies Certification

____ Form 9.10 – E-Verify Affidavit

____ Form 9.11 – Debarment, Suspension and Other Responsibility Matters

____ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel

____ Exhibit "A" – Description of Confidential Material

____ Form 9.13 – No Submittal Request Form

____ Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

____Current Bonding Capacity Letter (as outlined in Section 6)

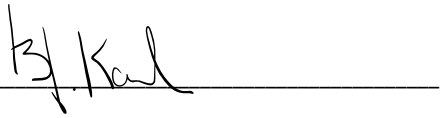
____ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

____ If applicable – copy of county business license of primary business operations

____ (Attachment 1) – Services Costs/Fees Proposal Form

____ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Ovation Construction Company, LLC
Name of Business


Authorized Signature

12/13/23
Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded a contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, do hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

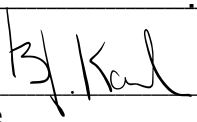
I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

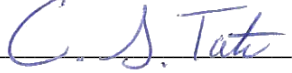
Ovation Construction Company, LLC Name of Business	361 S. Central Ave. Mailing Address
 Authorized Signature	Oviedo, FL. 32765 City, State & Zip Code
Bert Karpinski, President Printed Name and Title	407-722-4161 Telephone Number
56-156-232 Federal Identification No.	Bert@ovationinc.net E-mail Address

STATE OF: FL. COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☒online notarization, this

13th day of December, 2023, by Bert Karpinski and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal



FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this RFP.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# One Date: 12/4/23 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Addendum Acknowledgement and Change Orders Procedures:

Ovation Construction Company, Inc.
Name of Business

Authorized Signature

Bert Karpinski, President
Printed Name and Title

STATE OF: FL. COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

13th day of December, 2023, by Bert Karpinski and who:

X Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Carson S Tata
My Commission HH 022015
Expires 07/21/2024

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faither effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Ovation Construction Company, LLC
Name of Business

Authorized Signature

Bert Karpinski, Pres.
Printed Name and Title

STATE OF: **FL.** COUNTY OF: **Seminole**

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this **13th** day of **December**, 2023, by Bert Karpinski and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of **FL.**
Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Carson S Tata
My Commission HH 022015
Expires 07/21/2024

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Bert Karpinski, who, being by me first duly sworn, made the following statement:

1. The business address of 361 S. Central Ave. Oviedo, FL. 32765 (name of Offeror or business) is Ovation Construction Company, LLC.
2. My relationship to Ovation Construction Company, LLC (name of Offeror or business) is _____ _____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.~~

(Draw a line through paragraph 7 if paragraph 6 above applies)

Ovation Construction Company, LLC
Name of Business

_____
Authorized Signature

STATE OF: Florida

COUNTY OF: Seminole

Bert, Karpinski, President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 15th day of December, 2023, by _____ and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Carson Tata Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Carson S Tata
My Commission HH 022015
Expires 07/21/2024

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Ovation Construction Company, LLC

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: **Bert Karpinski**

TITLE: **President**

ADDRESS: **361 S. Central Ave.**

CITY, STATE AND ZIP CODE: **Oviedo, FL. 32765**

TELEPHONE: **407-242-5429**

F.E.I.N.: **56 2562354**

This document must be completed and returned with your Submittal

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Proposer: Bert Karpinski

B. Permanent main office address: 361 S. Central Ave. Oviedo, FL. 32765

C. Date organized: 2008

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 16

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** See attached

G. General character of work performed by your company: Licensed Commercial General Contracting

H. Have you ever failed to complete any work awarded to you? If so, where and why? NO

I. Have you ever defaulted on a contract? If so, where and why? NO

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** None

K. Experience in work similar to this type of project: 16 years of specializing in Continuing Service Contracts

L. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** See attached

M. Credit currently available: $ $500,000.00

N. Give bank name, contact name and phone number: Regions, Steve Comeau, Branch Manager 407-278-0071

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Proposer's Qualifications.

Ovation Construction Company, LLC
Name of Business

Authorized Signature

Bert Karpinski, President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 15th day of December, 2023, by _____ and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Carson Tata Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Carson S Tata
My Commission HH 022015
Expires 07/21/2024

This document must be completed and returned with your Submittal

Ovation Construction Current Contract List

Date: 12/15/23

Client	Contract Name	Contract Value	Est. Completion Date
Brevard County	Transit Concrete Replacement	$ 212,275.00	12/22/2023
Amtrak	Stormwater Pipe Lining	$ 88,500.00	1/10/2024
City of Orlando	DTR Carpentry Repairs	$ 39,304.80	1/14/2024
City of Orlando	Lake Elola Benches Installation	$ 57,645.25	12/22/2023
UCF	16D Renovation	$ 419,506.34	5/1/2024
UCF	Seminole Hall Staircase Replacem	$ 434,353.42	8/1/2024
UCF	Parking Garage Fall Protection	$ 836,802.88	2/1/2024
UCF	UES Meter Pit	$ 24,774.80	1/14/2024
Orange County Public Schools	West Oaks ES Playgrounds	$ 373,185.67	3/1/2024
Orange County Public Schools	Dillard ES Playgrounds	$ 376,938.60	3/1/2024
Orange County Public Schools	Apopka HS Bleacher Installation	$ 270,825.99	1/14/2024
Orange County Public Schools	Lakeview MS Roofing Repair	$ 80,505.50	1/14/2024
Seminole State College	Awning Installation	$ 51,321.48	3/1/2024
Diocese of Orlando	St. Clare Chapel Renovation	$ 50,628.00	2/1/2024
Diocese of Orlando	Holy Family Restroom Renovation	$ 157,322.47	12/22/2023
City of Winter Park	Building 14 Awning Repairs	$ 13,638.00	12/22/2023
City of Winter Park	Pavillion Reroof	$ 28,679.00	1/14/2024
City of Oviedo	Medical Modulars	$ 299,899.00	4/1/2024

BERT KARPINSKI

PRESIDENT



CONTACT

@ bert@ovationinc.net

407-722-4161

361 S. Central Ave,
Oviedo FL 32765

POSITIONS HELD

PRESIDENT
2008 – Present

Years with Ovation: 13

Years of Experience: 35

ROLE DESCRIPTION

Bert Karpinski started Ovation Construction Company 13 years ago with a focus on providing exceptional customer service. Ovation's accomplishments include multiple Continuing Construction Contracts including Orange County Public Schools, University of Central Florida, and City of Orlando. Mr. Karpinski will function as a Senior Project Manager for GOAA projects and will oversee all projects from start to finish with GOAA.

CONTINUING CONTRACT EXPERIENCE

UNIVERSITY OF CENTRAL FLORIDA 2016-PRESENT
- $4,000,000 and under
- $500,000 and under
- Job Order Contract for $500,000 and under

ORANGE COUNTY PUBLIC SCHOOLS 2012-PRESENT
- $50,000 to $275,000

CITY OF ORLANDO 2016-PRESENT
- Job Order Contract for $300,000 and under

CITY OF WINTER PARK 2018-PRESENT
- $275,000 and under

VALENCIA COLLEGE 2017-PRESENT
- $4,500,000 and under

LICENSE & CERTIFICATIONS

CLASS A GENERAL CONTRACTOR CGC050878
PMP CERTIFIED ID#: 02687

EDUCATION

MASTERS DEGREE IN CONSTRUCTION MANAGEMENT, 1989
University of Florida

BACHELORS OF DESIGN IN ARCHITECTURE, 1987
University of Florida

Ovation Construction, Inc.



MICHAEL PROVOST

VICE PRESIDENT

CONTACT

michael@ovationinc.net

407-242-5429

361 S. Central Ave,
Oviedo FL 32765

POSITIONS HELD

VP OF OPERATIONS
2021 – Present

SENIOR PM
2016 – 2021

Years with Ovation: 8

Years of Experience: 15

ROLE DESCRIPTION

Michael Provost oversees all of Ovation Construction's Continuing Service Contracts. Mr. Provost is skilled at managing multiple projects concurrently, estimating, managing multi-discipline coordination, giving project presentations to multiple end users, and handling contract administration support for contractors. Mr. Provost has been involved with Renovations to existing Municipal Facilities, New Building Construction, Design/Build Services, Multi-Year Continuing Service Contracting, Emergency Repairs and Routine Maintenance, etc.

EXPERIENCE

UNIVERSITY OF CENTRAL FLORIDA (UCF)

(2016-Present)

- Library Boiler Replacement ($987,358.00)
- Engineering 1 Cyber Lab ($377,383)
- Center for Emerging Media Renovation ($882,612)
- DPAC Emergency Punchlist Assistance ($248,621)
- Engineering 1 Renovation ($635,523)
- DEP IV Reclaim Water Line ($465,096)

LICENSE

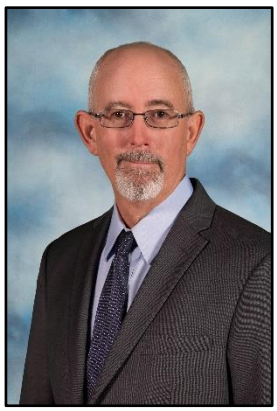
CLASS A GENERAL CONTRACTOR CGC1529549

EDUCATION

BACHELORS DEGREE IN FINANCE, 2007

University of Southern Indiana

Ovation Construction, Inc.



JOE SMULLIN

SENIOR PROJECT MANAGER

CONTACT

joe@ovationinc.net

407-448-4263

361 S. Central Ave,
Oviedo FL 32765

POSITIONS HELD

SENIOR PROJECT MANAGER
2013 – Present

Years with Ovation: 10+

Years of Experience: 30+

ROLE DESCRIPTION

Joe Smullin will be the dedicated main point of contact for the City of Port Orange contract as he has extensive experience with continuing contracts. Mr. Smullin has been working for Ovation Construction for 8 years, which brings his construction experience to over 30 years total. Mr. Smullin is multi-talented in that his experience includes tasks such as pre-construction coordination, design coordination, submittals, scheduling, subcontractor management, on-site client liaison, site supervision, and safety officer for projects ranging from $1,000 to $2,000,000 in a vast variety of categories and project scopes.

EXPERIENCE

ORANGE COUNTY CONTINUING SERVICE CONTRACT

- Mr. Smullin managed the Orange County Continuing Service contract for 13 years and a total of $52,000,000 in projects completed. Project locations included the Orange County Convention Center, Orange County Courthouse and

ORANGE COUNTY PUBLIC SCHOOLS

- Mr. Smullin managed the Orange County Public Schools Continuing Contract for 11 years and a total of $9,000,000 in projects completed.

EDUCATION

ATTENDED CLASSES FOR CONSTRUCTION MANAGEMENT, 1986
Mid Florida Vocational Tech

QUALIFICATIONS/SKILLS

- OSHA-30
- Pre-Construction Coordination
- Supervision
- Quality Control
- Client Relations
- Permitting Coordination
- Scheduling
- Proficient in RS Means

Ovation Construction Company

MIKE FINCK

SUPERINTENDENT



As a construction Superintendent, Mike is responsible for overseeing the successful completion of our projects. Mike oversees coordinates subcontractors, executes timelines and while ensuring safety and quality standards are maintained. Mike is adept at managing multiple jobsites simultaneously while effectively communicating with all stakeholders, from the project team to the clients.

CONTACT

Mike.finck@ovationinc.net

516-384-2302

361 S. Central Ave,
Oviedo FL 32765

Oviedo, Florida

POSITIONS HELD

SUPERINTENDENT
2022 – Present

Years with Ovation: 2

Years of Experience: 14

EXPERIENCE

SUPERINTENDENT

UNIVERSITY OF CENTRAL FLORIDA (UCF)
(2022-Present)

- Tech Commons Data Mining Lab ($38,956)
- Student Health Services Washer / Dryer ($31,205)
- Partnership 1 Restroom Partitions ($70,768)
- TCH Interior Renovation & Trailer 541 ($233,286)
- DPAC Door Addition & Electrical ($24,312)

Lead Foreman for a Large Insulation Company
New York, NY

- Citi Field
- Freedom Tower
- Hudson Yards Tower A
- Astoria Powerhouse in Queens, NY

EDUCATION

INDUSTRIAL ENGINEERING

UNIVERSITY OF LONG ISLAND
Bachelors, 2009

QUALIFICATIONS/SKILLS

- Engineering Bachelor's Degree
- OSHA-30
- JLA Badged through OCPS
- Badged through OUC
- Resource Allocation
- Communication
- Budget Control
- Problem Solving
- Attention to Detail
- Client Relationships
- Multi-Tasking

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: **City of Orlando**
   Contact Person: **Todd Damon, Facilities Project Manager**
   City, State: **Orlando, FL.**
   Telephone Number: **407-246-2850**
   Email Address: **Todd.damon@orlando.gov**
   Description of goods/services provided: **Job Order Contracting**
   Contract Amount: _____
   Start/End Date of Contract: _____
2. Company Name: **City of Winter Park**
   Contact Person: **Leif Bouffard, Facilities/Special Project Manager**
   City, State: **Winter Park, FL.**
   Telephone Number: **321-303-4867**
   Email Address: **lbouffard@cityofwinterpark.org**
   Description of goods/services provided: **Continuing Service Contract for repairs and construction services under 300k**
   Contract Amount: **Under 300k**
   Start/End Date of Contract: **2020 to**
3. Company Name: **UCF**
   Contact Person: **Walter Gordon, Construction Portfolio Manager**
   City, State: **Orlando, FL.**
   Telephone Number: **689-206-3555**
   Email Address: **Walter.Gordon@ucf.edu**
   Description of goods/services provided: **Continuing General Contracting Services Contract**
   Contract Amount: **Under 500k**
   Start/End Date of Contract: **2015 to 2024**

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Proposer submits that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: **City of Orlando, Todd Damon**

   Phone: **407-246-2850**

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: **8**

   Description of service: **Job Order Contracting**

2. Contact Name: **University of Central Florida, Walter Gordon**

   Phone: **689-206-3555**

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: **6**

   Description of service: **Job Order Contracting & G.C. Construction Services**

3. Contact Name: **Diocese of Orlando**

   Phone: **407-620-3877**

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: **9**

   Description of service: **Complete Commercial General Contracting and Owner's Representative Services**

This document must be completed and returned with your Submittal

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, **Bertin J. Karpinski, President**, on behalf
(Print Name and Title)

of Ovation Construction Company, LLC ("Company"), certify that Ovation Construction Company, LLC
(Company Name) (Company Name)

does not:

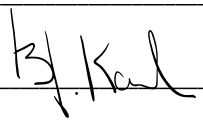
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Ovation Construction Company, LLC
COMPANY NAME


SIGNATURE

Bert Karpinski
PRINT NAME

President
TITLE

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION (page2)

STATE OF FLORIDA

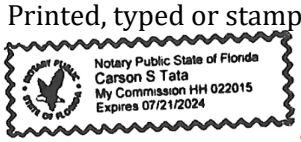
COUNTY OF: _____**Seminole**_____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this __**13th**_ day of _____**December**____, 2023, by_____ and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Carson Tata
_____ Notary Public, State of _____**Florida**_____

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal

FORM 9.10 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: **General Contracting Services for Small Projects**

Solicitation Number: **RFP #24-01**

I, the undersigned hereby certify that Ovation Construction Company, LLC **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Ovation Construction Company, LLC **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Bert Karpinski, President
Print or Type Name, Title

Signature of Affiant

56 25622354
Federal Employer ID Number (FEIN)

1706557
E-Verify Number

STATE OF FLORIDA

COUNTY OF: **Seminole**

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this **13th** day of **December**, 2023, by_____ and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Carson Tata
Printed, typed or stamped name, commission and expiration:

Notary Public, State of **Florida**

Notary Public State of Florida
Carson S Tata
My Commission HH 022015
Expires 07/21/2024

This document to be completed and returned with your Submittal

An official website of the United States government Here's how you know

E-Verify Menu

My Company Account

My Company Profile

Company Information

Company Name
Ovation Construction

Doing Business As (DBA) Name

Company ID
1706557

Enrollment Date
Jun 17, 2021

Employer Identification Number (EIN)
562562354

Unique Entity Identifier (UEI)

DUNS Number
627969970

Total Number of Employees
10 to 19

NAICS Code
236

Sector
Construction

Subsector
Construction of Buildings

Edit Company Information

Employer Category

Employer Category

Local Government

Edit Employer Category

Company Addresses

Physical Address

361 S. Central Ave.
OVIEDO, FL 32765

Mailing Address

361 S. Central Ave.
OVIEDO, FL 32765

Edit Company Addresses

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU





FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;

   (b) Have not withing a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ovation Construction Company, LLC	**RFP #24-01**
Organization Name	Proposal Number
Bert Karpinski, President	**12/13/23**
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

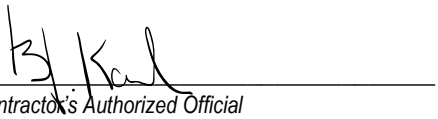
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Ovation Construction Company, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Bert Karpinski, President

Name & Title of Contractor's Authorized Official

Date: **12/13/23**

This document must be completed and returned with your Submittal

NIELSON, MOSHOLDER & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

December 11, 2023

City of Port Orange

Re: Ovation Construction Company

To Whom it May Concern:

This letter is to serve as a general Statement of Bondability for Ovation Construction Company. Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds. Ovation Construction Company has a bonding capacity on single projects of $4,500,000. and total aggregate capacity of $10,000,000.

They are currently bonded through Merchants Bonding Company (Mutual). The Surety Company has an AM Best Rating of A VIII.

Ovation Construction Company is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,
Merchants Bonding Company (Mutual)

Laura D. Mosholder
Attorney-In-Fact

4380 St. Johns Parkway
Suite 110
Sanford, FL 32771
P: 407.330.3990
F: 407.330.3949
W: nielsonbonds.com

This Page Is Also Available In TAB-D

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KARPINSKI, BERTIN JOSEPH JR

OVATION CONSTRUCTION COMPANY, LLC
786 S LAKE CLAIRE CIRCLE
OVIEDO FL 32765

LICENSE NUMBER: CGC050878

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Detail by Entity Name

Florida Limited Liability Company
OVATION CONSTRUCTION COMPANY, LLC

Filing Information

Document Number	L23000322715
FEI/EIN Number	NONE
Date Filed	07/10/2023
Effective Date	02/21/2006
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	07/10/2023
Event Effective Date	NONE

Principal Address

361 S. CENTRAL AVE
OVIEDO, FL 32765

Mailing Address

P.O. BOX 621287
OVIEDO, FL 32762

Registered Agent Name & Address

KARPINSKI, BERT
361 S. CENTRAL AVE
OVIEDO, FL 32765

Authorized Person(s) Detail

Name & Address

Title MGR

KARPINSKI, BERT
361 S. CENTRAL AVE
OVIEDO, FL 32765

Annual Reports

No Annual Reports Filed

Document Images

07/10/2023 -- Florida Limited Liability View image in PDF format

20 24

CITY OF OVIEDO
LOCAL BUSINESS TAX RECEIPT

400 ALEXANDRIA BLVD • OVIEDO, FL 32765 • 407-971-5775
WWW.CITYOFOVIEDO.NET

Business Name: OVATION CONSTRUCTION COMPANY L
Location Address: 361 S CENTRAL AVE

Receipt Number	Issue Date	Exp Date	Business Tax	Penalty	Total
24-00017809	August 28, 2023	September 30, 2024	45.00	0.00	45.00
SEMINOLE COUNTY REGULATED B					
24-00017808	August 28, 2023	September 30, 2024	100.00	0.00	100.00
GENERAL CONTRACTOR					

COMMENTS: CGC050878

RESTRICTIONS:

CONTROL # : 9694

MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT BUSINESS LOCATION

OVATION CONSTRUCTION COMPANY L
361 S CENTRAL AVE

OVIEDO FL 32765-9031

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	Ovation Construction
Contact Person:	Joe Smullin
Email Address:	joe@ovationinc.net
Authorized Signature:	Joe Smullin

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	Unit Cost Normal Business Hours (As outlined in Section 3 of RFP)	Unit Cost After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	105	125
Project Manager or equivalent	Hour	70	75
Project Supervisor/Superintendent or equivalent	Hour	60	65
Project Coordinator or equivalent	Hour	30	35
General Carpenter	Hour	55	65
Tradesman	Hour	55	65
Journeyman	Hour	45	50
General Laborer	Hour	30	35
Safety Officer	Hour	70	75
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	15 %	

Also see TAB E

Ovation Construction, Inc.

TAB B: QUALIFICATIONS AND RELATED EXPERIENCE

A. **Firm Name and Address:**

- Ovation Construction Company, LLC.
  361 S. Central Ave.
  Oviedo, FL 32765

B. **Point of Contact for All Future Correspondence and/or Communications:**

- Michael Provost, Vice President of Operations
  Michael@ovationinc.net
  Phone Number: 407-242-5429
  Fax Number: 866-431-6032

C. **Type of Business:**

- Ovation Construction is a LLC that is 100% owned by Bertin J. Karpinski.

D. **State of Incorporation:**

- Florida

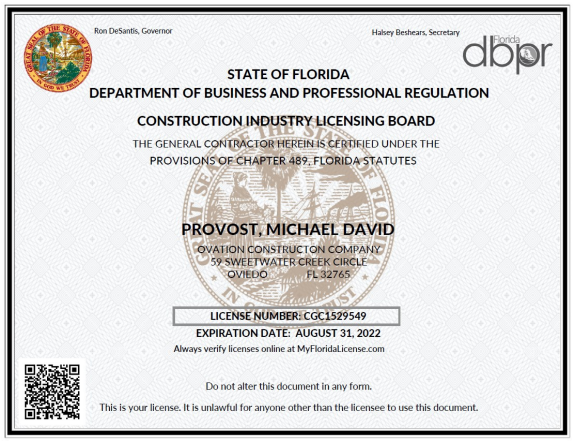
E. **Number of years in business:**

- Fifteen (15)

F. **Name(s) and contact information of key personnel:**

- Bertin J. Karpinski, President 407-722-4161 bert@ovationinc.net
- Michael Provost, Vice President 407-242-5429 michael@ovatoininc.net
- Joe Smullin, Senior Project Manager 407-448-4263 joe@ovationinc.net
- Mike Finck, Superintendent, 407-350-9408 mike.finck@ovationinc.net


Ron DeSantis, Governor
Halsey Beshears, Secretary
Florida dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
KARPINSKI, BERTIN JOSEPH JR
OVATION CONSTRUCTION COMPANY
361 SOUTH CENTRAL AVE
OVIEDO FL 32765
LICENSE NUMBER: CGC050878
EXPIRATION DATE: AUGUST 31, 2022
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Ron DeSantis, Governor
Halsey Beshears, Secretary
Florida dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
PROVOST, MICHAEL DAVID
OVATION CONSTRUCTION COMPANY
59 SWEETWATER CREEK CIRCLE
OVIEDO FL 32765
LICENSE NUMBER: CGC1529549
EXPIRATION DATE: AUGUST 31, 2022
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Ovation Construction, Inc.



MICHAEL PROVOST

VICE PRESIDENT

CONTACT

michael@ovationinc.net

407-242-5429

361 S. Central Ave,
Oviedo FL 32765

POSITIONS HELD

VP OF OPERATIONS
2021 – Present

SENIOR PM
2016 – 2021

Years with Ovation: 8

Years of Experience: 15

ROLE DESCRIPTION

Michael Provost oversees all of Ovation Construction's Continuing Service Contracts. Mr. Provost is skilled at managing multiple projects concurrently, estimating, managing multi-discipline coordination, giving project presentations to multiple end users, and handling contract administration support for contractors. Mr. Provost has been involved with Renovations to existing Municipal Facilities, New Building Construction, Design/Build Services, Multi-Year Continuing Service Contracting, Emergency Repairs and Routine Maintenance, etc.

EXPERIENCE

UNIVERSITY OF CENTRAL FLORIDA (UCF)

(2016-Present)

- Library Boiler Replacement ($987,358.00)
- Engineering 1 Cyber Lab ($377,383)
- Center for Emerging Media Renovation ($882,612)
- DPAC Emergency Punchlist Assistance ($248,621)
- Engineering 1 Renovation ($635,523)
- DEP IV Reclaim Water Line ($465,096)

LICENSE

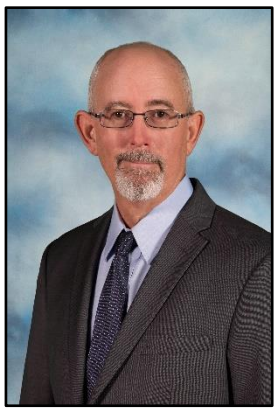
CLASS A GENERAL CONTRACTOR CGC1529549

EDUCATION

BACHELORS DEGREE IN FINANCE, 2007

University of Southern Indiana

Ovation Construction, Inc.



JOE SMULLIN

SENIOR PROJECT MANAGER

CONTACT

joe@ovationinc.net

407-448-4263

361 S. Central Ave,
Oviedo FL 32765

POSITIONS HELD

SENIOR PROJECT MANAGER
2013 – Present

Years with Ovation: 10+

Years of Experience: 30+

ROLE DESCRIPTION

Joe Smullin will be the dedicated main point of contact for the City of Port Orange contract as he has extensive experience with continuing contracts. Mr. Smullin has been working for Ovation Construction for 8 years, which brings his construction experience to over 30 years total. Mr. Smullin is multi-talented in that his experience includes tasks such as pre-construction coordination, design coordination, submittals, scheduling, subcontractor management, on-site client liaison, site supervision, and safety officer for projects ranging from $1,000 to $2,000,000 in a vast variety of categories and project scopes.

EXPERIENCE

ORANGE COUNTY CONTINUING SERVICE CONTRACT

- Mr. Smullin managed the Orange County Continuing Service contract for 13 years and a total of $52,000,000 in projects completed. Project locations included the Orange County Convention Center, Orange County Courthouse and

ORANGE COUNTY PUBLIC SCHOOLS

- Mr. Smullin managed the Orange County Public Schools Continuing Contract for 11 years and a total of $9,000,000 in projects completed.

EDUCATION

ATTENDED CLASSES FOR CONSTRUCTION MANAGEMENT, 1986
Mid Florida Vocational Tech

QUALIFICATIONS/SKILLS

- OSHA-30
- Pre-Construction Coordination
- Supervision
- Quality Control
- Client Relations
- Permitting Coordination
- Scheduling
- Proficient in RS Means

Ovation Construction Company

MIKE FINCK

SUPERINTENDENT



As a construction Superintendent, Mike is responsible for overseeing the successful completion of our projects. Mike oversees coordinates subcontractors, executes timelines and while ensuring safety and quality standards are maintained. Mike is adept at managing multiple jobsites simultaneously while effectively communicating with all stakeholders, from the project team to the clients.

CONTACT

Mike.finck@ovationinc.net

516-384-2302

361 S. Central Ave,
Oviedo FL 32765

Oviedo, Florida

POSITIONS HELD

SUPERINTENDENT
2022 – Present

Years with Ovation: 2

Years of Experience: 14

EXPERIENCE

SUPERINTENDENT

UNIVERSITY OF CENTRAL FLORIDA (UCF)
(2022-Present)

- Tech Commons Data Mining Lab ($38,956)
- Student Health Services Washer / Dryer ($31,205)
- Partnership 1 Restroom Partitions ($70,768)
- TCH Interior Renovation & Trailer 541 ($233,286)
- DPAC Door Addition & Electrical ($24,312)

Lead Foreman for a Large Insulation Company
New York, NY

- Citi Field
- Freedom Tower
- Hudson Yards Tower A
- Astoria Powerhouse in Queens, NY

EDUCATION

INDUSTRIAL ENGINEERING

UNIVERSITY OF LONG ISLAND
Bachelors, 2009

QUALIFICATIONS/SKILLS

- Engineering Bachelor's Degree
- OSHA-30
- JLA Badged through OCPS
- Badged through OUC
- Resource Allocation
- Communication
- Budget Control
- Problem Solving
- Attention to Detail
- Client Relationships
- Multi-Tasking

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: **City of Orlando**
   Contact Person: **Todd Damon, Facilities Project Manager**
   City, State: **Orlando, FL.**
   Telephone Number: **407-246-2850**
   Email Address: **Todd.damon@orlando.gov**
   Description of goods/services provided: **Job Order Contracting**
   Contract Amount: _____
   Start/End Date of Contract: _____
2. Company Name: **City of Winter Park**
   Contact Person: **Leif Bouffard, Facilities/Special Project Manager**
   City, State: **Winter Park, FL.**
   Telephone Number: **321-303-4867**
   Email Address: **lbouffard@cityofwinterpark.org**
   Description of goods/services provided: **Continuing Service Contract for repairs and construction services under 300k**
   Contract Amount: **Under 300k**
   Start/End Date of Contract: **2020 to**
3. Company Name: **UCF**
   Contact Person: **Walter Gordon, Construction Portfolio Manager**
   City, State: **Orlando, FL.**
   Telephone Number: **689-206-3555**
   Email Address: **Walter.Gordon@ucf.edu**
   Description of goods/services provided: **Continuing General Contracting Services Contract**
   Contract Amount: **Under 500k**
   Start/End Date of Contract: **2015 to 2024**

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Proposer submits that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: **City of Orlando, Todd Damon**

   Phone: **407-246-2850**

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: **8**

   Description of service: **Job Order Contracting**

2. Contact Name: **University of Central Florida, Walter Gordon**

   Phone: **689-206-3555**

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: **6**

   Description of service: **Job Order Contracting & G.C. Construction Services**

3. Contact Name: **Diocese of Orlando**

   Phone: **407-620-3877**

   Current Client: ☒ Yes ☐ No

   Number of years of service provided: **9**

   Description of service: **Complete Commercial General Contracting and Owner's Representative Services**

This document must be completed and returned with your Submittal

Ovation Construction, Inc.

TAB C APPROACH AND VALUE-ADDED

A. SIMILAR PROJECTS

Ovation Construction specializes in Municipal projects and has completed hundreds of educational and government projects. Our client list includes the Volusia County, University of Central Florida, Daytona State College, Orange County Public Schools, City of Winter Park, City of Orlando and Diocese of Orlando. Below are some limited examples of projects similar in scope to projects to be performed through this stormwater contract.

UNIVERSITY OF CENTRAL FLORIDA
Project Name: Greek Park Pipe Lining
Contact Amount: $81,600.22



VALENCIA COLLEGE
Project Name: East Campus Concrete Installation
Contract Amount: $17,455.00



ORANGE COUNTY PUBLIC SCHOOLS
Project Name: Rock Springs Sally Port
Contract Amount: $34,741.43



CITY OF WINTER PARK
Project Name: Winter Pines Awning
Contract Amount: $41,842.00



DIOCESE OF ORLANDO
Project Name: Bishop Moore Restroom Renovation
Contract Amount: $22,599.90



Ovation Construction, Inc.

B. WORKING WITH MUNICIPAL CLIENTS

Ovation Construction has successful project experiences with the following municipal clients:

- Volusia County
- Daytona State College
- City of Orlando
- University of Central Florida
- Orange County Public Schools
- City of Winter Park

Through these experience, we have adapted and recognized the required list of standards, procedures and processes of each Municipal Entity.

The following is a partial list of projects completed for the **UNIVERSITY OF CENTRAL FLORIDA** in 2021. These projects reflect our experience and ability to complete Municipal projects. This is a small part of Ovation Construction and proves we know the procedures and construction standards required for any municipal project!

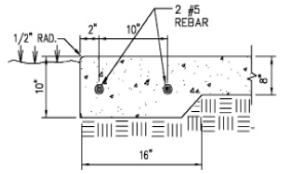
	UCF JOBS Fiscal Year 2021	Contract Value
1	2020 Campus Wide Sidewalk Repairs	$ 321,213.00
2	Utility Building Gate	$ 3,360.00
3	Kallwall Replacement	$ 172,321.00
4	Physical Sciences 318 Lab	$ 88,530.00
5	ADA Restroom	$ 59,466.41
6	ARC Platforms	$ 34,968.00
7	Physical Sciences 151 Lab	$ 38,280.00
8	Welcome Center Stormwater	$ 3,192.00
9	HPA Sidewalk Remove and Replace	$ 10,832.17
10	Rec Wellness Water Intrusion	$ 160,459.30
11	2019 Storm Water Repairs	$ 27,525.14
12	Pi Phi Window Infill	$ 4,752.00
13	CEM Lobby Painting and Exterior Signage	$ 199,980.00
14	Bus Loop	$ 179,943.10
15	Engineering Lab 114	$ 89,856.50
16	Ara Dr. Resurfacing	$ 207,488.89
17	HEC Concrete Repairs	$ 28,800.00
18	FIEA Lobby Painting	$ 34,755.60
19	CEM Exterior Painting	$ 149,980.00
20	Creative School Plumbing Infastrucure	$ 11,400.00

Total Completed UCF Projects for 2021 $ 1,827,103.11

Ovation Construction, Inc.

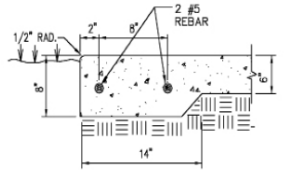
STANDARDS EXAMPLE: Sidewalks

Each municipality has their own standards and preferred means and methods. UCF for example wants all sidewalks to be 6 inches minimum. Ovation Construction makes sure we are intimately familiar with each clients specific needs and preferred methods to ensure the client is happy on every project.



10' WIDE OR WIDER CONC. WALK – THICKENED EDGE

Ovation's team of project managers and superintendents review all applicable standards at the beginning of every project. An example of this is the 2019 Campus Wide Sidewalk Repairs. We reviewed each of the 47 repair locations and applied which type of sidewalk is required per the most recent version of UCF Standards. To the right is an example of the UCF standards for sidewalks of various sizes. This detail is from page D.32-3 from the most current version of the UCF Design, Construction and Renovation Standards dated February 8, 2021.



UP TO 10' WIDE CONC. WALK – THICKENED EDGE



PROCESSES EXAMPLE: e-Builder

Ovation Construction is very experienced with construction software that helps facilitate expedient completion of projects. Orange County Public Schools and UCF have implemented e-Builder both as a project management tool as well as a bidding module. The entire Ovation Construction team participates in the e-Builder training sessions to ensure proper communication from start to finish on every project. Ovation Construction has completed dozens of projects and bids using the e-Builder software. If the City of Port Orange utilizes construction software Ovation Construction will have no issues understanding and implementing its utilization.

e-Builder® A TRIMBLE COMPANY

C. COST ESTIMATING

During the execution of a project, procedures for cost estimating, control and record keeping become indispensable tools to managers and other participants in the construction process. See the next page for a detailed cost breakdown for a project in the $500,000-$2,000,000 range.

Ovation Construction, Inc.

EXAMPLE PROJECT COST ESTIMATE:

DAYTONA STATE COLLEGE

DAYTONA STATE COLLEGE
Hospitality Brewery Lab Project OV17016

This is an example of a detailed cost estimate utilized to successful complete a project for Daytona State College.

Date: 3/7/17
PREPARED BY: Ovation Construction
CONTRACT AMOUNT: $ 1,121,588.20

ITEM	DESCRIPTION	SUBCONTRACTOR	FINAL AMOUNTS
1	P.M. Administrative	Ovation Construction	$ 9,000.00
2	Superintendent	Ovation Construction	$ 25,500.00
3	General Conditions	Ovation Construction	$ 14,600.00
4	Plans & As Builts	Ovation Construction	$ 400.00
5	General & Final Cleaning	Daisy Fresh	$ 3,725.00
6	Dumpsters	Samasula Waste	$ 2,400.00
7	Lift Rentals	SunBelt Rentals	$ 8,200.00
8	Demolition	L&L Demolition	$ 15,000.00
9	Core Drilling, CMU Cutting & Removal	Big T Cutting & Breaking	$ 4,255.00
10	Concrete & CMU	Urban Construction	$ 7,245.00
11	Roofing & Insulation	Addudell & Atlantic Insulation	$ 6,200.00
12	Brewery Steel, Platform & Bracings	Anytime Embeds	$ 10,900.00
13	Fabreeka Bearing Pads	An time Embeds	$ 980.00
14	Doors & Hardware	RayHaven Group	$ 7,210.00
15	Glass	Hogan	$ 12,874.00
16	Millwork	J&J Millwork	$ 43,716.00
17	Counter-Tops & Stainless	J&J Millwork	$ 18,810.00
18	Framing & Drywall	McCabe Construction	$ 25,300.00
19	Acoustical Ceilings	McCabe	$ 4,050.00
20	Sound Absorption Panels	McCabe	$ 11,500.00
21	Sound Absorption Panels, Installations	McCabe	$ 3,200.00
22	Insulation	McCabe	$ 1,100.00
23	Protective Koragard Wall Coverings	Koragard & Fred Love Walls	$ 5,300.00
24	Tile	KPT & Williams Flooring	$ 4,200.00
25	Painting	Bowman Painting	$ 7,371.00
26	Stonehard Concrete Epoxy Flooring	Stonehard	$ 28,900.00
27	Signage	Ovation Construction	$ 900.00
28	Bar Equipment	Edward Don & Company	$ 49,700.00
29	Walk-In Cooler	Edward Don & Company	$ 14,240.00
30	Walk-In Cooler w/ Glycol Chiller Beer Systems		$ 7,200.00
31	Black Pipe Foot Rail System	Keg Works	$ 4,826.00
32	Brewery Equipment	PROSPERO	$ 264,420.00
33	Brewery Equipment, Shipping & Installation	Prospero/ANYTIME/Thermal Tech	$ 22,700.00
34	Air Compressor Dryer	Ingersol Rand	$ 1,204.00
35	CO2 System	Eco Lab	$ 7,288.00
36	Brewery Connectors, Hoses & Fittings	McMaster & GW Kent	$ 3,210.00
37	Fire Sprinkler	Wayne Automatic	$ 14,300.00
38	Plumbing	G&W Plumbing	$ 95,200.00
39	Brewery Glycol System Connections	G&W Plumbing	$ 5,608.00
40	Steam System Insulation	Atlantic Insulation	$ 1,016.00
41	Steam System Installations	General Mechanical	$ 8,245.00
42	Water Softener System	Culligan	$ 6,864.00
43	HVAC (Includes C.O.#6 Invoice)	DG Meyer	$ 120,200.00
44	Electrical	Bayshore	$ 106,715.00
45	Misc. Finishes and Brewery Items		$ 13,208.00

TOTAL HARD COST:	$ 1,028,980.00	
Payment & Performance	$ 20,579.60	2%
G.C. COEFFICIENT:	$72,028.60	7%
	$ 1,121,588.20	

Ovation Construction, Inc.

D. COST CONTROL

Cost Control is critical in maintaining an established budget for every project. Often times, cost control starts with the purchasing of materials or hiring of subcontractors. Relative to Cost Control, Ovation has had great success in our procurement process.

PROCUREMENT

Ovation Construction will solicit cost data/proposals from multiple pre-qualified subcontractors and suppliers for each item of work. The solicitations will contain general information about the project and details about the section of work to be bid. Specific information such as scope of work, location, specifications, any available drawings, scheduling restraints, etc. will also be included. Upon receipt, all proposals received are reviewed for deficiencies and scope of work.

Upon issuance of a Purchase Order, Ovation Construction will award subcontracts (with UCF's approval). At this time a pre-construction conference will be scheduled to include the Owner's Representative, Ovation Construction's Representative and the Subcontractor's Representative. We will review the project scope and discuss scheduling and project completion. This will ensure to UCF that the project runs smoothly and no Change Orders will be expected.

Ovation Construction has already successfully completed projects for both Seminole State College and Daytona State College utilizing this Cost Control Method.

Direct Owner Purchase Items: One way for UCF to gain full financial advantage of its contracts is the direct purchase method. UCF can save the taxes on large ticket items if it purchases them directly from the supplier. This is especially recommended for such items as chillers, air handlers, electrical gear and fixtures, etc. Ovation Construction has experience tracking and monitoring these items and evaluating the potential savings associated with such direct purchases.

MULTIPLE SUBCONTRACTORS BIDDING

A critical factor in completing a successful project is finding the right subcontractor for the project. Ovation solicits at least 3 quotes per task or construction division to keep prices as low as possible. Ovation reaches out to new subcontractors regularly and we share lessons learned within our company during our Monday morning meetings along with utilizing our internal subcontractor database that details each subcontractors capabilities and specialties. An example of this was the exterior painting portion of the CEM renovation. We solicited bids from 4 different painters who all came very close to each other in price. We then compared the scope of the project to the capabilities of each of the painters to select the right painting contractor for the task and ended up finishing 6 weeks ahead of schedule.

CHANGE ORDERS

Another aspect of Cost Control is minimizing Project Change Orders. Ovation Construction works hard with our clients to minimize all change orders associated with a project. To this end, we have worked with our clients in the pre-constructions/design phase to ensure a client's budget is met and not exceeded. Communication during the initial walkthrough of the project is key to avoiding change orders, in that all aspects of the project are discussed on the front end, avoiding potential scope gaps.

Ovation Construction, Inc.

E. CONCURRENT PROJECT MANAGEMENT

Ovation Construction is adept at managing multiple projects concurrently. Last year alone Ovation Construction managed **276** projects for Central Florida municpalities throughout the year. Ovation Construction has the man-power and the resources to complete projects being performed at the same time. The following Ovation personnel are dedicated to performing work for the City of Port Orange:

- Mr. Joe Smullin, Senior Project Manager
- Mr. Mike Finck, Project Superintendent

Ovation Construction will also supplement required personnel as necessary.

An additional challenge of working with municipalities, is managing projects throughout Central Florida concurrently. An example of this is the following:

Summer of 2019: Ovation had active projects on all 4 UCF local campuses

- Main Campus– Ara Dr. Resurfacing, Campus Wide Stormwater Repairs,
- Downtown Campus– CEM Renovation and DPAC Punchlist Assistance
- Rosen College of Hospitality– Kitchen Renovation
- Lake Nona Campus– Exterior Door Hardware Replacement

F. COMPLETING PROJECTS ON TIME/ON BUDGET

All of our Municipal projects are schedule sensitive. Whether we are scheduling work around holidays, Summer Break, completing projects over a weekend or meeting a critical deadline, proper scheduling can ensure project success. Ovation's scheduling system clearly communicates the logical construction sequence of activities and their required completion dates. Scheduling stormwater work

Ovation Construction uses the **MICROSOFT PROJECT** scheduling format. We feel this software program will best serve UCF'S needs in developing a pre-construction, preliminary and final schedule necessary for the work. This software provides the tools to create Gant Bar charts and Critical Path Management (CPM) schedules that are user friendly.

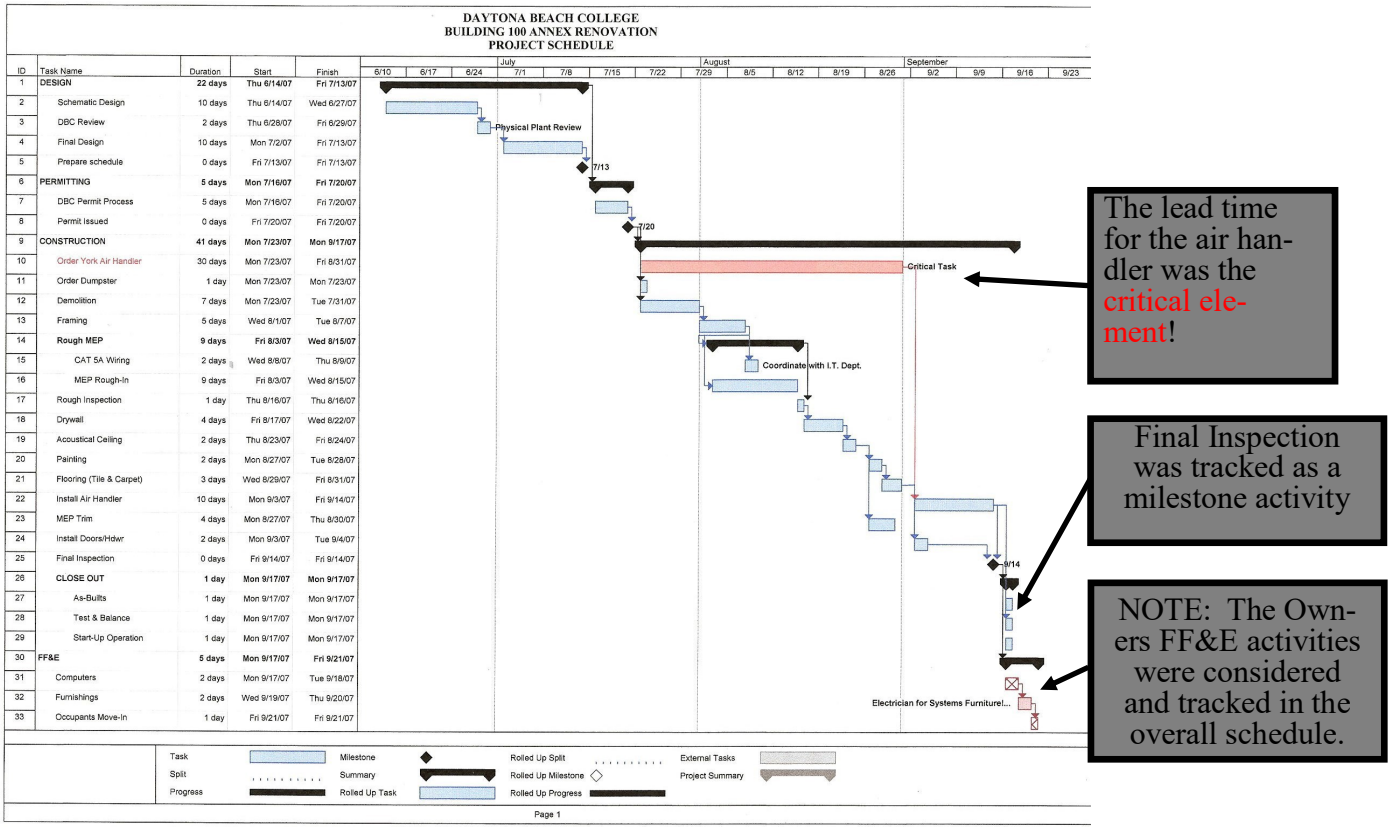
Microsoft Office Project

The following page is an example of a detailed schedule used on an Ovation Construction project.

Ovation Construction, Inc.

EXAMPLE 1:

PROJECT NAME: DAYTONA BEACH COLLEGE BUILDING 100 ANNEX
OWNER: DAYTONA STATE COLLEGE
PROJECT DURATION: 11 Weeks
DESCRIPTION: The Building 100 Annex project included renovating the entire building including design, permitting and construction. **It was imperative to complete this project prior to start of the Fall Semester.** The critical part was the lead time for ordering and installing the New York Air Handler.



ID	Task Name	Duration	Start	Finish
1	DESIGN	22 days	Thu 6/14/07	Fri 7/13/07
2	Schematic Design	10 days	Thu 6/14/07	Wed 6/27/07
3	DBC Review	2 days	Thu 6/28/07	Fri 6/29/07
4	Final Design	10 days	Mon 7/2/07	Fri 7/13/07
5	Prepare schedule	0 days	Fri 7/13/07	Fri 7/13/07
6	PERMITTING	5 days	Mon 7/16/07	Fri 7/20/07
7	DBC Permit Process	5 days	Mon 7/16/07	Fri 7/20/07
8	Permit Issued	0 days	Fri 7/20/07	Fri 7/20/07
9	CONSTRUCTION	41 days	Mon 7/23/07	Mon 9/17/07
10	Order York Air Handler	30 days	Mon 7/23/07	Fri 8/31/07
11	Order Dumpster	1 day	Mon 7/23/07	Mon 7/23/07
12	Demolition	7 days	Mon 7/23/07	Tue 7/31/07
13	Framing	5 days	Wed 8/1/07	Tue 8/7/07
14	Rough MEP	9 days	Fri 8/3/07	Wed 8/15/07
15	CAT 5A Wiring	2 days	Wed 8/8/07	Thu 8/9/07
16	MEP Rough-In	9 days	Fri 8/3/07	Wed 8/15/07
17	Rough Inspection	1 day	Thu 8/16/07	Thu 8/16/07
18	Drywall	4 days	Fri 8/17/07	Wed 8/22/07
19	Acoustical Ceiling	2 days	Thu 8/23/07	Fri 8/24/07
20	Painting	2 days	Mon 8/27/07	Tue 8/28/07
21	Flooring (Tile & Carpet)	3 days	Wed 8/29/07	Fri 8/31/07
22	Install Air Handler	10 days	Mon 9/3/07	Fri 9/14/07
23	MEP Trim	4 days	Mon 8/27/07	Thu 8/30/07
24	Install Doors/Hdwr	2 days	Mon 9/3/07	Tue 9/4/07
25	Final Inspection	0 days	Fri 9/14/07	Fri 9/14/07
26	CLOSE OUT	1 day	Mon 9/17/07	Mon 9/17/07
27	As-Builts	1 day	Mon 9/17/07	Mon 9/17/07
28	Test & Balance	1 day	Mon 9/17/07	Mon 9/17/07
29	Start-Up Operation	1 day	Mon 9/17/07	Mon 9/17/07
30	FF&E	5 days	Mon 9/17/07	Fri 9/21/07
31	Computers	2 days	Mon 9/17/07	Tue 9/18/07
32	Furnishings	2 days	Wed 9/19/07	Thu 9/20/07
33	Occupants Move-In	1 day	Fri 9/21/07	Fri 9/21/07

RESULT: The project was a success! This project schedule met the needs of our client, Daytona State College as all parties reviewed the schedule along with the associated project cost reports to ensure a project is completed <u>on time and within budget!</u>

Ovation Construction, Inc.

SAFETY & SECURITY

Ovation Construction is deeply concerned regarding the Public's and our employees health, safety and welfare when it comes to our construction projects! This is especially pertinent in a school environment where students are circulating throughout and adjacent to construction activities. We adhere strictly to the Code of Federal Regulation Title 29, Part 1926, OSHA REGULATIONS regarding safety. To this end, Ovation Construction has implemented a company wide Health & Safety Program. This program consists of safety meetings held quarterly to discuss such issues as safety review standards and the Health & Safety Manual.

BACKGROUND CHECKS: Ovation Construction performs projects for multiple School Districts and, as such, is required to pass background checks via the Jessica Lunsford Act. We will have no problem adhering to any UCF background check regulations, E-Verification, drug or alcohol testing of any of our employees or subcontractors. Doing projects in Partnership Buildings requires background checks for all contractors on site, and also requires making sure that our bidding subcontractors are able to send employees who can pass the background check.

E-VERIFICATION: Ovation Construction utilizes E-Verify to verify electronically the employment eligibility of our newly hired employees. E-Verify helps protect our jobsites from unauthorized workers and helps us to maintain a legal workforce.

DRUG AND ALCHOL TESTING: Ovation Construction has implemented a "**DRUG FREE WORKPLACE**" requirement for all our employees. Per Ovation Constructions Employee Handbook, **DRUG AND ALCOHOL TESTING** is required at the time of employment and random drug tests are performed at the discretion of the employees' supervisor throughout their employment.

PICTDURE ID CARDS: If required, we will picture ID all employees and subcontractors. All employees and subcontractors are to be wearing "branded" clothing that clearly identifies themselves as construction employees.

The following represent policies, procedures, planning and practices that relate to safety and security:

Pre-planning meetings with Environmental Health and Safety

Ovation implemented an additional step to our pre-planning process that includes a meeting with Jose Vasquez-Perez (UCF EH&S) to make sure we are satisfying any of the department's safety concerns as it relates to each project. Ovation also reviews the ACM survey's prior to construction to ensure we do not disturb any hazardous materials.

Quarterly Safety Meetings

The quarterly safety meetings are held to review and discuss such items as:

- Jobsite Cleanliness
- OSHA Regulations
- Driving rules and regulations
- Appropriate Jobsite Attire

Ovation Construction, Inc.

HEALTH AND SAFTEY MANUAL

We have also authored a Health & Safety Manual for our employees that includes detailed information and guidelines on such items as:

- Safety Training & Safety Inspections
- Preventative Maintenance
- Accident Reporting
- Fall Protection
- Fire Prevention
- MSDS Compliance
- First Aid

Ovation's Health & Safety Program is designed to increase the safety awareness of all employees, the Client, and public on or in the vicinity of a Construction site. This is achieved through pre-active accident prevention, aggressive loss prevention practices and active quality control.

STUDENT AND PUBLIC JOBSITE SAFETY

Ovation Construction reviews each project site at the start of every project to strategize on such items as vehicle traffic flow, material delivery coordination, jobsite security and emergency procedures, etc. These reviews will be passed on to all Subcontractors.
One of the most important and effective feature of our Safety Plan is the ability of any Ovation Construction Employee to shut down any unsafe work activity until the issue is resolved! This open communication and "partnering" will achieve the goal of a safe and production construction site.

Ovation Construction has completed hundreds of projects in higher education campuses such as Daytona State College and Seminole State College that are completed within public areas. Ovation realizes the a need for public safety and has implemented the following procedures for maintaining a safe working environment for the public and workers:

- **Zero-Tolerance Policy for Sexual Harassment or "Cat calling"**
- No Smoking Allowed on any Ovation Jobsite!
- Establish a secured Layout/Storage area.
- Provide Signage identifying the Limits of Construction
- Ensure all Subcontractors are properly badged
- Nightly jobsite cleaning & debris removal
- Install barricades or temporary fencing to secure site.
- Protections of existing finishes (Floor & Wall Protection)
- Scaffolding Inspections/Fall Projection (OSHA Standards)
- On-Site First Aid Kits and Fire Extinguishers



Typical Warning signs posted at UCF Jobsites.



Fire Extinguisher Station

Ovation Construction, Inc.

QUALTITY ASSURANCE/ QUALITY CONTROL

The dictionary defines **Quality Control** as the inspection, analysis and action required to ensure quality of output. At Ovation Construction, we have taken this definition to heart in the fact that we perform all three entities of the Quality Control definition.

QUALITY CONTROL TEAM:

Mr. Bertin Karpinski, President of Ovation Construction, Mr. Michael Provost, Vice President, and Mr. Carson Tata Project Manager, perform the in-house **Quality Control** assurance/ inspection program for all Ovation projects.

The specific qualities relative to these people is as follows:
Mr. Bertin Karpinski: Over 30 years of Construction experience and 11 years of managing Ovation Construction, his experience has provided the necessary experience to understand the construction process and the level of quality expected for each project.

- Mr. Karpinski was a Project Manager for Collier County Government for seven years where he performed quality control inspections on government projects.
- Mr. Karpinski has been trained in the TQM (TOTAL QUALITY MANAGEMENT) Method for resolving problems and issues.

Mr. Michael Provost: Thirteen years of Construction experience. Thousandss of successfully completed projects for Educational & Municipal entities.

Mr. Joe Smullin: 30 years of Construction experience . Dozens of successfully completed projects for Educational & Municipal entities.

Mr. Karpinski, Mr. Provost and Mr. Smullin provide regular project inspections and have full authority over quality control during the construction process. They all have the authority to stop the project if necessary, to redirect any subcontractor as necessary and to hold a subcontractor up to the highest level of expectation on any UCF project.

INSPECTIONS/ANALYSIS/ACTION

The successful completion of each project to meet and exceed the expectations of UCF is our goal. To this end, we have established Total Quality Management (TQM) plan throughout the construction process.

The detailed Quality Control Management process includes quality **planning, training, providing clear decisions and directions, supervision, immediate review of completed activities for accuracy and completeness, and documenting all decisions and recommendations**.

The Ovation Construction Project Quality Control Plan details the proposed methods or processes of providing quality control for all work products. This plan will be kept current with the work requirements. The plan shall include, but is not limited to, the following areas:

- Quality Control Reviews
- Proposed method of documentation of comments, coordination responses and quality assurance records
- Quality Assurance Certification

IMPLEMENTATION

The Quality Control Manager (QCM) will be responsible for implementing the Quality Control Plan by ensuring that quality materials and supplies are provided for the proposed project, and that good workmanship is provided in all aspects of this contract.

Daily reports will be completed listing all field testing and sampling activities. These reports will be submitted to the University representative on a weekly basis. The QCM will be responsible for ensuring that all materials and work are in compliance with the contract plans and specifications, and that all performance standards are met.

It is anticipated that the School's representative and the Contractor's QCM will meet frequently in order to forecast and/or prevent any potential problems from arising. An on-site **quality control meeting will be conducted on a weekly basis** as part of the progress meeting in order to review performance.

SITE INSPECTIONS

To ensure that all construction and remedial activities comply with the project specifications, the QCM will complete, in conjunction with the subcontractors, **three phases** of site inspections for each feature of work. These inspections will include the following:

PHASE I - PREPARATORY INSPECTION

Preparatory inspections will be performed prior to beginning work on any definable feature of the project and will include:

PHASE II - INITIAL INSPECTIONS

Initial phase inspections will be performed as soon as a representative portion of the particular feature of work has been accomplished. Initial inspections include, but are not limited to, examination of the quality of workmanship; review of control testing for compliance with control requirements; and identification of defective or damaged materials, omissions, and dimensional requirements.

PHASE III - FOLLOW-UP INSPECTIONS

Follow-up inspections will be performed as work progresses to ensure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. Final follow-up inspections will be conducted and deficiencies corrected prior to beginning new work.

Notification and meeting minutes of all inspections will be recorded in the **Daily Quality Control Report**!

DOCUMENTATION/ACTION

All SITE INSPECTION results will be recorded on the **Daily Quality Control Report**.

Ovation Construction, Inc.

TAB D: FINANCIAL HISTORY

A. **Financial Statement**- See following pages
B. DUNN & Bradstreet Number
627969970

C. **Ovation Construction Company has no pending or previous litigation in the past 5 years.**

D. Ovation has not been named or investigated by Attorneys General or any individual cases

E. Ovation Has not been disbarred during the past 5 years.

F. Ovation Construction has never been terminated for default or convenience from any contract with a government agency or any client.

G. Bonding Letter

NHC NIELSON, MOSHOLDER & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

December 11, 2023

City of Port Orange

Re: Ovation Construction Company

To Whom it May Concern:

This letter is to serve as a general Statement of Bondability for Ovation Construction Company. Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment bonds. Ovation Construction Company has a bonding capacity on single projects of $4,500,000. and total aggregate capacity of $10,000,000.

They are currently bonded through Merchants Bonding Company (Mutual). The Surety Company has an AM Best Rating of A VIII.

Ovation Construction Company is an excellent contractor and we hold them in the highest regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to show the quality and professionalism they possess.

This letter is not an assumption of liability, nor is it a bid or performance & payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,
Merchants Bonding Company (Mutual)

Laura D. Mosholder
Attorney-In-Fact

4380 St. Johns Parkway
Suite 110
Sanford, FL 32771
P: 407.330.3990
F: 407.330.3949
W: nielsonbonds.com

Financial Statements

December 31, 2021

Ovation Construction, Inc.

McDirmit Davis

Accountants & Consultants

Ovation Construction Company
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McDirmit Davis

934 North Magnolia Avenue, Suite 100
Orlando, Florida 32803
407-843-5406
www.mcdirmitdavis.com

INDEPENDENT ACCOUNTANT'S REPORT

To the Stockholder of
Ovation Construction Company

We have reviewed the accompanying financial statements of Ovation Construction Company, which comprise the balance sheet as of December 31, 2021, and the related statements of income, changes in stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility
Our responsibility is to conduct the review engagement in accordance with Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Ovation Construction Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion
Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information
The accompanying supplementary information appearing on pages 13 through 16 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

McDirmit Davis

Orlando, Florida
September 26, 2022

Ovation Construction Company
Balance Sheet
December 31, 2021

Assets		
Cash and cash equivalents	$	710,353
Investments		49,745
Contracts receivable		1,241,707
Contract assets		3,049,269
Total current assets		5,051,074
Due from employee		11,300
Due from related party		412,884
Property and equipment, net		64,390
Total assets	$	5,539,648
Liabilities and Stockholder Equity		
Liabilities:		
Accounts payable	$	3,230,520
Contract liabilities		544,604
Total current liabilities		3,775,124
Stockholder's Equity:		
Common stock, $1.00 par value, 200 shares authorized, 200 shares issued and outstanding		200
Additional paid in capital		159,531
Retained earnings		1,617,422
Accumulated other comprehensive loss		(12,629)
Total stockholder's equity		1,764,524
Total liabilities and stockholder's equity	$	5,539,648

Ovation Construction Company
Statement of Income and Comprehensive Income
Year Ended December 31, 2021

Revenue	$	12,348,793
Cost of revenue		10,975,073
Gross profit		1,373,720
General and administrative expenses		1,172,334
Operating income		201,386
Other Income (Expense):		
Interest income		20
Interest expense		(222)
Forgiveness of PPP loan - see Note 7		176,087
Net income		377,271
Other Comprehensive Loss:		
Unrealized holding losses on securities arising during year		(3,871)
Total other comprehensive loss		(3,871)
Comprehensive income	$	373,400

Ovation Construction Company
Statement of Stockholder's Equity
Year Ended December 31, 2021

	Total	Common Stock	Additional Paid in Capital	Retained Earnings	Accumulated Other Comprehensive Income (loss)
Balance - December 31, 2020	$ 1,634,609	$ 200	$ 159,531	$ 1,483,636	$ (8,758)
Net income	377,271	-	-	377,271	-
Other comprehensive income	(3,871)	-	-	-	(3,871)
Distributions	(243,485)	-	-	(243,485)	-
Balance - December 31, 2021	$ 1,764,524	$ 200	$ 159,531	$ 1,617,422	$ (12,629)

Ovation Construction Company
Statement of Cash Flows
Year Ended December 31, 2021

Cash Flows From Operating Activities:		
Net income	$	377,271
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation expense		19,575
Proceeds from PPP loan		176,087
Non cash forgiveness of PPP loan income		(176,087)
Net (increase) decrease in:		
Prepaid Expenses		233
Contracts receivables		(565,917)
Contract assets		(1,963,167)
Due from employee		-
Due from related party		(412,884)
Net increase (decrease) in:		
Accounts payable		2,347,441
Contract liabilities		316,349
Net cash provided by (used in) operating activities		118,901
Cash Flows From Investing Activities:		
Purchase of property and equipment		(14,501)
Net cash provided by (used in) investing activities		(14,501)
Cash Flows From Financing Activities:		
Distributions paid		(243,485)
Net cash provided by (used in) financing activities		(243,485)
Net increase (decrease) in cash and cash equivalents		(139,085)
Cash and cash equivalents, beginning of year		849,438
Cash and cash equivalents, end of year	$	710,353
Supplemental Information:		
Interest paid during the year	$	222
Non-cash investing and financing activities:		
Increase in unrealized gain (loss) on investments	$	(3,871)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations
Ovation Construction Company (the "Company") was organized on February 21, 2006. The Company is based in Oviedo, Florida and provides residential and commercial construction services, primarily in the greater Central Florida area. Substantially all of the Company's revenues are derived under fixed price contracts.

Basis of Accounting
The Company maintains its records and prepares its financial statements on the accrual basis of accounting. Income is recognized as it is earned and expenses are recognized as they are incurred regardless as to when cash is received or paid out.

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Revenue and Cost Recognition
The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) 606. The Company recognizes revenues over the period of time in which the construction of a job progresses on construction contracts using the cost-to-cost method under 606, determined by the ratio of total costs incurred to management's estimate of total costs. This method is used because management considers incurred costs to be the best available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change in the near term. Changes in job performance, job conditions, and estimated profitability and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Provisions for estimates losses on uncompleted contracts are made in the period in which such losses are determinable. The Company's performance obligation is met throughout the contract and invoiced through regular progress billings. Contracts with customers are generally fixed price and do not have variable consideration or financing components. The Company provides a year warranty as it relates to the construction.

Contract costs include all direct material, subcontract and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools and repairs. General and administrative costs are charged to expense as incurred.

Contract assets consists of estimated earnings in excess of billings, which represent progress on contracts that have recognized as revenue but are not yet billable to customers under contract terms. Contract liabilities consists of billings in excess of estimated earnings on uncompleted contracts, which represent billings to customers in advance of work performed, including advanced payments negotiated as contract condition.

Cash and Cash Equivalents
The Company considers temporary cash investments with original maturities of three months or less to be cash equivalents.

Investments
Investments consist of common stocks, digital currency, and precious metals and are classified as available-for-sale. Available-for-sale investments are reported at fair value (see Note 2), with unrealized gains and losses reported as accumulated other comprehensive income (loss) which is a separate component of stockholder's equity. Realized gains or losses on sales of investments are computed under the specific identification method and reported as a component of net income or loss. Declines in value that are deemed to be other than temporary impairments, are recognized as a component of net income or loss.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contracts Receivable
Contracts receivable is stated at net realizable value. Concentrations of credit risk related to contracts receivable are mitigated by account monitoring procedures regularly performed by management. The Company follows the practice of filing statutory liens on construction projects where collection problems are anticipated. The liens serve as collateral for contracts receivable. In determining an allowance for doubtful accounts, management makes a judgmental determination based on an evaluation of the facts and circumstances related to each customer's account. At December 31, 2021, in the opinion of management, all accounts are considered fully collectible and, accordingly, no allowance was deemed necessary.

Property and Equipment
Property and equipment is stated at cost, net of accumulated depreciation. Repair and maintenance costs are charged to expense as incurred. Gains or losses on disposition of property and equipment are reflected in general and administrative expenses in the statement of income and comprehensive income. Depreciation is computed using the straight-line method, based on the estimated useful lives of the assets which range from three to seven years.

Impairment of Long-Lived Assets
The Company's long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be fully recoverable. Recoverability of long-lived assets to be held and used is measured by a comparison of the carrying amount of a long-lived asset to future net cash flows expected to be generated by the long-lived asset. If such long-lived assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the long-lived assets exceeds the fair value of the long-lived assets and the long-lived assets are adjusted to their fair values. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. The Company believes no impairment of its long-lived assets existed at December 31, 2021.

Income Taxes
The Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal income taxes on its taxable income. Instead, the stockholder is liable for individual federal income taxes on his shares of the Company's taxable income or net operating loss.

The Company adopted accounting standards relating to accounting for uncertainty in income taxes. As a result of this adoption, management assessed whether there were any uncertain tax positions which may give rise to income tax liabilities and determined that there were no such matters requiring recognition in the accompanying financial statements. The Company files income tax returns in the U.S. federal jurisdiction and the state of Florida. The Company is no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations by tax authorities for years before 2018.

Advertising Costs
Advertising costs are expensed as incurred. Advertising expense for the year ended December 31, 2021, was approximately $13,000.

Fair Value of Financial Instruments
The carrying amounts of the Company's financial instruments, cash and cash equivalents, prepaid expenses, contracts receivable, due from employee, due from related party, contract assets, accounts payable, and contract liabilities, approximated their fair values because of the relatively short-term nature and maturity of these instruments.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New Accounting Pronouncements
The Financial Accounting Standards Board (FASB) and other entities issued new or modifications to, or interpretations of, existing accounting guidance during the year ended December 31, 2021. The Company has considered the new pronouncements that altered U.S. GAAP, and other than as disclosed in these notes to the financial statements, does not believe that any new or modified principles will have a material impact on the Company's reported financial position or operations in the near term.

In February 2016, the FASB issued ASU 2016-02: Leases, which requires entities to recognize right-of-use assets and right-of-use liabilities on the balance sheet and disclose key information about leasing arrangements. The new standard is effective for the year beginning after December 15, 2021. The Company is currently evaluating the effect that implementation of the new standard will have on its financial position, results of operations and cash flows.

Risks and Uncertainties
The Company is continually evaluating various risks, including changes in the economy, supply chain disruptions, labor shortages, and the COVID-19 global pandemic, and has concluded that while it is reasonably possible that the Company could experience a negative financial effect, no specific impact is readily determinable as of the date of the financial statements nor as of the date they were available to be issued. The financial statements do not include any adjustment that might result from the outcome of any uncertainty.

Subsequent Events
The Company has evaluated subsequent events through the date of the independent accountant's report, the date which the accompanying financial statements were available to be issued**.** Based on such evaluation, no events have occurred that in the opinion of management warrant disclosures in or adjustments to the financial statements.

NOTE 2 FAIR VALUE MEASUREMENTS - INVESTMENTS

The Company adopted FASB ASC 820, *Fair Value Measurements,* which establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Market price observability is impacted by a number of factors, including the type of asset or liability and the characteristics specific to the asset or liability. Assets and liabilities with readily available active quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Assets and liabilities measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.

Level 2 - Inputs other than quoted prices within Level 1 that are observable for the asset or liability, either directly or indirectly; and fair value is determined through the use of models and other valuation methodologies.

Level 3 - Inputs are unobservable for the asset or liability and include situations where there is little, if any market activity for the asset or liability. The inputs into the determination of fair value are based upon the best information in the circumstances and may require significant management judgment or estimation.

In certain cases, the inputs used to measure fair value may fall into different levels of fair value hierarchy. In such cases, an asset or liability's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the investment.

NOTE 2 FAIR VALUE MEASUREMENTS - INVESTMENTS (CONTINUED)

The Company has determined the estimated fair value amounts presented in these accompanying financial statements using available market information and appropriate methodologies. However, considerable judgment is required in interpreting market data to develop the estimates of fair value. The estimates presented in these accompanying financial statements are not necessarily indicative of the amounts that could be realized in a current market exchange. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts. The Company bases these fair value estimates on pertinent information available to them as of the end of each reporting period or at the time such amounts are recorded. The following table summarizes fair value measurements by level at December 31, 2021, for assets measured at fair value in a recurring basis:

	Cost	Fair Value
Common Stocks	$ 3,728	$ 1,230
Digital Currency	20,131	20,131
Precious Metal	38,326	28,384
Total	$ 62,185	$ 49,745

Investments as of December 31, 2021 consisted of the following:

	Level 1	Level 2	Level 3	Total
Common Stocks	$ 1,230	$ -	$ -	$ 1,230
Digital Currency	-	-	20,131	20,131
Precious Metal	28,384	-	-	28,384
Total	$ 29,614	$ -	$ 20,131	$ 49,745

During the year ended December 31, 2021, unrealized gains on investments carried at fair value are included as a component of stockholder's equity as accumulated other comprehensive income. There were no realized gains reported during the year.

NOTE 3 CONTRACTS RECEIVABLE, CONTRACT ASSETS, AND CONTRACT LIABILITIES

Contract receivables at December 31 are summarized as follows:

	2021	**2020**
Contracts receivable, net	$ 1,241,707	$ 675,790

Contract assets at December 31 are summarized as follows:

	2021	**2020**
Estimated earnings in excess of billing	$ 3,049,269	$ 1,086,102

Contract liabilities at December 31 are summarized as follows:

	2021	**2020**
Billings in excess of estimated earnings	$ 544,604	$ 228,255

NOTE 4 BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2021. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year-end and from contractual agreements on which work has not yet begun.

Balance, December 31, 2020	$	1,927,865
New Contracts During the Year		21,101,620
Total		23,029,485
Less: Contract Revenue Earned		12,348,793
Balance, December 31, 2021	$	10,680,692

NOTE 5 PROPERTY AND EQUIPMENT, NET

At December 31, 2021, property and equipment consisted of the following:

Computer Equipment and Software	$	40,033
Furniture and Fixtures		18,622
Vehicles and Equipment		87,482
Total		146,137
Less: accumulated depreciation		(81,747)
Total	$	64,390

Depreciation expense for the year ended December 31, 2021 was $19,575.

NOTE 6 LINE OF CREDIT

The Company had no outstanding balance on a $50,000 line of credit agreement with a financial institution as of December 31, 2021. Interest is payable monthly at 8.0%. The line is collateralized by certain assets of the Company and is subject to a continuing guaranty by the stockholder of the Company.

NOTE 7 LONG-TERM DEBT

In February 2021, the Company entered into a second SBA loan pursuant to the Paycheck Protection Program (PPP) as part of the 2020 Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") in the amount of $176,087. The loan was unsecured and bore interest at a rate of 1% annum. The loan was subject to forgiveness if the proceeds were used for payroll, rent, utilities, and interest on covered mortgage obligations incurred during the 24-week period following disbursement of the loan in accordance with requirements by the SBA. The outstanding balance of this loan was forgiven in December 2021. Considering the required use of these funds, the proceeds and forgiveness of this loan are presented in the accompanying statement of cash flows as operating activities.

NOTE 8 RETIREMENT PLAN

The Company sponsors a safe harbor 401(k) profit sharing plan (the "Plan"). The Plan is a defined contribution plan for all eligible employees. The Plan provides for employee contributions under a salary reduction plan under the Internal Revenue Code Section 401(k). The Company makes required safe harbor contributions under the Plan and additional discretionary contributions may also be made to the Plan. For the year ended December 31, 2021, the Company contributions to the Plan were approximately $230,000.

NOTE 9 RELATED PARTY TRANSACTIONS

The Company's stockholder also owns a management company and leasing company for which the Company pays consulting fees. Fees paid to this management and leasing company for the year ended December 31, 2021, amounted to approximately $56,000.

The Company pays office rent to the Company's stockholder for office space owned by the stockholder under a month-to-month lease. Rent paid to the Stockholder under this agreement amounted to approximately $43,000 for the year ended December 31, 2021.

Due from related party is an amount due from BC Remington Green, Inc., a company in which the Company's stockholder is a fifty percent owner. BC Remington Green is a rental property for which the Company performed construction services totaling approximately $530,000. The unpaid balance at December 31, 2021 is $412,884.

NOTE 10 CONTRACT COMMITMENTS

At December 31, 2021, the Company had contractual commitments to various customers, requiring future estimated expenditures of approximately $9,507,000 consisting of direct costs, subcontracts and allocated overhead. The Company expects to recognize future profits totaling approximately $1,174,000 during the remaining performance of these contracts.

NOTE 11 CONCENTRATIONS

Concentration of Credit Risk
Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of cash and cash equivalents and contracts receivable.

At times throughout the year, cash balances held at financial institutions were in excess of federally insured limits. However, the Company has not experienced any losses in such accounts and management believes no significant concentration of credit risks exists with respect to these cash accounts. At December 31, 2021, the uninsured cash balance total was approximately $534,000.

The Company performs ongoing credit evaluation of customers and does not foresee a credit risk association with contracts receivable.

Business Concentration
During the year ended December 31, 2021, the Company had two customers with one or multiple contracts with the Company totaling more than 10% of contract revenues. Revenues related to these customers totaled approximately 64% of the Company's total revenues during the year and receivables from these customers represent approximately 75% of the outstanding contracts receivable at December 31, 2021.

NOTE 12 CONTINGENCIES

During the course of its operations, the Company may be subject to various claims or legal actions which may require litigation. Management reviews the circumstances of such contingencies and acts accordingly and is not aware of any significant claims or actions that would have a material adverse effect on the financial position or results of the Company.

Supplementary Information

Ovation Construction Company
Schedule I - Earnings from Contracts
Year Ended December 31, 2021

	Contract Revenues Earned	Cost of Contract Revenues Earned	Gross Profit
Contracts in Progress at the End of the Year	$ 6,830,560	$ 6,240,311	$ 590,249
Contracts Completed During the Year	5,518,233	4,734,762	783,471
Total	$ 12,348,793	$ 10,975,073	$ 1,373,720

Ovation Construction Company
Schedule II - Contracts in Progress
Year Ended December 31, 2021

	Total Contracts		From Inception to December 31, 2021					At December 31, 2021		For the Year Ended December 31, 2021				Prior to January 1, 2021	
Job Number	Revenues	Estimated Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Cumulative Billings to Date	Estimated Cost to Complete	Costs And Estimated Earnings In Excess of Billings	Billings In Excess of Costs and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Percent Complete	Revenues Earned	Cost of Revenues
UCF2150	$ 2,814,099	$ 145,811	$ 2,445,160	$ 2,318,465	$ 126,695	$ 49,707	$ 349,823	$ 2,395,453	$ -	$ 2,445,160	$ 2,318,465	$ 126,695	86.89%	$ -	$ -
SP2101	2,115,758	5,758	1,026,025	1,023,233	2,792	1,039,268	1,086,767	-	13,243	1,026,025	1,023,233	2,792	48.49%	-	-
UCF2149	1,923,397	318,402	29,749	24,824	4,925	13,412	1,580,171	16,337	-	29,749	24,824	4,925	1.55%	-	-
UCF2143	1,760,331	211,240	16,923	14,892	2,031	-	1,534,199	16,923	-	16,923	14,892	2,031	0.96%	-	-
UCF2106	987,875	118,545	539,184	474,482	64,702	554,637	394,848	-	15,453	539,184	474,482	64,702	54.58%	-	-
UCF2140	335,710	11,788	28,173	27,184	989	-	296,738	28,173	-	28,173	27,184	989	8.39%	-	-
UCF2175	319,470	19,470	-	-	-	-	300,000	-	-	-	-	-	0.00%	-	-
CO22005	302,910	17,910	758	713	45	-	284,287	758	-	758	713	45	0.25%	-	-
UCF2134	292,267	27,072	97,814	88,754	9,060	104,020	176,441	-	6,206	97,814	88,754	9,060	33.47%	-	-
OV2168	263,581	13,581	22,553	21,391	1,162	-	228,609	22,553	-	22,553	21,391	1,162	8.56%	-	-
CO21106	254,132	24,132	-	-	-	100,800	230,000	-	100,800	-	-	-	0.00%	-	-
OV2176	253,210	13,210	-	-	-	-	240,000	-	-	-	-	-	0.00%	-	-
UCF2125	210,961	13,268	194,889	182,632	12,257	210,961	15,061	-	16,072	194,889	182,632	12,257	92.38%	-	-
OV2162	206,933	32,299	173,156	146,129	27,027	186,933	28,505	-	13,777	173,156	146,129	27,027	83.68%	-	-
OV2139	195,570	42,841	72,279	56,446	15,833	35,000	96,283	37,279	-	72,279	56,446	15,833	36.96%	-	-
UCF2105	193,651	44,668	116,969	89,989	26,980	133,149	58,994	-	16,180	116,969	89,989	26,980	60.40%	-	-
OV2135	185,763	59,415	177,200	120,524	56,676	155,018	5,824	22,182	-	177,200	120,524	56,676	95.39%	-	-
OV2103	170,710	16,407	117,939	106,604	11,335	170,710	47,699	-	52,771	117,939	106,604	11,335	69.09%	-	-
OV2109	159,190	2,374	158,411	156,049	2,362	151,231	767	7,180	-	158,411	156,049	2,362	99.51%	-	-
OV2110	158,751	8,751	452	427	25	-	149,573	452	-	452	427	25	0.28%	-	-
OV2154	157,152	35,926	157,152	121,226	35,926	86,692	-	70,460	-	157,152	121,226	35,926	100.00%	-	-
UCF2172	152,532	12,532	10,579	9,710	869	-	130,290	10,579	-	10,579	9,710	869	6.94%	-	-
OV2177	149,390	9,390	-	-	-	-	140,000	-	-	-	-	-	0.00%	-	-
CO21069	142,950	23,750	-	-	-	-	119,200	-	-	-	-	-	0.00%	-	-
UCF2127	139,007	26,456	73,102	59,189	13,913	61,782	53,362	11,320	-	73,102	59,189	13,913	52.59%	-	-
OV2172	138,585	6,585	-	-	-	-	132,000	-	-	-	-	-	0.00%	-	-
OV2143	135,000	15,373	124,748	110,542	14,206	135,000	9,085	-	10,252	124,748	110,542	14,206	92.41%	-	-
OV2197	132,799	38,313	-	-	-	-	94,486	-	-	-	-	-	0.00%	-	-
CO21067	125,638	20,940	-	-	-	-	104,698	-	-	-	-	-	0.00%	-	-
OV2159	122,355	13,868	111,403	98,776	12,627	47,400	9,711	64,003	-	111,403	98,776	12,627	91.05%	-	-
OV2188	113,644	16,088	53,552	45,971	7,581	45,000	51,585	8,552	-	53,552	45,971	7,581	47.12%	-	-
CO21022	113,278	19,278	-	-	-	-	94,000	-	-	-	-	-	0.00%	-	-
OV2171	108,031	8,031	643	595	48	-	99,405	643	-	643	595	48	0.60%	-	-
OV2153	107,312	18,006	78,150	65,037	13,113	81,108	24,269	-	2,958	78,150	65,037	13,113	72.82%	-	-
OV2189	103,604	3,604	-	-	-	-	100,000	-	-	-	-	-	0.00%	-	-
OV2006	100,191	191	83,414	83,255	159	77,902	16,745	5,512	-	66,427	65,029	1,398	83.26%	16,987	18,226
CO21021	99,952	16,652	1,877	1,564	313	52,952	81,736	-	51,075	1,877	1,564	313	1.88%	-	-
OV2180	97,929	2,929	-	-	-	-	95,000	-	-	-	-	-	0.00%	-	-
OV2183	91,782	9,782	31,366	28,023	3,343	-	53,977	31,366	-	31,366	28,023	3,343	34.17%	-	-
OV2147	89,248	4,248	54,930	52,315	2,615	48,931	32,685	5,999	-	54,930	52,315	2,615	61.55%	-	-
CO21037	87,380	14,829	14,314	11,885	2,429	27,380	60,666	-	13,066	14,314	11,885	2,429	16.38%	-	-
SP2105	86,615	10,792	86,615	75,823	10,792	65,230	-	21,385	-	86,615	75,823	10,792	100.00%	-	-
UCF2174	84,914	22,500	1,241	912	329	-	61,502	1,241	-	1,241	912	329	1.46%	-	-
CO21095	83,055	13,055	5,024	4,234	790	-	65,766	5,024	-	5,024	4,234	790	6.05%	-	-

Ovation Construction Company
Schedule II - Contracts in Progress (Continued)
Year Ended December 31, 2021

	Total Contracts		From Inception to December 31, 2021					At December 31, 2021		For the Year Ended December 31, 2021				Prior to January 1, 2021	
Job Number	Revenues	Estimated Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Cumulative Billings to Date	Estimated Cost to Complete	Costs And Estimated Earnings In Excess of Billings	Billings In Excess of Costs and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Percent Complete	Revenues Earned	Cost of Revenues
CO21064	$ 82,998	$ (315)	$ 82,633	$ 82,948	$ (315)	$ 82,998	$ 365	$ -	$ 365	$ 82,633	$ 82,948	$ (315)	99.56%	$ -	$ -
CO21119	79,193	1,658	79,193	77,535	1,658	-	-	79,193	-	79,193	77,535	1,658	100.00%	-	-
CO21057	77,535	12,538	47,571	39,878	7,693	8,535	25,119	39,036	-	47,571	39,878	7,693	61.35%	-	-
CO20019	76,350	294	51,969	51,769	200	76,350	24,287	-	24,381	51,969	51,769	200	68.07%	-	-
SP2104	72,900	7,900	1,515	1,351	164	-	63,649	1,515	-	1,515	1,351	164	2.08%	-	-
OV2104	61,969	(1,421)	60,648	62,069	(1,421)	47,936	1,321	12,712	-	60,475	61,913	(1,438)	97.92%	173	156
UCF2151	59,297	8,389	21,133	18,143	2,990	59,297	32,765	-	38,164	21,133	18,143	2,990	35.64%	-	-
CO22013	56,991	6,991	657	576	81	-	49,424	657	-	657	576	81	1.15%	-	-
OV2054	55,880	16,363	55,880	39,517	16,363	50,920	-	4,960	-	38,463	25,398	13,065	100.00%	17,417	14,119
CO21060	54,832	5,558	240	216	24	54,832	49,058	-	54,592	240	216	24	0.44%	-	-
SP2102	53,717	11,468	51,495	40,501	10,994	53,717	1,748	-	2,222	51,495	40,501	10,994	95.86%	-	-
Misc. **	947,555	186,944	306,459	236,514	69,945	291,664	524,097	127,822	113,027	306,459	236,514	69,945	31.10%	-	-
	$ 17,545,829	$ 1,766,427	$ 6,865,137	$ 6,272,812	$ 592,325	$ 4,360,472	$ 9,506,590	$ 3,049,269	$ 544,604	$ 6,830,560	$ 6,240,311	$ 590,249		$ 34,577	$ 32,501

** Consists of contracts with estimated revenue of $50,000 or less.

Ovation Construction Company
Schedule III - Completed Contracts
Year Ended December 31, 2021

Job Number	Total Contracts			Prior to January 1, 2021			For the Year Ended December 31, 2021		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
OV1922	$ 638,935	$ 506,419	$ 132,516	$ 630,269	$ 506,241	$ 124,028	$ 8,666	$ 178	$ 8,488
UCF2042	539,975	514,442	25,533	246,983	228,699	18,284	292,992	285,743	7,249
UCF2007	459,444	474,248	(14,804)	286,425	275,461	10,964	173,019	198,787	(25,768)
UCF2044	253,250	230,158	23,092	251,465	219,112	32,353	1,785	11,046	(9,261)
OV2045	211,360	162,627	48,733	185,070	137,854	47,216	26,290	24,773	1,517
UCF2129	189,570	150,610	38,960	-	-	-	189,570	150,610	38,960
OV2107	181,185	153,785	27,400	-	-	-	181,185	153,785	27,400
OV2002	179,462	157,034	22,428	152,789	141,973	10,816	26,673	15,061	11,612
UCF2027	174,664	147,570	27,094	161,095	147,570	13,525	13,569	-	13,569
UCF2033	165,761	152,000	13,761	162,357	114,705	47,652	3,404	37,295	(33,891)
UCF2009	138,374	113,063	25,311	24,161	18,876	5,285	114,213	94,187	20,026
OV1917	136,354	113,743	22,611	130,194	112,087	18,107	6,160	1,656	4,504
UCF2139	134,326	112,976	21,350	-	-	-	134,326	112,976	21,350
OV2042	132,666	116,805	15,861	124,873	110,509	14,364	7,793	6,296	1,497
OV1977	125,856	110,565	15,291	122,462	109,374	13,088	3,394	1,191	2,203
UCF2016	114,700	96,100	18,600	4,077	3,070	1,007	110,623	93,030	17,593
CO20079	112,077	97,840	14,237	61,502	51,443	10,059	50,575	46,397	4,178
UCF2019	111,010	83,064	27,946	6,124	5,440	684	104,886	77,624	27,262
UCF2137	109,709	85,590	24,119	-	-	-	109,709	85,590	24,119
CO20043	99,639	92,304	7,335	14,018	11,607	2,411	85,621	80,697	4,924
CO20071	99,068	81,293	17,775	27,843	25,000	2,843	71,225	56,293	14,932
CO20085	98,875	70,388	28,487	98,746	70,293	28,453	129	95	34
OV2014	98,724	79,971	18,753	87,528	72,056	15,472	11,196	7,915	3,281
UCF2034	98,472	78,729	19,743	95,622	76,746	18,876	2,850	1,983	867
CO20044	97,828	88,339	9,489	82,172	72,501	9,671	15,656	15,838	(182)
OV2056	95,410	69,742	25,668	8,765	7,349	1,416	86,645	62,393	24,252
CO20090	94,951	102,107	(7,156)	10,803	9,637	1,166	84,148	92,470	(8,322)
CO20072	93,612	72,657	20,955	31,074	22,498	8,576	62,538	50,159	12,379
OV2102	89,729	80,184	9,545	-	-	-	89,729	80,184	9,545
UCF2101	88,477	72,092	16,385	-	-	-	88,477	72,092	16,385
OV2146	87,888	76,153	11,735	-	-	-	87,888	76,153	11,735
UCF2135	87,403	54,426	32,977	-	-	-	87,403	54,426	32,977
CO20042	83,044	77,631	5,413	52	43	9	82,992	77,588	5,404
OV2011	82,578	52,710	29,868	72,890	48,132	24,758	9,688	4,578	5,110
UCF1935	81,600	65,297	16,303	72,552	65,297	7,255	9,048	-	9,048
OV2065	80,850	44,784	36,066	51,471	44,784	6,687	29,379	-	29,379
SP2004	80,835	58,029	22,806	75,092	56,692	18,400	5,743	1,337	4,406
CO21017	79,332	70,593	8,739	-	-	-	79,332	70,593	8,739
UCF2113	72,645	72,772	(127)	-	-	-	72,645	72,772	(127)
CO21046	71,586	66,389	5,197	-	-	-	71,586	66,389	5,197
CO20040	67,870	62,199	5,671	-	-	-	67,870	62,199	5,671
CO20076	61,921	58,218	3,703	101	87	14	61,820	58,131	3,689
CO20077	61,248	49,571	11,677	61,157	49,523	11,634	91	48	43
SP2003	61,081	39,081	22,000	57,909	39,081	18,828	3,172	-	3,172
OV2066	59,046	37,627	21,419	53,984	35,821	18,163	5,062	1,806	3,256
CO20088	51,926	46,516	5,410	-	-	-	51,926	46,516	5,410
UCF2142	51,795	38,712	13,083	-	-	-	51,795	38,712	13,083
OV2057	51,191	30,435	20,756	49,452	29,919	19,533	1,739	516	1,223
OV2078	50,572	66,233	(15,661)	-	-	-	50,572	66,233	(15,661)
Misc **	3,005,429	2,628,193	377,236	473,993	507,772	(33,779)	2,531,436	2,120,421	411,015
	$ 9,493,303	$ 8,162,014	$ 1,331,289	$ 3,975,070	$ 3,427,252	$ 547,818	$ 5,518,233	$ 4,734,762	$ 783,471

** Consists of contracts with revenues of $50,000 or less

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	Ovation Construction
Contact Person:	Joe Smullin
Email Address:	joe@ovationinc.net
Authorized Signature:	Joe Smullin

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	**Unit Cost** Normal Business Hours (As outlined in Section 3 of RFP)	**Unit Cost** After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour	105	125
Project Manager or equivalent	Hour	70	75
Project Supervisor/Superintendent or equivalent	Hour	60	65
Project Coordinator or equivalent	Hour	30	35
General Carpenter	Hour	55	65
Tradesman	Hour	55	65
Journeyman	Hour	45	50
General Laborer	Hour	30	35
Safety Officer	Hour	70	75
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	15 %	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2023

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	CONTACT NAME: Tammy Barley	
LassiterWare LLC 901 N. Lake Destiny Rd. Suite 110 Maitland FL 32751	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: TammyB@lassiterware.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ovation Construction Company, LLC 361 S Central Ave Oviedo FL 32765	INSURER A : Mt. Hawley Insurance Company	37974
	INSURER B : Auto Owners Insurance Company	18988
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 COI **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			MGL0198583	06/19/2023	06/19/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4920351301	04/10/2023	04/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist BI	$ 1,000,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MXL0435190	06/19/2023	06/19/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Port Orange City Clerk's Office
Michael Hall Purchasing Agent
1000 City Center Circle
Port Orange FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Date: 12/7/2023

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

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 policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2023	01/01/2024	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 93-67-173

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Ovation Construction Company

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name: RFP #24-01

ISSUE 12-07-23 (KLT)

Begin Date: 8/5/2013

CERTIFICATE HOLDER

CITY OF PORT ORANGE, FLORIDA

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



Request for Proposal

City of Port Orange



General Contracting Services for Small Projects

RFP #24-01


“There is no power for change greater than a
community discovering what it cares about.”
– Margaret J. Wheatley

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TAB A Required Documents



December 12, 2023

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Attn: Joseph Castro, Buyer

RE: RFP #24-01
General Contracting Services for Small Projects

Dear Mr. Castro,

As the President of Hall Construction Co., Inc., and a lifelong resident of Port Orange, I am personally and professionally committed to the enhancement and growth of our community. Our interest in RFP #24-01 is rooted in this deep-seated connection to Port Orange, a city that has shaped both my life and the ethos of Hall Construction.

PERSONAL CONNECTION TO PORT ORANGE

Having grown up here, I have witnessed the city's evolution and have had the honor of contributing to its development through projects like the City Hall and Police Department. These endeavors are more than just construction projects to me; they are part of a legacy I wish to build in the place I call home.

LOCAL KNOWLEDGE & REPUTATION

Our longstanding presence in Central Florida has bestowed us with invaluable insights into local trades and market dynamics. This knowledge significantly influences project costs, timelines, and quality.

COLLABORATION AND PARTNERSHIP

Our history of successful collaborations with various municipalities, especially in and around Port Orange, highlights our ability to work harmoniously with different stakeholders. I am enthusiastic about the possibility of further contributing to the City of Port Orange through this opportunity. Thank you for considering our proposal. My team and I look forward to the potential of extending our partnership with the city of Port Orange.

Sincerely,

Andrew R. Hall,

PRESIDENT | HALL CONSTRUCTION CO., INC

CUSTOMER CONTRACT MANAGER: ANDREW R. HALL, (386) 281-7111, AHALL@HALLCONSTRUCTION.COM

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

X Form 9.2 – Proposer's Acknowledgement

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Public Entity Crimes Statement

X Form 9.6 – Anti-Collusion Form

X Form 9.7 – Statement of Qualifications

X Form 9.8 – Professional References for Previous Experience

X Form 9.9 – Scrutinized Companies Certification

X Form 9.10 – E-Verify Affidavit

X Form 9.11 – Debarment, Suspension and Other Responsibility Matters

X Form 9.12 – Non-Disclosure Agreement for Confidential Materiel

X Exhibit "A" – Description of Confidential Material

X Form 9.13 – No Submittal Request Form

X Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

X Current Bonding Capacity Letter (as outlined in Section 6)

X Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

X If applicable – copy of county business license of primary business operations

X (Attachment 1) – Services Costs/Fees Proposal Form

X Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Hall Construction Co., Inc.
Name of Business



Authorized Signature

12/12/23
Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded a contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, do hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Hall Construction Co., Inc.
Name of Business

902 S. Nova Road
Mailing Address

Authorized Signature

Daytona Beach, Florida 32114
City, State & Zip Code

Andrew R. Hall, President
Printed Name and Title

386-252-2526
Telephone Number

59-1032859
Federal Identification No.

office@hallconstruction.com
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

12th day of December, 2023, by Andrew R. Hall and who:

☒is personally known to me; or ☐ has produced n/a as identification.

Notary Public, State of Florida

Patricia L. Wightman
Printed, typed or stamped name, commission and expiration:

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this RFP.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# 1 Date: 12/04/23 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Addendum Acknowledgement and Change Orders Procedures:

Hall Construction Co., Inc.
Name of Business

Authorized Signature

Andrew R. Hall, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

12th day of December, 2023, by Andrew R. Hall and who:

☒ is personally known to me; or ☐ has produced N/A as identification.

Patricia L. Wightman Notary Public, State of Florida

Patricia L. Wightman
Printed, typed or stamped name, commission and expiration:

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faither effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Hall Construction Co., Inc.
Name of Business

Authorized Signature

Andrew R. Hall, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of December, 2023, by Andrew R. Hall and who:

☒ is personally known to me; or ☐ has produced n/a as identification.

Patricia L. Wightman
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
Patricia L. Wightman

This document must be completed and returned with your Submittal

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Andrew R. Hall, who, being by me first duly sworn, made the following statement:

1. The business address of Hall Construction Co., Inc. (name of Offeror or business) is 902 S. Nova Road, Daytona Beach, Florida 32114.
2. My relationship to Hall Construction Co., Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: n/a. A copy of the order of the Division Administrative Hearing is attached.~~
(Draw a line through paragraph 7 if paragraph 6 above applies)

Hall Construction Co., Inc.
Name of Business

Authorized Signature

Andrew R. Hall, President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 12th day of December, 2023, by Andrew R. Hall and who:

☒ is personally known to me; or ☐ has produced n/a as identification.

Patricia L. Wightman
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
Patricia L. Wightman

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Hall Construction Co., Inc.

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Andrew R. Hall

TITLE: President

ADDRESS: 902 S. Nova Road

CITY, STATE AND ZIP CODE: Daytona Beach, Florida 32114

TELEPHONE: 386-252-2526

F.E.I.N.: 59-1032859

This document must be completed and returned with your Submittal

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Proposer: Hall Construction Co., Inc.

B. Permanent main office address: 902 S. Nova Road, Daytona Beach, FL 32114

C. Date organized: 1962

D. If a corporation, where incorporated: State of Florida

E. How many years have you been engaged in the business under your present firm or trade name? 61 years

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: General Contracting Services for mainly local municipalities

H. Have you ever failed to complete any work awarded to you? If so, where and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: Please refer to FORM 9.8 and attachment

L. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $ 70,000

N. Give bank name, contact name and phone number: Florida Capital Bank, Tiffany Wilson 407-637-3749

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Proposer's Qualifications.

Hall Construction Co., Inc.
Name of Business

Authorized Signature

STATE OF: Florida

COUNTY OF: Volusia

Andrew R. Hall, President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 12th day of December, 2023, by Andrew R. Hall and who:

☒Is personally known to me; or ☐ has produced n/a as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:
Patricia L. Wightman

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

JOB #	JOB NAME	Year Completed	Contracted Amount	Delivery Method	Client Name w/ email	Design Architect w/ email	Role(s) in Project
22-009	Ormond EDC Fish Tank	In Progress/2023	$ 88,732		City of Ormond Beach	n/a	CMGC
22-014	Julia Street	In Progress/2023	$ 108,000		Janice Vickaryous	Zahn Engineering	GC
23-006	Parker Stark HQ	In Progress/2023	$ 71,550		Parker Stark	dj Designs, Inc	GC
23-008	Salty Church	In Progress/2023	$ 600,000		Salty Ministries	Kevin Schweizer	GC
23-011	OceanAire Terrace Remodel	In Progress/2024	$ 350,000		Sharon		GC
23-015	Hilton Retail Remodel (and Starbucks)	In Progress/2024	$ 700,000		Daytona Beach Owner OPCO, LLC	DW Design Strategy	GC
23-016	Boulevard Food Hall	In Progress/2025	$ 1,200,000		Parker Stark	dj Designs, Inc	GC
23-025	Keiper Screen Room	In Progress/2023				n/a	GC
23-026	City Ormond Metal Bldg Repair	In Progress/2023	$ 16,000		City of Ormond Beach	n/a	CMGC
23-028	Merideth Residence Addition & Remodel	In Progress/2024	$ 300,000			n/a	GC
23-031	Doris Leaper Preconstruction	In Progress/2024	$ 50,000		Volusia County	n/a	CMGC
23-032	Lavigna Seawall & Renovation	In Progress/2024	$ 800,000		Nina Lavigna	SCES	GC
23-033	Susie Hall Seawall	In Progress/2024	$ 500,000		Susan Hall	SCES	GC
23-034	Benedict Advertising remodel	In Progress/2024	$ 250,000		Benedict Advertising	dj Designs, Inc	GC

902 S Nova Rd.
Daytona Beach, FL 32114
386.252.2526
www.hallconstruction.com

9.7 Statement of Proposer's Qualifications:

J. Equipment List

- 16' double axel covered trailer
- 20' storage Conex

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of Ormond Beach
   Contact Person: Alex Schumann, City Engineer
   City, State: Ormond Beach, Florida
   Telephone Number: 386-676-3302
   Email Address: alex.schumann@ormondbeach.org
   Description of goods/services provided: Construction Management (GMP cost plus)
   Contract Amount: various costs by project
   Start/End Date of Contract: ongoing contract expires in 2027
2. Company Name: SMA Healthcare, Inc
   Contact Person: Eric Horst
   City, State: Daytona Beach, Florida
   Telephone Number: 386-236-1801
   Email Address: ehorst@smahealthcare.org
   Description of goods/services provided: New construction, renovations, repairs, buildouts, etc
   Contract Amount: various costs by project
   Start/End Date of Contract: 2019 - present
3. Company Name: County of Volusia, Floirda
   Contact Person: George Recktenwald
   City, State: Deland, Florida
   Telephone Number: 386-736-5920
   Email Address: grecktenwald@volusia.org
   Description of goods/services provided: Various projects throughout the year
   Contract Amount: various costs by projects
   Start/End Date of Contract: ongoing contract expires in 2024

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Proposer proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Alex Schumann, City Engineer, City of Ormond Beach

   Phone: 386-676-3302

   Current Client: ☒Yes ☐ No

   Number of years of service provided: We have had a continuous contract with the City of Ormond since 1999.

   Description of service: Please refer to the attached project lists for some of the projects we have completed for the Ormond

2. Contact Name: Eric Horst, CFO, SMA Healthcare

   Phone: 386-236-1801

   Current Client: ☒Yes ☐ No

   Number of years of service provided: We have been providing services to SMA Healthcare for over 15yrs.

   Description of service: We have done projects ranging from $5,000 to several million dollars. This past year we help repair hurricane damage on several of their properties ranging from $10,000 to $200,000.

3. Contact Name: Jim Berkley, General Manager, Hilton Daytona Beach Oceanfront Resort

   Phone: 407-590-5904

   Current Client: ☒Yes ☐ No

   Number of years of service provided: 2 year

   Description of service: We have been doing several projects ranging in size and scope for Hilton over the past year. the most recent project removed a concrete planter on the pool deck and matched the existing decorative concrete to allow for a flawless transition.

This document must be completed and returned with your Submittal

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Andrew R. Hall, President, on behalf
(Print Name and Title)

of Hall Construction Co., Inc. ("Company"), certify that Hall Construction Co., Inc.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Hall Construction Co., Inc.
COMPANY NAME

SIGNATURE

Andrew R. Hall
PRINT NAME

President
TITLE

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION (page2)

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 12th day of December, 2023, by Andrew R. Hall and who:

☒Is personally known to me; or ☐ has produced n/a as identification.

Patricia L Wightman Notary Public, State of Florida

Patricia L. Wightman
Printed, typed or stamped name, commission and expiration:

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

This document to be completed and returned with your Submittal

FORM 9.10 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: General Contracting Services for Small Projects

Solicitation Number: RFP #24-01

I, the undersigned hereby certify that Hall Construction Co., Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Hall Construction Co., Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Andrew R. Hall, President
Print or Type Name, Title

Signature of Affiant

59-1032859
Federal Employer ID Number (FEIN)

2257329
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 12th day of December, 2023, by Andrew R. Hall and who:

☒is personally known to me; or ☐ has produced n/a as identification.

Patricia L Wightman
Notary Public, State of Volusia

Printed, typed or stamped name, commission and expiration:
Patricia L. Wightman

This document to be completed and returned with your Submittal

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
T & K ENTERPRISES OF VOLUSIA COUNTY, INC

Doing Business As (DBA) Name
T & K ENTERPRISES OF VOLUSIA COUNTY, INC

Company ID
1403503

Enrollment Date
Apr 18, 2019

Employer Identification Number (EIN)
201882607

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
1 to 4

NAICS Code
561

Sector
Administrative and Support and Waste Management and Remediation Services

Subsector
Administrative and Support Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

720 oliver dr
new smyrna Beach, FL 32168

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Manage and Verify Employees for Clients

Memorandum of Understanding

View Current MOU

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;

   (b) Have not withing a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Hall Construction Co., Inc.	RFP #24-01
Organization Name	Proposal Number
Andrew R. Hall, President	12/12/23
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 9.12 - NON-DISCLOSURE AGREEMENT

Hall Construction Co., Inc
(This form does not apply)

FOR

CONFIDENTIAL MATERIALS

REFERENCE# RFP #24-01

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: Hall Construction Co., Inc

NAME: Andrew R. Hall

TITLE: President

DATE: 12/12/23

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FORM 9.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #24-01 General Contracting Services for Small Projects

Company Name: Hall Construction Co., Inc.

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Hall Construction Co., Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Andrew R. Hall, President

Name & Title of Contractor's Authorized Official

Date: 12/12/23

This document must be completed and returned with your Submittal

763-543-6993
Fax 763-512-0430

CCI SURETY, INC.

Toll Free 1-866-317-3294

1710 N. Douglas Dr., Suite 110 • Golden Valley, MN 55422

September 11, 2023

Hall Construction Co Inc
County of Volusia
123 W. Indiana Ave.
Deland, FL 32720

Subject: Bondability Letter for Hall Construction Co Inc

Dear Sir or Madam:

American Contractors Indemnity Company is the surety company for Hall Construction Co Inc. We consider this firm to be a sound construction company, responsible for their commitments.

American Contractors Indemnity Company is listed on the U.S. Treasury Departments list of acceptable sureties and is rated A++ by AM Best.

American Contractors Indemnity Company is willing to consider bonds for Hall Construction Co Inc with a single project range of $200,000.00. The surety would consider similar requests.

You understand, of course, that any arrangement for Surety Bonding is a matter between the contractor and ourselves and we assume no liability to third parties or to you if any reason we do not execute said bond.

If you have any questions don't hesitate to call. Thank you.

Sincerely,

Jeremy Crawford
President
jcrawford@ccisurety.com

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber,
Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**$5,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

WITNESS my hand and official seal.

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of September, 2023.

Corporate Seals
Bond No. N/A

Agency No. 19903 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Volusia

I, Andrew R. Hall, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Southern Owners Company, under the terms of Policy Number 72010993 for a period from 01/01, 20 24 to 01/01, 20 25.

WITNESS:
By: Susan Hall
Susan Hall
Company:

CONTRACTOR:
By:
Company: Hall Construction Co., Inc.
Name/Title: Andrew R. Hall, President

STATE OF Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 12th day of December, 2023, by Andrew R. Hall and who:

☒Is personally known to me; or ☐ has produced n/a as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:
Patricia L. Wightman

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # RFP #24-01

☒ **I hereby certify that I do not utilize an employee leasing company or leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: n/a

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: Andrew R. Hall

Signature of Owner/Officer: Andrew R. Hall

Title: President, Hall Construction Co., Inc Date: 12/12/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2023

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	CONTACT NAME: Krista Scarborough	
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161	FAX (A/C, No): (386) 760-1770
	E-MAIL ADDRESS: Krista@catonhosey.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern Owners	10190
INSURED Hall Construction Co Inc 902 S Nova Rd Daytona Beach FL 32114-5803	INSURER B : Builders Insurance Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL22122729678 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72010993	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Premises/Operations	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			51-010993-02	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV034240500	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP #23-13 General Contracting for Small Projects

CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

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



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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 264298

Entity Name: HALL CONSTRUCTION CO. INC.

Current Principal Place of Business:

902 SOUTH NOVA ROAD
UNIT 1
DAYTONA BEACH, FL 32114-5804

Current Mailing Address:

902 SOUTH NOVA ROAD
UNIT 1
DAYTONA BEACH, FL 32114-5804 US

FEI Number: 59-1032859

FILED
Feb 08, 2023
Secretary of State
1707098901CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HALL, ANDREW R
902 S. NOVA RD.
DAYTONA BEACH, FL 32014 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ANDREW R HALL 02/08/2023

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT AND CHAIRMAN	Title	VICE PRESIDENT AND SECRETARY
Name	HALL, ANDREW R	Name	HALL, DENNIS N
Address	902 SOUTH NOVA ROAD	Address	902 SOUTH NOVA ROAD
City-State-Zip:	DAYTONA BEACH FL 32114-5804	City-State-Zip:	DAYTONA BEACH FL 32114

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANDREW HALL PRESIDENT 02/08/2023

Electronic Signature of Signing Officer/Director Detail — Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HALL, DENNIS N

HALL CONSTRUCTION CO. INC
904 SOUTH NOVA RD
DAYTONA BEACH FL 32114

LICENSE NUMBER: CGC038684

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Hall Construction Co. Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

902 South Nova Road Unit 1

Requester's name and address (optional)

6 City, state, and ZIP code

Daytona Beach, FL 32114-5804

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	0	3	2	8	5	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/29/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

State of Florida
Department of State

I certify from the records of this office that HALL CONSTRUCTION CO. INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 1962.

The document number of this corporation is 264298.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 8, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of June, 2023



Secretary of State

Tracking Number: 5868675412CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2023 / 2024

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Volusia County
FLORIDA

Account #: 198906060005 Expires: September 30, 2024
Business Location: 902 S NOVA RD UNIT 1

Business Name: HALL CONSTRUCTION CO INC
Owner Name: ANDREW R HALL
Mailing Address 902 S NOVA RD UNIT 1
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
General Contractor Class A	CGC014128	301C	4	$18.00
Hazardous Waste Fee		HW	1	$46.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	08/16/2023
RECEIPT #:	510639
TOTAL TAX:	$64.00
PENALTY:	$0.00
TOTAL PAID:	$64.00

Business Name: HALL CONSTRUCTION CO INC
Owner Name: ANDREW R HALL
Mailing Address 902 S NOVA RD UNIT 1
DAYTONA BEACH, FL 32114

Account #: 198906060005 Expires: September 30, 2024
Business Location: 902 S NOVA RD UNIT 1

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

TAB B Qualifications & Experience





FIRM PROFILE

BUSINESS INFORMATION

Name: Hall Construction Co., Inc
Incorporation Date: 11/06/1962
Address: 902 S. Nova Road
Daytona Beach, FL, 32114
Website: hallconstruction.com
Phone: (386)252-2526

STATE OF FLORIDA CGC LICENSE

CGC 014128
Dennis N. Hall

CORPORATE OFFICERS

Andrew R. Hall — President, Treasurer
Dennis N. Hall — Vice President, Secretary

PMs & ESTIMATORS

Andrew R. Hall, LEED AP
Sr. PM, Lead Estimator
Dennis N. Hall, LEED AP
Estimator, QC Manager
Matthew M. Hall, LEED AP
PM, Estimator
Lance A. Hall
Quality Control

SUPERINTENDENTS

Rodger DeSuza Sr. Superintendent
Michael S. Hyde Superintendent
Lorne Green Superintendent
Anthony Nesta Superintendent
Juan Morales Asst. Super / Asst PM

HISTORY

Providing quality construction in Volusia County and throughout Central Florida for over 60 years.

PROJECT TEAM

Andrew R. Hall

President

Roles:

- Sr. Project Manager
- Chief Estimator
- LEED Accredited Professional

Years Experience:

- 6 Years with Hall
- 20 Years in Industry

Education:

- BS in Building Construction University of Florida Construction Mgmt. Program
- Royal Melbourne Institute of Technology. Melbourne, Australia

Client References:

Volusia County Schools

- Tim Moore
- (386) 527-6107

Hall & Ogle Architects, Inc.

- David Ogle
- (386) 255-6163

DJ Design, Inc

- Dana Smith
- (386) 255-6987

Experience

Andrew Hall is a seasoned construction professional with over two decades of experience in project management and completion, with budgets ranging from under $1,000 to over $60 million. Specializing in local government collaboration, commercial property development, and restoration efforts, Andrew offers a well-rounded skill set essential to any construction project.

Featured Project: The Casements at Ormond Beach

As Project Manager, Andrew successfully led the comprehensive renovation of this historic building, once the winter home of John D. Rockefeller. The project spanned multiple disciplines including masonry, electrical, and mechanical work. **Notably, the project was completed 30 days ahead of schedule and generated approximately $75,000 in cost savings.**



Project Experience:

Horizon Elementary School
Port Orange, Florida

U.S Army Mission Command
Honolulu, Hawaii

Ormond Police Station
Ormond Beach, Florida

Jimmy Hula's Restaurant
New Smyrna Beach, Florida

PROJECT TEAM

Dennis N. Hall

Senior Vice President

Roles:

- Estimating QC
- Project Consultant
- LEED Accredited Professional

Years Experience:

- 38 Years with Hall

Education:

- AA Degree – DSC
- BS Real Estate Land Dev – University of Florida
- Graduate Studies Building Construction – University of Florida

Client References:

Daytona State College

- Steve Selig
- (386) 506-3169

Hall & Ogle Architects, Inc.

- David Ogle
- (386) 255-6163

DJ Design, Inc

- Dana Smith
- (386) 255-6987

Experience

As the Principal in Charge of Estimating at Hall Construction, Dennis has been an invaluable asset to the team, equipping them with the essential resources required for successful projects in the County of Volusia. His extensive background encompasses all facets of project execution, from manpower scheduling to strategic resource planning.

With over 30 years of service as a Senior Project Executive, Dennis has overseen all projects at Hall Construction. His hands-on approach to design reviews, estimates, budget management, and quality control ensures that each project not only meets but exceeds client expectations, cementing our reputation for complete customer satisfaction

Featured Project: Daytona Beach Pier



Relevant Projects:

Daytona Beach Pier Renovation
Daytona, Florida

Port Orange Police Station
Port Orange, Florida

Ormond Fire Station
Ormond Beach, Florida

Air Traffic Control Tower
Ormond Beach, Florida

PROJECT TEAM

Matthew M. Hall

VP Operations

Roles:

- Project Manager
- Estimator
- LEED Accredited Professional

Years Experience:

- 9 Years with Hall
- 15 Years in Industry

Education:

- BS Building Construction – University of Florida

Client References:

P.O Presbyterian Church

- Rev. Dr. Calvin Gittner
- 386-788-1111

Kevin Schweizer Architect

- Kevin Schweizer
- (386) 676-3302

City of Ormond

- April Martti
- (386) 676-3302

Experience

Matthew Hall, brings a wealth of experience to every construction project, covering the full spectrum from initial estimating to hands-on field supervision and final project closeout. His educational background in construction management complements his practical experience, making him a versatile asset capable of contributing to any project at any stage.

In his roles as both Project Manager and Estimator, Matt combines technical knowledge with leadership skills to drive projects to successful completion. Whether he's fine-tuning estimates to align with a client's budget or actively supervising on-site activities to ensure quality and safety standards, Matt's involvement ensures a seamless project workflow.

Featured Project: Andy Romano Park Improvements



Project Experience:

Casements Park Improvements
Ormond Beach, Florida

Cassen Park Boat Ramp
Ormond Beach, Florida

Port Orange Adult Activity Center
Port Orange, Florida

Inlet Harbor Floating Dock
Ormond Beach, Florida

PROJECT TEAM

Michael Hyde

Sr. Superintendent

Roles:

- Project Superintendent

Years Experience:

- 1 Years with Hall
- 37 Years in Industry

Active Registration:

- OSHA 30hr
- GA GC License
- SC GC License

Client References:

Salty Ministries Inc

- Bob Gatchel
- bgatch@cfl.rr.com

Elite Spine

- Dr. Rachel Nakayama
- (386) 765-0102

SMA Healthcare Inc

- Douglas Coleman
- (386) 663-5425

Experience

As the latest addition to the Hall Construction team, Mike brings over 30 years of versatile construction experience to the table. Specializing as a Senior Project Construction Manager and Superintendent, he has a results-oriented, hands-on approach that spans both government and private-sector projects.

Mike excels in coordinating multiple trades and fostering strong relationships with everyone from architects and engineers to contractors and local officials. With a proven record of delivering projects that are safe, on time, on budget, and of high quality, he adds fresh perspectives and enduring value to our operations

Featured Project: Mazda/Toyota Assembly Line Project, Huntsville, AL



Project Experience:

Elite Spine
Port Orange, Florida

Horizon Elementary Addition
Port Orange, Florida

SMA Healthcare Inc
Daytona Beach, Florida

Chestnut Solar Project
Enfield NC

PROJECT TEAM

Rodger DeSuza

Sr. Superintendent

Roles:

- Superintendent

Years Experience:

- 8 Years with Hall
- 38 Years in Industry

Education:

- Business Degree - DSC

Client References:

City of Port Orange

- Susan Lovallo
- (386) 506-5852

DJ Design, Inc

- Dana Smith
- (386) 255-6987

SMA Healthcare Inc

- Douglas Coleman
- (386) 663-5425

Experience

Rodger manages and executes all phases of construction projects, which include managing all trades, scheduling, safety, ordering materials and quality control. He is skilled in many trades related to construction and his experience includes ground up commercial buildings, buildouts, remodeling, and specialty additions and alteration projects. His experience will be a great benefit on any project.

Featured Project: Volusia County Council

Rodger managed all the trades involved with this project. As Contractor for this project, we had to remove and replace all the data and electronics in the council chamber. This required great planning and implementation with our subcontractors to ensure a smooth flow of work. New lighting and audio/ video systems were also installed.



Project Experience:

Cypress Head
Port Orange, Florida

Horizon Elementary Addition
Port Orange, Florida

Town Hall & Admin Building
Ponce Inlet, Florida

Jimmy Hula's
New Smyrna Beach

PROJECT TEAM

Patricia Wightman

Office Manager

Roles:

- Office Manager
- Bookkeeper
- Executive Assistant
- Accounts Payable

Years Experience:

- 1 Years with Hall
- 11 Years in Industry

Education:

- Associate in Finance
- University of Texas San Antonio

Client References:

Peck & Associates
Daytona Beach Florida

D&G General Contracting
Deland, Florida

Chamber of Commerce
Mount Dora

Experience

Proficient in overseeing all operational aspects and Construction Cost Accounting, my responsibilities encompass a wide range of tasks. Key areas of expertise include:

- Management of AIA Progress-to-Completion Accounts Receivable and Subcontractor Agreement Purchase Order management.
- Diligent oversight of Accounts Payable, along with meticulous monthly reconciliations and reporting.
- Efficient handling of CIS cost code management and comprehensive budget oversight.
- Skilled in subcontractor management, ensuring smooth project execution and compliance.
- Effective management of licensing, vendor purchase orders, and insurance, ensuring all operations adhere to regulatory standards.
- Detailed monitoring of NTO Progress and Final Lien Reconciliations, coupled with robust collection efforts.
- Comprehensive payroll administration, including Workman's Compensation reporting and adherence to all related regulatory requirements.
- Consistent and accurate delivery of weekly, monthly, quarterly, and annual Federal reporting.
- Conducting thorough insurance audits and precise construction job costing, ensuring financial accuracy and accountability.



PROJECT TEAM | ORGANIZATIONAL CHART

Architects

Andrew Hall
Operations
Manager



Pre-Construction

Andrew Hall
Chief Estimator
LEED AP

Matthew Hall
Estimator
LEED AP

Dennis Hall
Quality Control

Construction

Andrew Hall
Sr. Project Manager
LEED AP

Dennis Hall
Quality Control
LEED AP

Rodger DeSuza
Superintendent

Patricia Wightman
Bookkeeper

OVER 100 CM/GC PROJECTS.

$13 MILLION BUILT.

HALF A MILLION SAVED.

RE: Hall Construction Company, Inc.

To Whom It May Concern:

In 1999 the City of Ormond Beach executed a Continuing Services Agreement for Construction Management/General Contracting Services with Hall Construction Company. This contract is in two parts with Part A, preconstruction phase services and Part B, construction phase services. The preconstruction phase allows for analysis, design and cost estimating services and the construction phase allows Hall to perform as a General Contractor for a guaranteed maximum price. Our experience with this agreement has been very positive. We have used this agreement with Hall for numerous renovation and new construction projects, including the new Police Facility. To date, the projects have been completed on schedule and none of the projects have exceeded the GMP. I would highly recommend contracting with Hall Construction Company.

If you should have any questions or require additional information, please contact me.

Sincerely,

Judy S. Sloane, P.E.
City Engineer/Deputy Public Works Director



$0 – $50,000

- OBSC Repair/Replace Batter's Eye Fencing
- Police Station Detective Bldg. Demo
- Monument Sign – Airport Business Park
- City Hall 2nd Floor Renovation
- Replace Dugout Roofing – OB Sports Complex
- OBSC Irrigation Building Replacement
- Cassen Park Floating Dock
- Cassen Park Boat Ramp Extension
- Senior Center Art Room Renovation
- Cassen Park Seawall
- Andy Romano Park – Hurricane Repairs
- Senior Center ADA Stage Renovation
- Main Trail Bridge Rehabilitation
- SONC ADA Restroom Renovation
- Washington Street Streetscape Improvement
- Gymnastics Center Improvements

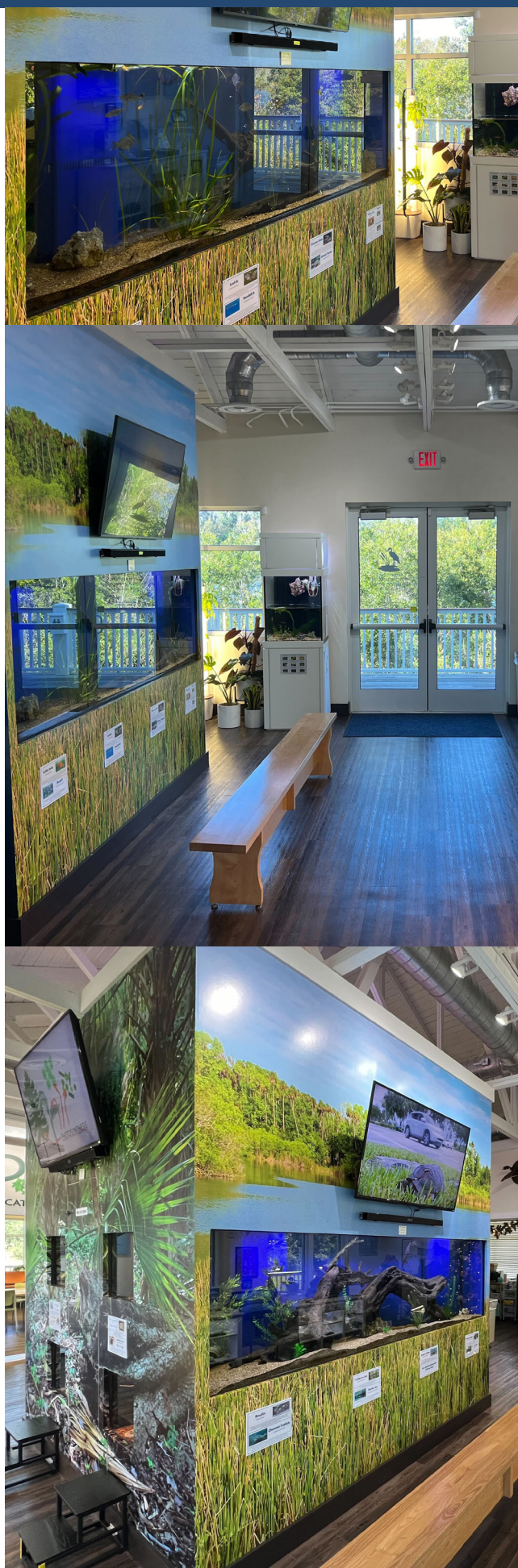


$50,000 — $200,000

- Fire Station #94 Fire Sprinkler/Fire Alarm System
- OBSC Press Box
- Central Park Fishing Pier
- Main Trail Bridge Repair
- City Hall Joint Permit Center
- Nova Gym Ceiling Replacement
- ATCT Fiber Optic Lighting Control Cable
- Fire Station #91 Traffic Signal
- OB Sports Complex Ballfield Netting
- CDBG Beachside Decorative Pavers
- **EDC Fish Tank** *(Project Featured on Right)*
- Sanchez Park Pier Replacement
- Old/Coquina Fire Station #91 Renovations
- Nova Gym Floor Replacement
- Metal Buildings – Water Treatment Plant
- Senior Center Fire Sprinkler System
- Nova Ballfield #1 Concession Bldg. Replacement
- Osceola Elementary Racquetball Court
- Birthplace of Speed Park
- OB Sports Complex Ballfield #1 Lighting Improvements

$200,000 & UP

- Granada Beach Approach Improvements
- Washington St Sidewalk/Tomoka Ave Parking Lot
- Nova Comm Park Ballfield #2 Lighting Improvements
- SONC Improvements
- Air Traffic Control Tower
- **The Casements Architectural Improvements** *(Project Featured on Previous Page)*
- Fire Station #92
- Fire Station #91
- Ormond Beach Police Department



TAB C Approach And Value-added Services



Project Approach for General Contracting Services for Small Projects

PROJECT UNDERSTANDING AND STRATEGY

For decades the Principles of Hall Construction have been able to find, recruit, and employ the best construction professionals available, which has allowed us to maintain an “A Team” who understand the ever-changing environment of the construction industry. Through this team of professionals, we provide all the General Contractor Services required to complete your projects, large or small, on time and within budget.

HALL’S QUALIFICATIONS: ADAPTED FOR SMALL PROJECTS

Our unmatched experience in local construction is not just about scale; it’s about adaptability. For small projects, our approach is streamlined, focusing on agility and precision. We understand that these projects demand a higher level of detail-oriented planning and execution. Our team is skilled in delivering high-quality results within constrained timelines and limited spaces, ensuring that every project, no matter its size, receives the Hall Construction hallmark of excellence.

RISK MANAGEMENT AND SAFETY IN SMALL-SCALE PROJECTS

Our approach includes comprehensive safety protocols, rigorous contingency planning, and proactive communication plans. We anticipate challenges and plan accordingly, ensuring that risks are minimized and any issues are swiftly addressed.
We appreciate the opportunity to submit our qualifications and look forward to collaborating with your team.

CITY-CENTRIC APPROACH

Our dedication to community satisfaction is at the forefront of our project approach. This city partnership extends beyond project completion, as we offer comprehensive post-project support to ensure continued satisfaction.

LEVERAGING LOCAL MARKET KNOWLEDGE

Our deep-rooted experience in Volusia County provides a unique advantage. We navigate local regulations and processes efficiently, ensuring faster project initiation and completion. Our strong relationships with local subcontractors and suppliers mean competitive pricing and reliable resource availability, directly benefiting our clients.

At Hall Construction, we pride ourselves on providing top-quality construction services, tailored to the unique needs of small projects. Our approach combines our deep local expertise, commitment to sustainability, and a client-centric focus, ensuring that each project is a testament to our dedication to excellence and client satisfaction.

SERVICES OFFERED

PRECONSTRUCTION SERVICES | We believe that preconstruction is the most important phase of any construction program. It is during this time that decisions are made that impact the cost, schedule, and quality. This is one of Hall's greatest strengths. We are committed to responding to the City's work requests day or night to help get projects moving quickly and efficiently.

ESTIMATING | Our knowledge of our local building market, current building systems and their associated costs, combined with our estimating programs (On Screen Take Off) and historical data base, enable us to produce detailed, complete, and accurate cost estimates early in the process even with minimal design information. We are committed to turn all estimates around within three (3) business days or as required by bid documents.

VALUE ENGINEERING | Hall looks for ways to provide the owner with cost reductions without reducing project quality or scope. The elimination of a building is not our idea of value engineering. We strive to find products, methods, or procedures that can reduce costs without reducing project scope.

SHOP DRAWING REVIEW AND PROCESSING | For the project to progress and meet scheduled production dates this process must be streamlined yet careful and accurate. We stress that Hall is not a processor of submittal information – rather we are reviewers and coordinators and the first line of defense to eliminate the time-consuming process of re submittals.

PROJECT PLANNING / SCHEDULING | Hall will produce a master schedule outlining all tasks including the design process, purchasing, construction, and owner move-in and project closeout. The project schedule must be extremely detailed and clearly communicated and committed to by every workman and trade
contractor. Our strength lies in our ability to communicate and enforce compliance with the schedule.

GUARANTEED MAXIMUM PRICE | Hall has an extraordinary record with our ability to generate an accurate GMP. On average, we are usually 1% to 3% less than the published GMP amount, adjusted for changes in scope.

SERVICES OFFERED

PROJECT STAFFING | Each project is staffed with qualified and competent local personnel. Advertise and Solicit Bids in the Market Hall has outstanding knowledge of the local subcontractor market. This knowledge and experience will be utilized in the best interest of the City.contractor. Our strength lies in our ability to communicate and enforce compliance with the schedule.

CONDUCT PRE-BID MEETINGS | We fully understand the importance of communication and the elimination of any ambiguity or confusion.

RECEIVE AND ANALYZE BIDS | We make certain that each bid fully covers the scope of work prior to making a recommendation for acceptance. Anticipating long lead items are critical to meeting schedules and deadlines. We anticipate this need and include provisions for advanced ordering of all long lead items.



TAB D Financial History



Building OUR Community Since 1951

December 12, 2023

Hall Construction Co., Inc. certifies that we are financially secure and have the necessary resources to provide the services at the level required by the City of Port Orange as per the requirements for RFP #24-01.

Hall Construction is pro-active in avoiding any type of litigation. We have not been involved with any litigation with our clients or subcontractors since the founding of our company in 1952, nor have we never failed to complete a project.

Our bonding capacity exceeds the specified $200,000 contract limit stated in RFP #24-01.

Our financial statement prepared by our CPA, Sonya L. Laney, CPA, PA, is included as requested, and our Dunn and Bradstreet Number is 03-223-4577

_____

Andrew R. Hall
President
Hall Construction Co., Inc.

State of: Florida
County of: Volusia

This foregoing instrument was acknowledged before me this ____ day of December 2023 by Andrew R. Hall who is President of Hall Construction Co., Inc.

____ Personally Known
____ Produced ID-Type of ID
____ In-person Notarization
____ Online Notarization

_____

Notary Public

Sonya L. Laney C.P.A., P.A.

Accounting
Tax Preparation
Small Business Consultant

May 16, 2023

Hall Construction Co Inc
902 S Nova Rd
Daytona Beach, FL 32114

To the Board of Directors:

Management is responsible for the accompanying financial statements of Hall Construction Co Inc., which comprise of the statement of assets, liabilities and equity-tax-basis, as of December 31, 2022 and the related statements of revenue and expenses-basis for period ending December 31, 2022, in accordance with the tax-basis of accounting, and for determining that the tax-basis of accounting is an acceptable financial reporting framework.

I have performed the compilation engagement in accordance with the Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax-basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United State of America.

Management has elected to omit all of the disclosures and the statement of changes in financial position, required under normal format. If the disclosures were included, they may influence the user with regard to the company's assets, liabilities, equity, revenue and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sonya L. Laney C.P.A. P.A.

(386)761-8500 Fax: (386)761-8955
5131 S Ridgewood Ave Ste. F Port Orange, FL 32127-5168
Http://sonyalaney.com

HALL CONSTRUCTION CO., INC.
BALANCE SHEET
PRELIMINARY
DECEMBER 31, 2022

ASSETS		2022
Current assets		
Cash and cash equivalents	$	8,247
Contract Receivables		302,767
Prepaid Expenses		6,673
Costs and estimated earnings in excess of billings on uncompleted contracts		134,106
Total current assets		451,794
Property and equipment, net		70,212
Total Assets	**$**	**522,005**
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities		
Accounts payable and accrued expenses	$	221,979
Billings in excess of costs and estimated earnings on uncompleted contracts		244,056
Total current liabilities		466,035
Long term liabilities		
Note Payable Shareholder		39,545
Ally Note Payable		57,470
Total long term liabilities		97,015
Stockholder's equity		
Common Stock, no par value, 50 shares authorized, issued and outstanding		49,883
Retained earnings		(102,464)
Accumulated other comprehensive income		11,537
Total stockholder's equity		(41,044)
Total Liabilities and Stockholder's Equity	**$**	**522,005**

CPA PROVIDES NO ASSURANCES

HALL CONSTRUCTION CO., INC.
STATEMENTS OF OPERATIONS
PRELIMINARY
FOR THE YEAR ENDED DECEMBER 31, 2022

	2022
Contract Revenues earned	$ 242,750
Cost of revenues earned, selling, general, and administrative expenses	
Direct costs	121,829
Selling, general, and administrative expenses:	
Salaries and wages	104,546
Taxes and licenses	461
Depreciation	13,208
Vehicle Expense	10,680
Repairs and maintenance	18,651
Utilities	1,579
Office supplies and expenses	7,631
Office rent	1,092
Legal and professional	6,284
Other	54,957
Total cost of revenues earned, selling, general and administrative expenses	219,089
Operating Income (loss)	(98,168)
Net income (loss)	**$ (98,168)**

HALL CONSTRUCTION CO., INC.
STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY
PRELIMINARY
FOR THE YEAR ENDED DECEMBER 31, 2022

	Common Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance, December 31, 2021	$ 49,883	$ (4,297)	$ 11,537	$ 57,123
Net Income (loss)	-	(98,168)	-	(98,168)
Distributions	-		-	-
Balance, December 31, 2022	$ 49,883	$ (102,464)	$ 11,537	$ (41,044)

Hall Costruction Co., Inc.
Work in Progress Schedule
As of December 31, 2022

Contract	Total Contract Price	Total Estimated Costs	Total Estimated Profit	Total Actual Costs	Percent Complete	Estimated Earnings based on Percent Complete	Actual Costs incurred plus est. earnings	Total Billings to date	Billings Over (Under) Costs and Estimated Earnings
Jimmy Hulas NSB	$ 1,301,676	$ 1,189,013	$ 112,663	$ 780,292	66%	$ 73,935	$ 854,227	$ 1,080,151	$ 225,924
FBC	$ 141,846	$ 122,890	$ 18,956	$ 109,630	89%	$ 16,911	$ 126,541	$ 128,774	$ 2,233
SMA 702	$ 275,000	$ 250,000	$ 25,000	$ 121,915	49%	$ 12,191.46	$ 134,106	$ -	$ (134,106)
Julia St Renovation	$ 100,000	$ 85,000	$ 15,000	$ 10,899	13%	$ 1,923	$ 12,822	$ 18,509	$ 5,687
4319 S Atlantic Seawall	$ 475,000	$ 350,000	$ 125,000	$ 29,464	8%	$ 10,523	$ 39,987	$ 50,199	$ 10,212
Collins Truss Job	$ 38,601	$ 33,617	$ 4,984	$ -	0%	$ -	$ -	$ -	$ -
Slaty Church	$ 398,996	$ 362,724	$ 36,272	$ -	0%	$ -	$ -	$ -	$ -
Kiapers House	$ 107,000	$ 85,000	$ 22,000	$ -	0%	$ -	$ -	$ -	$ -
Boulivard Food Hall	$ 850,000	$ 765,000	$ 85,000	$ -	0%	$ -	$ -	$ -	$ -
	$ 3,688,119	**$ 3,243,244**	**$ 444,875**	**$ 1,052,200**		**$ 115,484**	**$ 1,167,684**	**$ 1,277,633**	**$ 109,950**

Overbillings	$ 244,056
Underbillings	$ (134,106)
	$ 109,950

CPA PROVIDES NO ASSURANCES

Hall Construction Co., Inc.
Completed Projects
as of December 31, 2022

Completed Jobs	Final Contract Price	Cost	Profit
Parker Stark Demo	$ 37,292	$ 22,254	$ 15,038
Benedict Office	$ 1,500	$ 848	$ 652
Bonnie and Alan's Res.	$ 4,338	$ 3,994	$ 344
Wagner's Home office	$ 36,432	$ 35,031	$ 1,401
SMA Daytona	$ 6,270	$ 5,700	$ 570
Westminster	$ 11,426	$ 10,386	$ 1,040
SMA Magnolia Drywall	$ 19,852	$ 12,581	$ 7,271
SMA 702 Calvin Street	$ 11,449	$ 8,286	$ 3,163
Totals	**$ 128,559**	**$ 99,080**	**$ 29,479**

CPA PROVIDES NO ASSURANCES

dun & bradstreet

Business Information Report Snapshot

HALL CONSTRUCTION CO. INC.

D-U-N-S: 03-223-4577
ADDRESS: 902 S Nova Rd, Daytona Beach, FL, 32114, United States
Date: 09/06/2023

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US$ 30,000	79 LOW RISK	100 LOW RISK	93 LOW-MODERATE RISK	1 LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW | LOW-MODERATE | MODERATE | MODERATE-HIGH | HIGH

Maximum Credit Recommendation

US$ 30,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: VERY STABLE CONDITION
- Based on the predicted risk of business discontinuation: HIGH LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months



When weighted by dollar amount, payments to suppliers on average, are on time. Value is based on payments collected over the last **3 months**.

24 Months



When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last **24 months**.

PAYDEX®

Based on 24 months of data

79

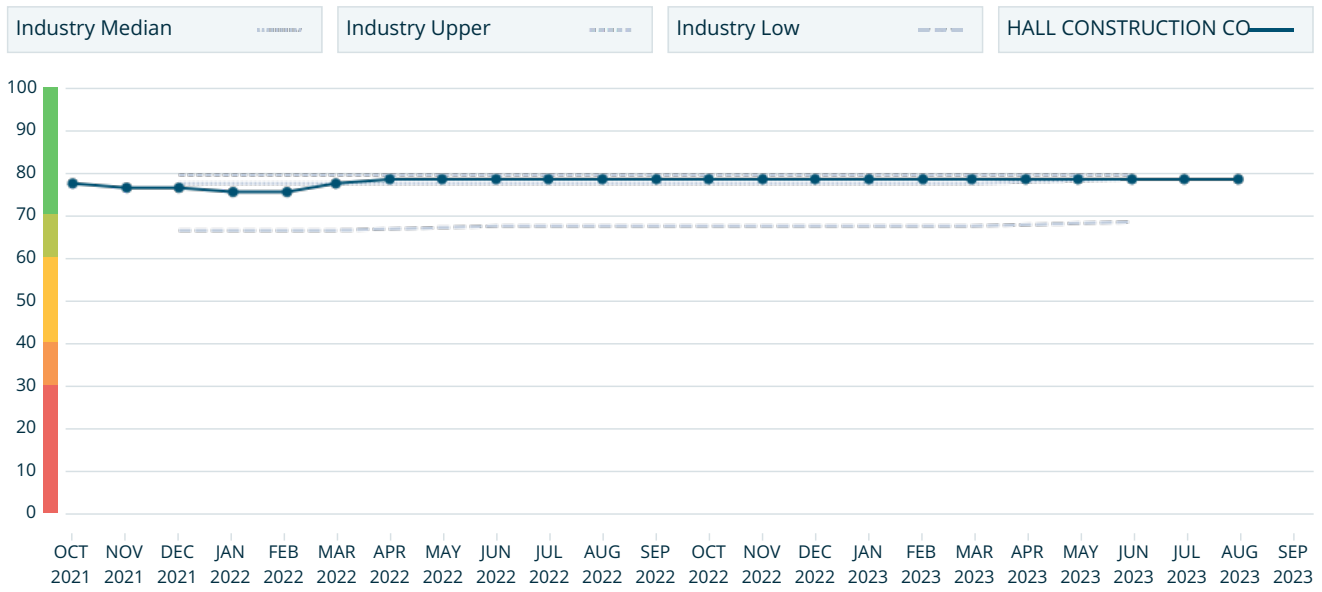
Low Risk (100) High Risk (1)

Based on a D&B PAYDEX® of

Risk of Slow Pay
LOW

Payment Behavior
2 Days Beyond Terms

Business and Industry Trends 1542 - Nonresidential construction



DELINQUENCY PREDICTOR SCORE

100

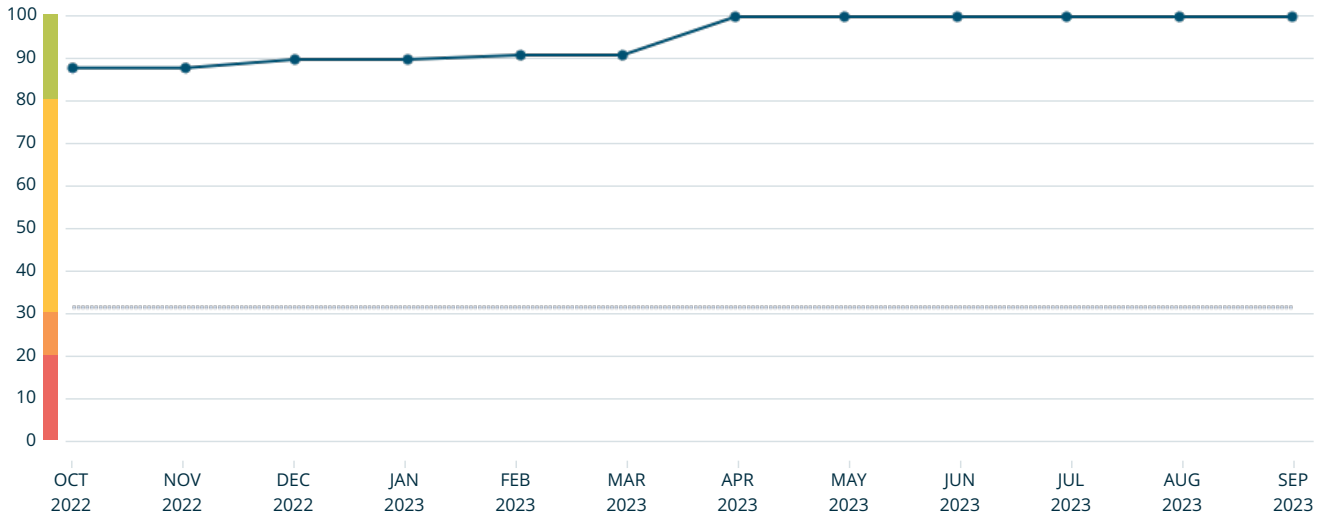
Low Risk (100) High Risk (1)

Higher risk industry based on delinquency rates for this industry

Based on a D&B Delinquency Predictor Percentile of -

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B
LOW	637	0.52%	10.2%

Business and Industry Trends 1542 - Nonresidential construction



FINANCIAL STRESS SCORE

93

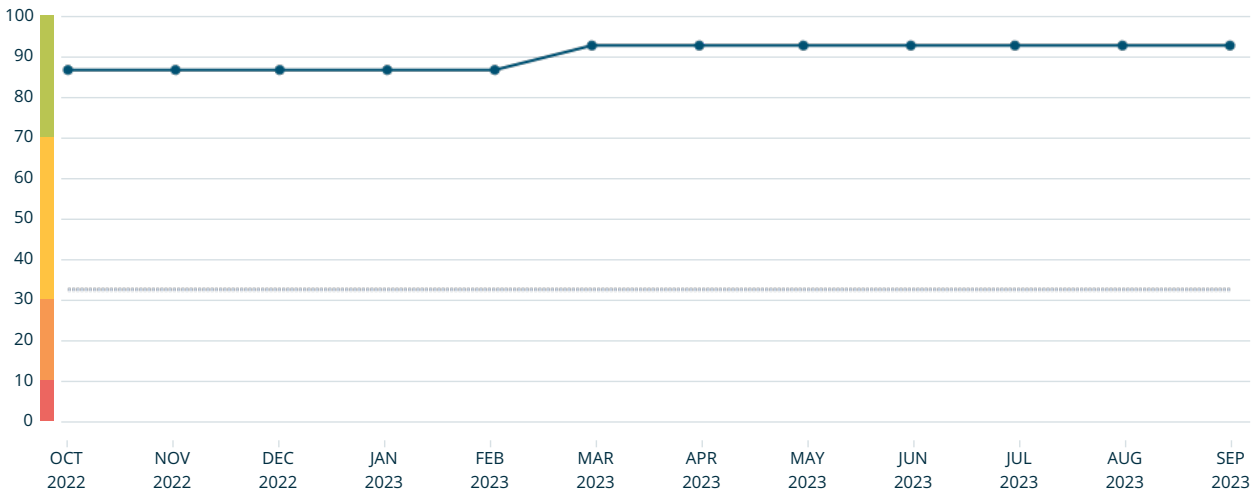
Low Risk (100) High Risk (1)

Based on a D&B Financial Stress Percentile of

- UCC Filings reported
- Low proportion of satisfactory payment experiences to total payment experiences

Level of Risk	Raw Score	Probability of Failure	Compared to Businesses in D&B
LOW-MODERATE	1561	0.06%	0.48%

Business and Industry Trends 1542 - Nonresidential construction



SUPPLIER EVALUATION RISK RATING

1

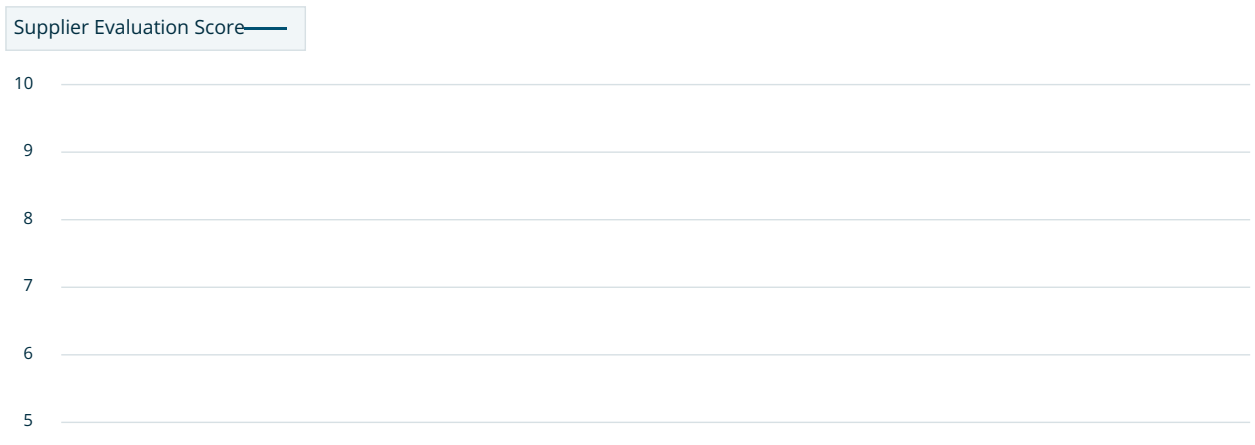
Low Risk (1) High Risk (9)

Based on a Supplier Evaluation Risk Rating of !

Factors Affecting Your Score

- Limited business activity signals reported in the past 12 months
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive
- Proportion of slow payment experiences to total number of payment experiences reported

Business and Industry Trends 1542 - Nonresidential construction



TRADE PAYMENTS

TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior

2

Days Beyond Terms

Highest Now Owing: US$ 30,000

% of Trade Within Terms

88%

Total Trade Experiences: 20

Largest High Credit: US$ 45,000

Average High Credit: US$ 5,837

Highest Past Due

US$ 0

Total Unfavorable Comments : 0

Largest High Credit: US$ 0

Total Placed in Collections: 0

Largest High Credit: US$ 0

TRADE PAYMENTS BY CREDIT EXTENDED

$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	$0
50,000 - 100,000	0%	0	$0
15,000 - 49,999	100%	1	$45,000
5,000 - 14,999	100%	3	$20,000
1,000 - 4,999	67%	3	$3,000
UNDER 1,000	88%	5	$2,050

TRADE PAYMENTS BY INDUSTRY

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)
93 - Public Finance Taxation And Monetary Policy	5	7,500	
9311 - Public Finance	5	7,500	93
50 - Wholesale Trade - Durable Goods	2	7,500	
5031 - Whol Lumber/millwork	2	7,500	97
55 - Automotive Dealers And Gasoline Service Stations	1	45,000	
5511 - Ret New/used Autos	1	45,000	100

32 - Stone, Clay, Glass, And Concrete Products	1	1,000	
3273 - Mfg Readymix Concrete	1	1,000	100
48 - Communications	2	750	
4813 - Telephone Communictns	1	750	100
4812 - Radiotelephone Commun	1	500	100
49 - Electric, Gas And Sanitary Services	1	500	
4911 - Electric Services	1	500	100

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
07/2023	Prompt	-	750	500	0	1 Month
07/2023	Prompt	-	500	500	-	1 Month
07/2023	Prompt	-	500	500	0	1 Month
06/2023	Prompt	-	45,000	30,000	0	1 Month
06/2023	-	Cash Account	100	-	-	1 Month
05/2023	-	Cash Account	100	-	-	1 Month
05/2023	-	Cash Account	50	-	-	1 Month
05/2023	-	Cash Account	50	-	-	1 Month
03/2023	-	Cash Account	100	-	-	1 Month
03/2023	-	Cash Account	50	-	-	1 Month
03/2023	-	Cash Account	50	-	-	1 Month
03/2023	-	Cash Account	50	-	-	1 Month
02/2023	Prompt	-	7,500	-	-	1 Month
02/2023	Prompt	-	5,000	-	-	1 Month
02/2023	Prompt	-	1,000	-	-	1 Month
02/2023	Prompt	-	50	-	-	1 Month
02/2023	Slow	-	1,000	-	-	1 Month
10/2022	Slow	-	250	0	0	Between 6 and 12 Months
04/2022	Prompt	-	7,500	0	0	Between 6 and 12 Months

04/2022	Prompt	-	1,000	0	0	Between 6 and 12 Months

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	1
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	09/11/2018

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

UCC Filing - Original

Filing Date	2018-09-11
Filing Number	201806471181
Received Date	2018-09-21
Collateral	Account(s) - General intangibles(s) - Chattel paper - Contract rights - Equipment
Secured Party	DEERE & COMPANY, JOHNSTON, IA
Debtors	HALL CONSTRUCTION CO. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL

COMPANY EVENTS

The following information was reported on: 08-05-2023

The Florida Secretary of State's business registrations file showed that Hall Construction Co. Inc was registered as a corporation on November 6, 1962.

Business started 1952 by James B Hall. 60% of capital stock is owned by Dennis N Hall. 40% of capital stock is owned by Lance A Hall.

JAMES B HALL born 1927. 1952-present active here.

LANCE A HALL born 1955. 1976-present active here.

DENNIS N HALL born 1953. 1977-present actiev here.

SPECIAL EVENTS

There are no special events recorded for this business.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

INCOME STATEMENT

Income Statement data is not available for this company.

BALANCE SHEET

Balance Sheet data is not available for this company.

FINANCIAL RATIOS

Solvency	Fiscal Consolidated 12-31-2008	Fiscal Consolidated 12-31-2007	Fiscal Consolidated 12-31-2006
Current Ratio	1.6	2.2	1.8
Quick Ratio	0.2	0.2	0.9
Current Liabilities To Net Worth (%)	154.2	81.4	119.3
Total Liabilities/Net Worth (%)	154.2	81.4	119.3
Fixed Assets To Net Worth (%)	2.4	3.4	3.1

Efficiency	Fiscal Consolidated 12-31-2008	Fiscal Consolidated 12-31-2007	Fiscal Consolidated 12-31-2006
Accounts Payable To Sales Ratio	15.2	9.2	-
Sales To Working Capital Ratio	7.8	-	-
Assets/Sales	33.3	27.2	-

Profitability	Fiscal Consolidated 12-31-2008	Fiscal Consolidated 12-31-2007	Fiscal Consolidated 12-31-2006
Return On Net Worth (%)	34.3	40.6	31.6
Return On Assets (%)	13.5	22.4	14.4
Return On Sales (%)	4.1	5.5	3.9

COMPANY PROFILE

COMPANY OVERVIEW

D-U-N-S 03-223-4577	**Mailing Address** PO Box 1987, Daytona Beach FL 32115, US	**Annual Sales** -
Business Form Corporation (US)	**Telephone** (386) 252-2526	**Employees** -
Date Incorporated 11/06/1962	**Fax** -	**Age (Year Started)** 71 years (1952)
State of Incorporation Florida	**Website** -	**Named Principal** JAMES B HALL, CHB
Ownership -	**Line of Business** Nonresidential construction	**SIC** 1542

OWNERSHIP

This business is not currently a part of a family tree.

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FINANCIAL STRESS SCORE

93

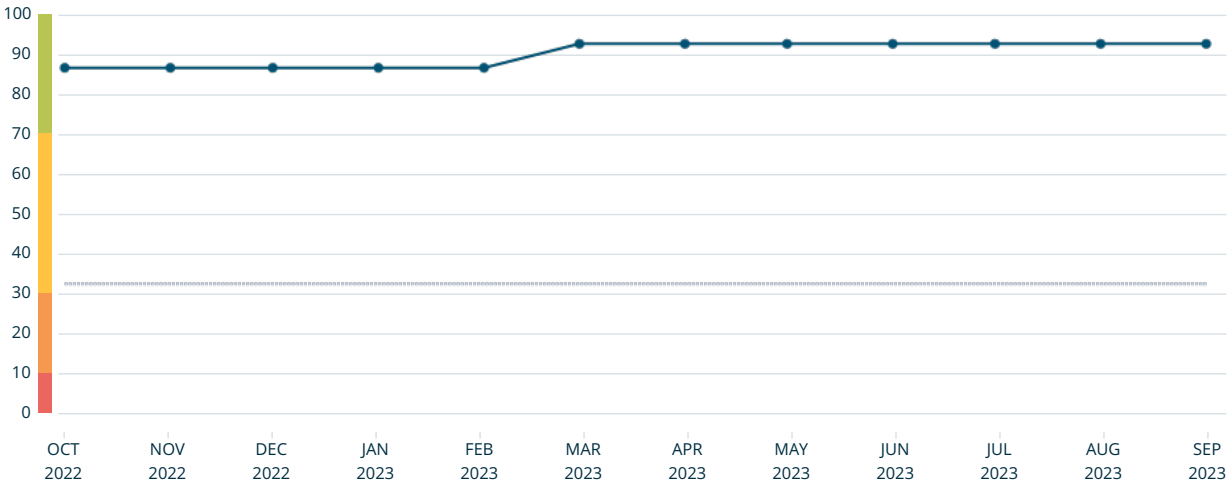
Low Risk (100) High Risk (1)

Based on a D&B Financial Stress Percentile of

- UCC Filings reported
- Low proportion of satisfactory payment experiences to total payment experiences

Level of Risk	Raw Score	Probability of Failure	Compared to Businesses in D&B
LOW-MODERATE	1561	0.06%	0.48%

Business and Industry Trends 1542 - Nonresidential construction



SUPPLIER EVALUATION RISK RATING

1

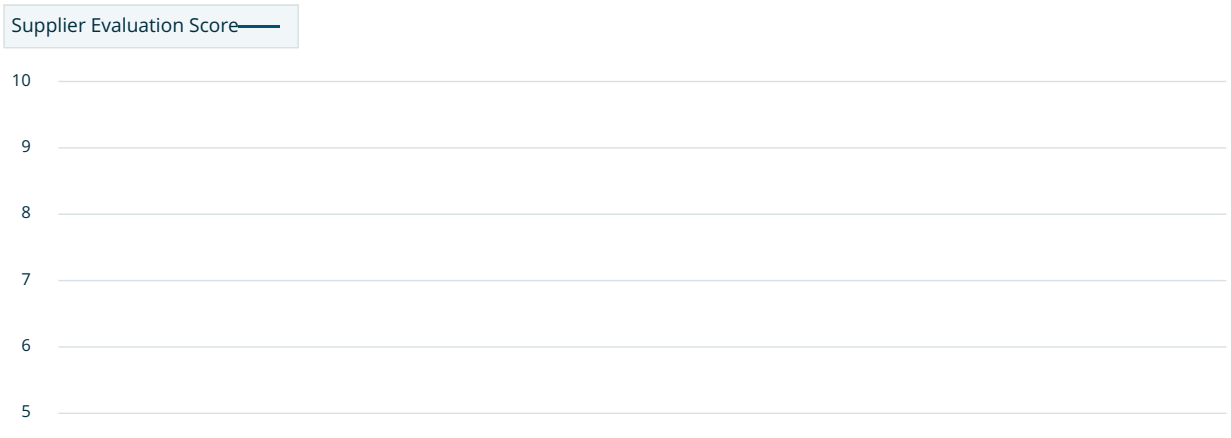
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Based on a Supplier Evaluation Risk Rating of !

Factors Affecting Your Score

- Limited business activity signals reported in the past 12 months
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive
- Proportion of slow payment experiences to total number of payment experiences reported

Business and Industry Trends 1542 - Nonresidential construction



TAB E Proposed Fees



(ATTACHMENT 1) – SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include this document under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	Hall Construction Co Inc.
Contact Person:	Andrew Hall
Email Address:	ahall@hallconstruction.com
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	**Unit of Measure**	**Unit Cost** Normal Business Hours (As outlined in Section 3)	**Unit Cost** After Normal Business Hours, Weekends, Holidays (As outlined in Section 3)
General Manager or equivalent	Hour	$129/hr	N/A
Project Manager or equivalent	Hour	$114/hr	N/A
Project Supervisor/Superintendent or equivalent	Hour	$98.55/hr	$147.83/hr
Project Coordinator or equivalent	Hour	$46/hr	$69/hr
General Carpenter	Hour	N/A	N/A
Tradesman	Hour	N/A	N/A
Journeyman	Hour	N/A	N/A
General Laborer	Hour	$37/hr	$55.5/hr
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	10 %	



POINT OF CONTACT:

Andrew Hall
President
Hall Construction Co., Inc
(386) 252-2526

OFFICE:

902 S. Nova Road,
Daytona Beach, FL 32114

hallconstruction.com

RFP #24-01

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #24-01

GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS

City of Port Orange Purchasing Division

Prepared by Joseph Castro, Buyer
Release Date: November 17, 2023

Proposal Due Date and Time:

December 13, 2023 at 2:30 P.M. (EST)

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

RFP #24-01
GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS

Notice is hereby given that the City of Port Orange is soliciting proposals for RFP #24-01 General Contracting Services for Small Projects. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. Eastern Standard Time (EST) on December 13, 2023,** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all the required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened and Proposers names will be read aloud on December 13, 2023 at 2:30 P.M. in the Council Chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida 32129.**

There will be a Non-Mandatory Pre-Proposal Conference at 2:00 P.M. (EST) on November 22, 2023 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. **All prospective proposers are encouraged to attend the meeting.** All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. Proposers are urged to obtain proposal documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.

DESCRIPTION: The City is soliciting sealed proposals for General Contracting Services work to be performed throughout the City.

The Proposer must be able to obtain both payment and performance bonds equal to one-hundred percent (100%) of project value (when required by the City) from a surety company licensed in Florida and must submit proof of their present bonding capacity with their submitted proposal package in the form of a current (not older than 3 months) letter from Proposer's bonding agent. Proposer's failure to include the bonding capacity letter with submittal package may result in rejection of Proposer's submittal.

Proposers must be a commercial entity licensed to do business in the State of Florida and to perform the services identified herein.

All Requests for Proposals (RFPs) are solicited and will be evaluated on the criteria outlined in the RFP. An Evaluation Committee comprised of City staff has been appointed to evaluate and rank the proposals received in accordance with the Policies and Procedures as set forth in the City's Purchasing Manual.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com.

All questions must be directed in writing to Joseph Castro, Buyer, jcastro@port-orange.org and purchdiv@port-orange.org and reference **"Questions on RFP #24-01 General Contracting Services for Small Projects" in the subject line.** Last day for questions will be November 29, 2023 at 5:00 P.M. (EST)

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time proposers, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential proposers, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org .

Cut along the outer border and affix this label to the outside of your sealed proposal envelope/package to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL – DO NOT OPEN

SEALED PROPOSAL NO.: **RFP #24-01**

PROPOSAL TITLE: **GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS**

DUE DATE/TIME: **December 13, 2023 AT 2:30 P.M. (EST)**

SUBMITTED BY: _____
(Name of Company)

ADDRESS: _____

_____

DELIVER TO: **City of Port Orange**
Attn: Joseph Castro, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for the provision of providing General Contracting Services for City projects.

It is the intent and purpose of the City of Port Orange (City) that this RFP promotes competitive selection. It shall be the Proposer's responsibility to advise the Purchasing Division if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposers) desiring to provide services, as described herein, shall submit sealed proposals, including one (1) original, five (5) copies and one (1) identical digital version in PDF format on USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Eastern Standard Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of Distribution	November 17, 2023
Non-Mandatory Pre-Proposal Conference	November 22, 2023
Deadline for Questions	November 29, 2023
Addendum Posting (If needed)	December 6, 2023
Proposals Due	December 13, 2023
Evaluation Period	To Be Determined
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Proposers must indicate on the outside of their proposal the following:

a. Request for Proposal (RFP) Number and Title
b. Date of Opening
c. Name of Proposer
d. Address of Proposer

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline will not be considered.

Offers by telephone or email will not be accepted. Also, Proposers are instructed NOT to fax their proposal package. **Faxed proposals will be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

PRE-PROPOSAL CONFERENCE

There will be a Non-Mandatory Pre-Proposal Conference on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective Proposers are encouraged to attend the meeting.** All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and must sign in accordingly.

QUESTIONS REGARDING THIS RFP

All questions shall reference **"Questions on RFP #24-01 General Contracting Services for Small Projects"** in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
and
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Addenda will be provided via the City website Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com. Proposers should not rely on any representations, statements or explanation other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the Proposer's responsibility to be sure all issued addenda have been received and reviewed. Proposers should acknowledge the correct number of addenda received as part of their proposals by completing Form 9.3 – Addendum and Change Order Procedure Acknowledgement contained herein. This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause action arising therefrom.

CLARIFICATIONS

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Purchasing Representative, at the email provided, should clarification be required. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS

Proposers must be commercially licensed to do business in the State of Florida and appropriately qualified in the areas specified in the scope of work and to perform the services identified herein. Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP on the provided Form 9.8 – Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

All Proposers are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

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EXCEPTIONS TO SPECIFICATIONS
If taking exception to any portion of the RFP specification, the Proposer must indicate those exceptions as stated on Form 9.2 – Proposer's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL
Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn and will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS
Correction of inadvertently erroneous proposals shall be permitted up to the time of the RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS
Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

REJECTION OF PROPSALS
The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

a. Failure to update the information on file including address, product, service or business descriptions.
b. Failure to perform according to contract provisions.
c. Conviction in a court of law of any criminal offense in connection with the conduct of business.
d. Evidence of a violation of any federal or state antitrust law based on the submission of proposals or the awarding of contracts.
e. Evidence that the Proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part or the City of Port Orange purchasing activity.
f. Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS
All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)
If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF WORK: The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

SERVICE AND PRODUCT WARRANTY

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

SERVICE REQUIREMENTS

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]

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SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to proposers, term and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a solicitation. Plural: Addenda
2. **Amendment** is a formal written agreement, signed by both parties, that modifies and existing contractual agreement.
3. **Appropriate, Appropriated or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design and workmanship.
5. **Bid Guaranty (Bid Bond)** guarantees that the Bidder will not withdraw the Bid within the period specified for acceptance and will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the solicitation unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
6. **Bidder or Proposer** is a person, firm or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring good, services and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a competitive process, regardless of the method or procurement.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders or Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **Construction** means the process of building, repairing, improving and alterations, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials and/or services to be provided the City by a Bidder or Proposer.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for the receipt of responses to a solicitation.
17. **End User** is a person, program, agency or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team
20. **Intent to Award** is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
21. **Issues** means points, matters or concerns to be addressed during negotiations.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications or a reply submitted in response to an Invitation to Negotiate.
24. **Outlier** is a proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar

to or inconsistent with competing bids or offers.

25. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions regarding the proposed Contract and particularly the Contract specifications with the City Department requesting the goods/services.
26. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
27. **Procurement Process** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration and disposal/service.
28. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper in connection with his or her professional employment or practice.
29. **Proposal** is a complete, properly signed response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
30. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
31. **Purchase Order** is an order placed by the Purchasing Division for the purchase of goods or services written on the City's standard Purchase Order form and which, when accepted by the Proposer, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for the goods or services specified and the City's commitment to accept the goods or services for an agreed upon price.
32. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified good or service which has been advertised for Proposal in a newspaper.
33. **Respondent** means and entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation being issued.
34. **Response/Submission** means all materials submitted to the City by a Respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications or a reply, depending on the type of competitive solicitation being issued.
35. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
36. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications or reply that conform in all material respects to the solicitation.
37. **Scope** means the extent of the area or subject matter that something deals with or to which is relevant.
38. **Scope of Work** means a description of the work activities, deliverable and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
39. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
40. **Solicitation** means a formal request, as applicable, for prospective Bidders or Proposers to submit a response to an Invitation to Bid, Request for Proposal or Request for Statement of Qualifications.
41. **Solicitation Document** means a document or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida statutes.
42. **Stakeholder** means an individual, who is not likely to become a Proposer, who has and interest in the commodities/contractual services needed.
43. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
44. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all Solicitations; however, **these may be superseded, in whole or part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ADDENDUM**
   When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx . The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.
2. **ANTI-COLLUSION STATEMENT**
   By submitting this Response to a Formal Solicitation, the Proposer affirms that this Response is without previous understanding, agreement or connection with any person, business or corporation submitting a Response for the same materials, supplies or equipment, and that this Response is in all respects fair and without collusion or fraud. Additionally, Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.
3. **APPLICABLE LAWS**
   In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.
4. **ASSIGNMENT**
   The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Proposer from all contractual obligations.
5. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**
   A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has

the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. AWARD AND EXECUTION OF CONTRACT

The Proposer(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

7. AWARDS

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, proposal, or quote for purchase of services and goods by the City of Port Orange.

8. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

9. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

10. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

11. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

12. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Proposer. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

13. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Proposers, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer.
- All communications occurring at Pre-Proposal Conferences.
- Oral presentations before publicly noticed committee meetings.
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

14. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

15. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Proposers business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

16. CONTRACT

Any acquisition above the $100,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

17. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

18. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Proposer. Any price escalations are limited to those stated by the Proposer on the original Response.

19. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

20. COPYRIGHT AND PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

21. COST INCURRED BY PROPOSER

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City or any work performed in connection therewith shall be borne by the Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

22. DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers are required to disclose to the City all cases of debarment filed, pending or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer or any

predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

23. DEFAULT PROVISIONS

In the event of default by the Proposer the City reserves the right to procure the item(s) solicited from other sources and hold the Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Proposer for a period of 36 months from the date of default.

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their Response the name of any officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

25. E-VERIFY

Proposers 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 Proposer during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Proposers shall complete Form 9.10 E-Verify Affidavit and include it in the returned Response package. **Failure to include the affidavit may result in rejection of the Response.**

26. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, in his/her proposal, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Proposer on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

27. FACILITIES

The City reserves the right to inspect Proposer's facilities at any time.

28. FAILURE TO RESPOND

If the Proposer elects not to submit a proposal, please return the enclosed "Proposer's Acknowledgement Form" by the proposal due date and state the reason(s) for not proposing. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Proposal", three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

29. FINANCIAL STABILITY

Proposers shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

30. 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.

31. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

32. GOVERNING LAW

Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

33. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Proposer/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

34. HIPAA COMPLIANCE

The Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has no authority to bind the City. The Proposer represents itself to be an independent Contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

37. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Proposer cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

38. INSURANCE

If required upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

39. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

40. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non- contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such

insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
Required	**Insurance**	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 -$20 million Statutory/$1,000,000 Contracts over $20 million to be determined by the City	• 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)	Limits: Combined Single Limit Bodily Injury and Property damage: $1,000,000 each occurrence $1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	Limits: Auto Liability Bodily Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk Additional Coverage:	Limits: Buildings – completed value of contract "All Risk" coverage on latest ISO or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage – To Be Determined	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Professional Liability/Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – To Be Determined	
☐	Payment and Performance Bond required	Limits: Coverage – equal to amount of contract	
	City Manager waives Payment and Performance Bond for all work under $200,000 unless otherwise required by Department Director.		
	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

41. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or email apbilling@port-orange.org . In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

42. IRREVOCABILITY OF RESPONSES

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

43. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

44. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES

The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

46. LITERATURE (if applicable)

If no brand, model or make is specified, Proposers shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material and/or services he/she proposes to furnish.

47. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services or the subcontracting of work in performance of this contract.

48. NON-EXCLUSIVITY OF CONTRACT

The selected Proposer understands and agrees that any resulting contractual relationship is non- exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

49. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

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50. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

51. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

52. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

53. PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-proposal conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-proposal conference is not mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

54. PROPOSAL EVALUATION

Proposers who wish to receive a copy of the proposal evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Payment and Performance bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

55. PROPOSAL RETURNS

Proposers shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Proposers unopened.

56. PROPRIETARY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Proposer must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

57. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or

interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

58. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

59. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Proposer list.

60. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d. Meet all requirements on retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5563, cityclerk@port-orange.org , CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

61. **PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Proposers will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Proposer, or where a Proposer answers questions. In other words, neither Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Proposers, but the new law limits public attendance to portions of such meetings.

62. **QUESTIONS/INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

63. **RECORDS/AUDIT**

The Proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

64. **REQUEST FOR ADDITIONAL INFORMATION** Prior to the final selection for award, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

65. **REVIEW OF RESPONSES SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Proposal non- responsive.

66. RIGHT OF NEGOTIATION

The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.

67. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

68. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries or correspondence relating to or in reference to a Solicitation, and all reports, charts and other documentation submitted by Proposers shall become the property of the City when received.

69. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

70. SCRUTINIZED COMPANIES LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The Contractor shall provide a completed Form 9.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

71. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

72. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

73. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED RESPONSES WILL BE REJECTED**. All manual signatures must be original - no rubber stamp, photocopy, etc.

74. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

75. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

76. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph

Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or an addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, proposal number, name and address of the Proposer.

77. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

78. SUBCONTRACTING

The Proposer will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

79. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

80. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Proposer.

81. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

82. USE OF SOLICITATION FORMS

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole

proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Proposer's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

84. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Proposals will be considered. However, the City reserves the right to waive formalities or informalities in Proposals, to reject, with or without cause, any or all Proposals or portions of Proposals, or to interview or not interview individual Proposers and to accept any Proposals or portions of Proposals deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY
Proposals offered in this RFP must remain firm for a period of one-hundred-twenty (120) days from the RFP opening date.

AWARD
It is the intent of the City to recommend an award for the services outlined in this RFP to the highest scoring proposer as the "Primary" Contractor and up to two (2) additional proposers as alternate Contractors.

CONTRACT TERM
The awarded proposer will be required to enter into a contract for a period of two (2) years, with three (3) 1-year renewal periods available subject to City approval and appropriated budget. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term .

ELIGIBILITY OF PROPOSER
1. To be eligible to respond to this RFP, the respondent's firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal and have prior experience working with the services described in this RFP. Please provide eligibility experience with your submittal by completing Form 9.7 Statement of Proposer's Qualifications.

2. Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active". Respondents must be Certified General Contractors and shall hold a Florida Contractor license. This license must be valid at the time of submission of respondent's Proposal. A copy of all required licenses must be provided with submission **(TAB A)**. During the course of the contract term, if any changes occur in awardee's licensure, the contractor must notify the City of Port Orange.

3. The respondent's license holder and project manager must have at least three (3) years of experience in the construction of commercial size or similar projects. The respondent must be experienced in all types of construction applications.

NOTICE
The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CONTRACTOR SELECTION & METHODOLOGY:
The City desires to award the highest scoring responsive and responsible Proposer as the Primary Contractor, and up to two (2) additional responsive and responsible Contractors as alternates. Work awarded under this Proposal will be divided into two categories. The first of which shall include projects valued up to fifty-thousand ($50,000.00) dollars. Work in this category will be assigned to the "Primary" awarded Contractor to provide a quote. If the "Primary" awarded Contractor cannot perform a project assigned to them or otherwise declines to provide a quote for the project, the City will choose an awarded alternate Contractor to quote the project. The second category will include projects with an estimated value of $50,001 - $200,000 and shall be quoted amongst all awarded Contractors. **Category two projects will require participation from all awarded Contractors either by written quote or written declination to quote.**

The City reserves the right to amend this methodology for contractor selection and the assignment of work if it determines that such a decision would be in its best interest. Such changes may include but not be limited to emergency situations, performance issues, workload concerns, and increased or decreased work volume.

PROCESS FOR QUOTES
Upon receipt of a Request for Quote from the City's authorized representative(s), the Contractor shall prepare a lump sum cost proposal that will include all labor, materials and equipment and any needed subcontractor costs to complete the project. Upon request of the City's authorized representative(s), the Contractor shall provide a detailed breakdown of all the costs associated with the lump sum cost proposal submitted. The Contractor may include a percentage markup for costs such as equipment rental, materials, subcontractor costs and any additional costs not

associated with Contractor's labor rates as quoted in this RFP. The percentage markup shall not exceed twenty percent (20%).
The cost proposal shall be submitted in a format agreeable to the City. Cost proposals must be inclusive of the project schedule.

The Contractor must return a cost proposal to the City's authorized representative within three (3) business days, or as otherwise directed, from receipt of a Request for Quote.

The Contractor's repeated failure to submit cost proposals, or those otherwise considered non-responsive, on more than three (3) occasions, shall be deemed as a default of contract. No further cost proposals shall be requested from the Contractor under the contract and the Contractor may be disqualified.

The Contractor's cost proposal will be evaluated to determine if the scope has been clearly and accurately understood, the work has been properly priced with supporting data presented and that material and equipment estimates are reasonable and properly documented.

PAYMENT & PERFORMANCE BONDS

The Proposer must be able to obtain both payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their submitted proposal package **(Tab A)** in the form of a current (not older than 3 months) letter from Proposer's bonding agent. **Proposer's failure to include the bonding capacity letter with submittal package may result in rejection of Proposer's submittal.**

The work to be performed under this RFP and subsequent agreement between the awarded Contractors and the City of Port Orange will be done throughout the City and will vary in size and cost. Based on the value of specific projects, the City may require the awarded contractor to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of project value to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the Contractor the recording information for the bond to evidence that the Contractor has met the requirement of Florida law. The City will bill the cost of recording to the Contractor.

For projects that require payment and performance bonds, this requirement will be noted on the Request for Quote from the City.

PRICING ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in the initial contract term.

At the end of the initial contract term, any pricing adjustments requested pursuant to this solicitation shall be subject to review and approval by the City and appropriated budget and must be submitted for review by the City no later than sixty (60) days prior to the expiration of the contract term.

The City Manager shall have the authority to exercise any renewals included in this solicitation, subject to approval of council at award, including renewals with requested pricing adjustments, subject to the terms and conditions contained herein, taking into consideration market conditions most favorable to the City.

Any request for cost adjustment contemplated for a renewal term that may be approved by the City shall be subject to the following: 1) The cost adjustment will be considered only if increases or decreases occur in the industry; 2) Such request for adjustment shall be based on the latest yearly percentage increase/decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept of Labor and increase shall not exceed five percent (5%). (Should the latest yearly percentage increase in the CPI-U exceed 5%, the adjustment request must be 5% or less. Should the latest yearly percentage increase in the CPI-U be less than 5%, the adjustment request must be less than or equal to the CPI-U increase.) 3) Cost adjustment shall be fully documented and submitted to the City of Port Orange Contract Administrator assigned to at least ninety (90) days prior to the contract anniversary date.

The yearly increase or decrease in the CPI shall be the latest Index published and available for six months prior to the end of the contract year then in effect, as compared to the Index for the comparable month one-year prior. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal. All rate adjustments shall be requested by the Contractor with sufficient supporting documentation to be considered by the City.

If no adjustment request is timely received from the Contractor, the Parties agree that the renewal term may be exercised without a rate adjustment. Late rate adjustment requests will not be considered. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements outlined in Section 5 of this RFP, depending on the value of the project, the awarded Contractor may be required to provide Builder's Risk insurance. This requirement shall be noted on the Request for Quote sent to the awarded Contractor/s.

PROOF OF E-VERIFY REGISTRATION

Proposers who do not include proof of E-Verify registration with FORM 9.10 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive.

SAFETY

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES

It is the responsibility of the Contractor to repair any damages incurred in the area that are directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

SITE CLEANLINESS

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleared every day.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points in "Section 8 – Evaluation of Proposals. Additional areas used for awarding evaluation points are also addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, FIVE (5) copies and one (1) identical digital version in PDF format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on firm's letterhead, not exceeding two (2) pages which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – REQUIRED DOCUMENTS

Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Scrutinized Companies Certification
- Form 9.10 E-Verify Affidavit
- Form 9.11 Debarment, Suspension and Other Responsibility Matters
- Form 9.12 Non-Disclosure of Confidential Materials
- Exhibit A – Description of Confidential Materials
- Form 9.13 No Submittal Response Form
- APPENDIX A – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
- Current Bonding Capacity Letter (as outlined in Section 6)
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".
- If applicable – copy of county business license of primary business operations

TAB B – QUALIFICATIONS AND RELATED EXPERIENCE (Weight 40%)

1. Provide a brief company biography, two (2) pages maximum. Include general information about the company, number of years the company has been in business, the location of corporate headquarters, and the number of branch offices.
2. For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications including all current licenses and certifications. Detailed resumes should be submitted.
3. Complete the Professional References Form (9.8) of this document. Provide a list of professional references (other than the City of Port Orange) in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. **Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.**

TAB C – STRENGTH OF PROPOSAL, APPROACH AND VALUE-ADDED SERVICES (Weight 20%)

1. Provide your firm's approach to achieving the identified tasks.
2. Identify project opportunities and challenges and how you would recommend challenges be addressed along with value-added services your firm can provide.

TAB D – FINANCIAL HISTORY (Weight 10%)

1. All Respondents shall provide a financial statement with their proposal, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, duringthe past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
2. This Tab shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
3. This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
4. Include any debarment actions against your company by the City or other public entity.
5. Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.

TAB E – PROPOSED FEES AS COMPLETED ON (ATTACHMENT 1) – SERVICES COSTS/FEES PROPOSAL (Weight 30%)

Proposer's must complete (Attachment 1) – Services Costs/Fees Proposal and include in Tab E. All labor rates must include all costs associated with the position, such as overhead, administrative costs and profit and must be in line with industry standards.

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION PROCEDURE OF WRITTEN PROPOSALS

The Evaluation Committee comprised of City staff will evaluate and rank proposals based on a 10-point weighted score formula. Weights will be assigned to each criterion and will be applied by multiplying the points scored for each criterion by the weighted percentage of each criterion. Scores shall be in whole, half or quarter percent increments. Examples of acceptable scores are 5.25, 5.50 or 6.0 in the 10-point scale. Scores such as 5.10 or 5.80 are NOT acceptable. If an evaluator returns a score for any criterion other than whole, half or quarter percent increments, they will be asked to round up or down based on standard rounding rules. Proposer's resulting weighted scores will be rounded to 2 decimal points also using standard rounding rules.

All interested firms are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Agent noted in this RFP and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each short-listed firm.

The City's evaluation criteria, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services.
2. The ability, capability, and skill of the Proposer to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
5. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill.
7. The quality of performance of previous contracts.
8. The number and scope of conditions attached to the bid or proposal.
9. Responsiveness of client references.

Written proposals will be evaluated and scored based upon the following criteria:

EVALUATION CRITERIA FOR WRITTEN PROPOSALS

TAB B. QUALIFICATOINS AND RELATED EXPERIENCE: (Weight 40%)

Company history, qualifications, ability and capacity, experience with related Scope of Work required with this RFP, professional references……. **(0-10 points)**

TAB C. STRENGTH OF PROPOSAL, APPROACH AND VALUE-ADDED SERVICES: (Weight 20%)

Clarity/completeness of proposal, understanding of Scope of Work…….. **(0-10 points)**

TAB D. FINANCIAL HISTORY: (Weight 10%)

Firm's financial strength as it relates to their ability to perform all services as outlined in this RFP…….. **(0-10 points)**

TAB E. PROPOSED FEES: (Weight 30%)

Proposed Fees…….. **(0-10 points)**

==========

Total Maximum Points ***(40 points)***

(Please note that fees may be negotiated in the best interest of the City after the scoring is completed.)

Scoring Guidelines (0 – 10 points):

0-2.0 = Did Not Meet: Not responsive to the question or topic; 2.25-4.0 = Below minimum standards: Responsive to the question or topic, but below acceptable standards; 4.25-6.0 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 6.25-8.0 = Satisfactory: Above minimum performance, effective and responsive to the question or topic; 8.25-10.0 = Exceeds Expectations for effectiveness and responsiveness to the question or topic. The Evaluator's score times the "weighted value" assigned to the criterion outlined above equals the total score for that section. Resulting scores will be rounded to 2 decimal points. For example:

Criterion: Tab E: Proposed Fees	***Evaluator's Score*** *10-point scale*	***Weighted Value of Total***	***Resulting Score***
Contractor A	8.50	30%	2.55
Contractor B	6.25	30%	1.88

FORMAL ORAL INTERVIEWS/PRESENTATIONS In Person (If Required)

Upon completion of the technical criteria evaluation of written proposals, rating and ranking, the City of Port Orange may conduct oral interviews and/or presentations with short listed firms. Evaluation criteria and scoring for the oral interviews and/or presentations are to be determined.

If the City chooses to allow oral interviews and/or presentations, such interviews and/or presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Proposers will be notified via DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx at least seven (7) calendar days in advance of the date, time and place of the oral interviews and/or presentations. The specific interview/presentation format will be provided to Proposers with the notifications.

The City will allot equal time for each Proposer and may divide into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the oral interviews and or/presentations. A final ranking is determined of the short-listed Proposers considered to be most capable of performing the work outlined in this RFP and to be in the best interest of the City.

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The Intent to Award will be posted on www.demandstar.com and the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx The City project manager will create an agenda item recommending the award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

_____ Form 9.2 – Proposer's Acknowledgement

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Public Entity Crimes Statement

_____ Form 9.6 – Anti-Collusion Form

_____ Form 9.7 – Statement of Qualifications

_____ Form 9.8 – Professional References for Previous Experience

_____ Form 9.9 – Scrutinized Companies Certification

_____ Form 9.10 – E-Verify Affidavit

_____ Form 9.11 – Debarment, Suspension and Other Responsibility Matters

_____ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel

_____ Exhibit "A" – Description of Confidential Material

_____ Form 9.13 – No Submittal Request Form

_____ Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

_____Current Bonding Capacity Letter (as outlined in Section 6)

_____ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".

_____ If applicable – copy of county business license of primary business operations

_____ (Attachment 1) – Services Costs/Fees Proposal Form

_____ Submission of one (1) original marked "ORIGINAL', five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded a contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, do hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

_____ Name of Business	_____ Mailing Address
_____ Authorized Signature	_____ City, State & Zip Code
_____ Printed Name and Title	_____ Telephone Number
_____ Federal Identification No.	_____ E-mail Address

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this RFP.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Addendum Acknowledgement and Change Orders Procedures:

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faither effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Offeror or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.
   (Draw a line through paragraph 7 if paragraph 6 above applies)

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

This document must be completed and returned with your Submittal

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Proposer: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: _____

H. Have you ever failed to complete any work awarded to you? If so, where and why?_____

I. Have you ever defaulted on a contract? If so, where and why? _____

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Experience in work similar to this type of project: _____

L. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

M. Credit currently available: $_____

N. Give bank name, contact name and phone number: _____

O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Proposer's Qualifications.

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST

The Proposer submits that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

2. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

3. Contact Name: _____

   Phone: _____

   Current Client: ☐Yes ☐ No

   Number of years of service provided: _____

   Description of service: _____

   _____

This document must be completed and returned with your Submittal

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of_____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
COMPANY NAME

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION (page2)

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.10 - E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

_____ _____

Print or Type Name, Title Signature of Affiant

_____ _____

Federal Employer ID Number (FEIN) E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;

   (b) Have not withing a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Organization Name Proposal Number

_____ _____

Name and Title of Authorized Representative Signature Date

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
    a. Information already known or independently developed by the City;
    b. Information in the public domain through no wrongful act of the City;
    c. Information received by the City from a third party who was legally free to disclose it;
    d. Information disclosed by the Respondent to a third party without restriction on disclosure;
    e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
    f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

    The City of Port Orange, Florida
    Purchasing Manager
    1000 City Center Circle
    Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

FORM 9.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #24-01 General Contracting Services for Small Projects

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date:_____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name & Title of Contractor's Authorized Official

Date: _____

This document must be completed and returned with your Submittal

(ATTACHMENT 1) – SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include this document under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	
Contact Person:	
Email Address:	
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	**Unit of Measure**	**Unit Cost** Normal Business Hours (As outlined in Section 3)	**Unit Cost** After Normal Business Hours, Weekends, Holidays (As outlined in Section 3)
General Manager or equivalent	Hour		
Project Manager or equivalent	Hour		
Project Supervisor/Superintendent or equivalent	Hour		
Project Coordinator or equivalent	Hour		
General Carpenter	Hour		
Tradesman	Hour		
Journeyman	Hour		
General Laborer	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	_____ %	

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of _____ County of _____

I,_____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____for a period from _____, 20_____ to_____, 20_____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization,

this _____ day of _____, 2023, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☐ **I hereby certify that I do not utilize an employee leasing company or leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: $_____ **City Case:** _____

Description of Work: _____

Project Location: _____
_____

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

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[MTR/sal 2015-02-10]

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_____

_____

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND____/100 DOLLARS** (**$**_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____, having an effective date of_____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

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IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of_____, 20__.

Attest:

_____
(Principal)

_____ By:_____
(As to Corporate Principal) Secretary Name, Title

_____ *(Corporate Seal)*
(Witness to Principal)

_____
(Surety)

_____ By:_____
(Witness to Surety) 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.

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CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20**__, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) or Notice to Proceed issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The _____, _____ shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain

provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits: 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.

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☒	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. Additional Coverage:	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 - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $100,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods.**		

12. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

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any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Contractor with any subcontractor performing work under this Contract shall include the following language: "The Sub-Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract. The Contractor covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be in material breach of this Contract and Contractor shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

21. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

23. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely

affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

26. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

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an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

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Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.

Date:_____

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CITY OF PORT ORANGE

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

DRAFT

TASK AUTHORIZATION NO. __
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and _____

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "__," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____
_____	
Printed Name: _____	Date: _____

CITY OF PORT ORANGE

By:_____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM # 1
December 4, 2023
RFP #24-01 GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated November 17, 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. REVISIONS

None

B. CLARIFICATIONS:

None

C. CHANGES TO RFP DOCUMENT:

None

D. QUESTIONS AND ANSWERS:

QUESTION #1: What are some examples of these small projects you are referring to?
ANSWER: Examples: Hang Doors, windows, cabinets, remodeling various rooms (restrooms, etc.)

QUESTION #2: What value of the project goes up to before you have to send out RFP?
What value do the jobs go up to, for instance are the projects a max of $25K before an RFP is sent out. Just need to know what the whole process looks like and how projects are awarded, bid, not bid etc.
ANSWER: Project work to be done by awarded contractors will not exceed $200,000.00. This is outlined in Section 6, **CONTRACTOR SELECTION & METHODOLOGY**
Work awarded under this Proposal will be divided into two categories. The first of which shall include projects valued up to fifty-thousand ($50,000.00) dollars. Work in this category will be assigned to the "Primary" awarded Contractor to provide a quote. If the "Primary" awarded Contractor cannot perform a project assigned to them or otherwise declines to provide a quote for the project, the City will choose an awarded alternate Contractor to quote the project. The second category will include projects with an estimated value of $50,001 - $200,000 and shall be quoted amongst all awarded Contractors.

QUESTION #3: We service and maintain access control equipment such as overhead doors, parking barrier arms, cameras, gates, etc. Can you advise if these categories are within scope of the City of Port Orange project?
ANSWER: No, these categories are not within the scope.

QUESTION #4: Do we need to be a GC to submit a bid?
ANSWER: Yes. Per Section 6, **ELIGIBILITY OF PROPOSER**
Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active". Respondents must be Certified General Contractors and shall hold a Florida Contractor license.

QUESTION #5: What type of work is to be performed?
ANSWER: Please see answer to Question #1.

In all other respects, except as specifically stated herein, the subject RFP #24-01 GENERAL CONTRACTING SERVICES FOR SMALL PROJECTS remains unchanged.

END OF ADDENDUM #1

Joseph Castro
Buyer
jcastro@port-orange.org

NOTICE OF INTENT TO AWARD

CONCRETE DELIVERY AND PLACEMENT SERVICES REBID - ITB 22461
By: Kirk Zimmerman Jul 05, 2022 (Tue), 9:33 AM

1. Final Bid Tabulation

On May 16, 2022 (Mon), 11:00 AM

4 Offers were received for this solicitation:

Rank	Suppliers	Price
1	**PSG Concrete and Excavation, LLC**	$ 899,918.15
2	**Sanderson Concrete Construction**	$ 978,629.75
3	**D&A Construction Group**	$ 1,333,921.16
4	**Sparks Concrete, LLC**	$ 3,182,642.00

Staff recommends awarding of a Contract to the 3 lowest responsive and responsible bidders:

PSG Concrete and Excavation, LLC; Sanderson Concrete Construction; D&A Construction Group

This Solicitation is scheduled to go before the City Commission on 8/3/2022 or later.

2. Non-Responsive Respondents

The following parties were declared non-responsive based on the solicitation provisions:

3. Solicitation Recap

518 Invitations were sent out to registered bidders;
18 days the bid was "on the street" able to be seen by potential bidders;
This solicitation was advertised in the Daytona Beach News Journal 4/29/2022 and www.codb.us/841/purchasing from the advertising date through the solicitation Closing date.

Any questions regarding this notice should be emailed to purchasing@codb.us
Posted on https://www.codb.us/841/Purchasing

(ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include under Tab E in proposal

RFP #24-01
General Contracting Services for Small Projects

Please complete all fields shown in green and include with your proposal.	
Name of Business:	
Contact Person:	
Email Address:	
Authorized Signature:	

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

Description	Unit of Measure	**Unit Cost** Normal Business Hours (As outlined in Section 3 of RFP)	**Unit Cost** After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP)
General Manager or equivalent	Hour		
Project Manager or equivalent	Hour		
Project Supervisor/Superintendent or equivalent	Hour		
Project Coordinator or equivalent	Hour		
General Carpenter	Hour		
Tradesman	Hour		
Journeyman	Hour		
General Laborer	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
	Hour		
Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%)	%	_____ %	

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Volusia

I, Andrew R. Hall, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Southern Owners Company, under the terms of Policy Number 72010993 for a period from 01/01, 20 24 to 01/01, 20 25.

WITNESS:
By: Susan Hall
Susan Hall
Company:

CONTRACTOR:
By:
Company: Hall Construction Co., Inc.
Name/Title: Andrew R. Hall, President

STATE OF Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 12th day of December, 2023, by Andrew R. Hall and who:

☒Is personally known to me; or ☐ has produced n/a as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:
Patricia L. Wightman

PATRICIA LYNN WIGHTMAN
Notary Public - State of Florida
Commission # HH 195682
My Comm. Expires Nov 12, 2025
Bonded through National Notary Assn.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2024

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	CONTACT NAME: Krista Scarborough	
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161	FAX (A/C, No): (386) 760-1770
	E-MAIL ADDRESS: Krista@catonhosey.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : American Builders Insurance Company	11240
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hall Construction Co Inc
902 S Nova Rd
Daytona Beach FL 32114-5803

COVERAGES **CERTIFICATE NUMBER:** CL241231829 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72010993	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Hired & Nonowned	$ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			72010993	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCV034240501	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an Additional Insured for General Liability with respect to operations of the Named Insured where required by written contract. Coverage is primary and non-contributory. A Waiver of Subrogation applies with respect to General Liability where required by written contract. A Waiver of Subrogation applies with respect to Workers Compensation where required by written contract.

CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange FL 32129-4144

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



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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

DELAWARE NORTH / SCHOOL BOARD OF VOLUSIA COUNTY /
CITY OF ORMOND BEACH

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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COMMERCIAL GENERAL LIABILITY
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or

2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following provision is added to **4. Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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Copyright Insurance Services Office, Inc., 1984, 2003.

55028 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The coverage for "bodily injury" and "property damage" liability provided under **SECTION I COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is extended as follows.

A. COVERAGE

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

1. You do not own;

2. Which is not registered in your name; or

3. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

B. EXCLUSIONS

SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended. With respect to only the coverage extended by this endorsement, all exclusions other than the Nuclear Energy Liability Exclusion, are deleted and replaced by the following exclusions.

This coverage does not apply to:

1. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Any obligations of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

3. a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) That are, or are contained in any property that is:

(a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";

(b) Otherwise in the course of transit by you or on your behalf; or

(c) Being disposed of, stored, treated or processed into or upon the "auto";

(2) Before such pollutants or property containing pollutants are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or

(3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.

3.a.(1) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

3.a.(2) and **3.a.(3)** above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased by you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way

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responding to or assessing the effects of "pollutants".

4. "Bodily injury" or "property damage" however caused, arising, directly or indirectly, out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
5. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
   a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
   b. That the insured would have in the absence of the contract or agreement.
6. "Property damage" to:
   a. Property owned or being transported by, or rented or loaned to any insured; or
   b. Property in the care, custody or control of any insured

   other than property damage to a residence or a private garage by a private passenger "auto" covered by this coverage.
7. a. "Bodily injury" to:
      (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
      (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.
   b. This exclusion applies:
      (1) Whether the insured may be liable as an employer or in any other capacity; and
      (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
   c. This exclusion does not apply to:
      (1) Liability assumed by the insured under an "insured contract".
      (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

C. **WHO IS AN INSURED**

SECTION II - WHO IS AN INSURED is amended. With respect to only the coverage extended by this endorsement, its provisions are deleted and replaced by the following.

1. Each of the following is an insured with respect to this coverage:
   a. You.
   b. Your partners if you are designated in the Declarations as a partnership or a joint venture.
   c. Your members if you are designated in the Declarations as a limited liability company.
   d. Your executive officers if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
   e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
2. None of the following is an insured:
   a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment.
   b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
      (1) Such person; or
      (2) Any partner or executive officer of yours or a member of his or her household; or
      (3) Any employee or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
   c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
   d. The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
   e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. LIMITS OF INSURANCE

SECTION III - LIMITS OF INSURANCE is amended. With respect to only the coverage extended by this endorsement, its provisions are deleted and replaced by the following.

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- **a.** Insureds;
- **b.** Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
- **a.** When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
- **b.** When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
  - **(1)** The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
  - **(2)** The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

E. ADDITIONAL DEFINITION

SECTION V - DEFINITIONS is amended. The following definition is added and applies only to the coverage extended by this endorsement.

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

All other policy terms and conditions apply.

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IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # RFP #24-01

☒ **I hereby certify that I do not utilize an employee leasing company or leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: n/a

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: Andrew R. Hall

Signature of Owner/Officer: Andrew R. Hall

Title: President, Hall Construction Co., Inc Date: 12/12/23

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # RFP #24-01

☐ **I hereby certify that I do not utilize an employee leasing company or leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☒ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Southeast Personnel Leasing, Inc.

Worker' Compensation Carrier: Lion Insurance Company

A.M. Best Rating Carrier: A+

Inception Date of Leasing Agreement: FY 2017

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: B. J. Kaspal

Signature of Owner/Officer: B. J. Kaspal

Title: President Date: 1/28/2024

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Seminole

I, Bertin Karpinski, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Southeast Personnel Payroll Company, under the terms of Policy Number _____ for a period from January 1, 20 24 to January 1, 20 25.

WITNESS:

By: _____

Company: Ovation Construction Company

CONTRACTOR:

By: B. J Karpi

Company: Ovation Construction Company

Name/Title: Bertin Karpinski, President

STATE OF Florida

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of January, 2023, by Bertin Karpinski and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Carson Tata Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Carson S Tata
My Commission HH 022015
Expires 07/21/2024

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/01/2024

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
LassiterWare LLC
901 N. Lake Destiny Rd.
Suite 110
Maitland FL 32751

CONTACT NAME: Tammy Barley
PHONE (A/C, No, Ext): (800) 845-8437 **FAX (A/C, No):** (888) 883-8680
E-MAIL ADDRESS: TammyB@lassiterware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mt. Hawley Insurance Company	37974
INSURER B: Auto Owners Insurance Company	18988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ovation Construction Company, LLC
361 S Central Ave
Oviedo FL 32765

COVERAGES **CERTIFICATE NUMBER:** 23-24 COI **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MGL0198583	06/19/2023	06/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	4920351301	04/10/2023	04/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist BI	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MXL0435190	06/19/2023	06/19/2024	Split limit EACH OCCURRENCE AGGREGATE [blank]	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The attached page(s) noting additional terms, conditions, coverage and/or comments applies. All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

City of Port Orange is included as additional insured(s), on a primary and non-contributory basis, under the terms and conditions of the attached forms and General Liability Policy and Automobile Policy when additional insured status is required by written contract. Waiver of Subrogation is included as part of the General Liability Policy and Automobile Policy and applies when required by written contract, provided the contract is executed prior to any loss. Umbrella

CERTIFICATE HOLDER
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00037915

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
LassiterWare LLC	Ovation Construction Company, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Liability extends over the underlying General Liability and Automobile Liability Policies.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured**.

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.
   B. Auto means:
   1. A land motor vehicle;
   2. A **trailer**; or
   3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, **auto** does not include **mobile equipment**. As it applies to this endorsement only, **mobile equipment** does not include a snowmobile.
2. **U.** is deleted and replaced by the following definition.
   U. Trailer means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations:
Owners where required by written contract, signed by both parties prior to the date of an "occurrence" or offense	All locations where required by 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Insured

C. 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.

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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
Owners where required by written contract, signed by both parties prior to the date of an "occurrence" or offense	All locations where required by 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 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.

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Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name of Person(s) or Organization(s):
Owners where required by written contract, signed by both parties prior to the date of an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All Projects
All Designated Construction Project General Aggregate Capped At: $5,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. If there is more than one designated construction project, the Designated Construction Project General Aggregate is subject to an All Designated Construction Project General Aggregate Cap, listed in the Schedule above, which is the most we will pay, regardless of the number of designated "projects."

2. Subject to the All Designated Construction Project General Aggregate Cap, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project and shall also reduce the All Designated Construction Project General Aggregate Cap. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and the All Designated Construction Project General Aggregate Cap.

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Insured

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit or the All Designated Construction Project General Aggregate Cap.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, the Designated Construction Project General Aggregate Limit, nor the All Designated Construction Project General Aggregate Cap.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY CONTRACTORS SPECIAL FORM

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured scheduled below for your ongoing operations under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and:

(2) You have agreed in writing in a contract or agreement, signed by both parties prior to the date of "occurrence" or offense, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) And Location(s) Of Covered Operations

Owners

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Contains copyrighted material of Insurance Services Office, Inc.
Insured

CERTIFICATE OF LIABILITY INSURANCE

Date: 1/31/2024

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

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 policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 93-67-173

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Ovation Construction Company

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name: RFP #24-01

WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF PORT ORANGE. ISSUE 01-31-24 (PH)

Begin Date: 8/5/2013

CERTIFICATE HOLDER

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

(Ed. 4-84)

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 anyone not named in the Schedule.

Schedule

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: South East Personnel Leasing, Inc.
Insurance Company: Lion Insurance Co.
Policy #: WC 71949
Effective: 01/01/2024 - 01/01/2025
Client: Ovation Construction Company

Countersigned by: _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of Florida County of Volusia

I, Paul K Culver, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the Builders Insurance Group Company, under the terms of Policy Number WCV-0310621-02 for a period from February 10, 2023 to Februayr 10, 2024.

WITNESS:

By: _____

Company: Paul Culver Construction Inc

CONTRACTOR:

By: Paul K Culver, President

Company: Paul Culver Construction Inc

Name/Title: Paul K Culver/President

STATE OF Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of JANUARY, 2023, by PAUL K CULVER and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Rose Arlene Pacholsky Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Rose Arlene Pacholsky
My Commission GG 987614
Expires 06/10/2024

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☒ **I hereby certify that I do not utilize an employee leasing company or leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: ✓ Paul K Culver, President

Signature of Owner/Officer: ✓

Title: President Date: 4/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown and Brown of Florida, Inc.
PO Box 2412
Daytona Beach FL 32115

CONTACT NAME: Brenda Klaus
PHONE (A/C, No, Ext): (386) 361-5292 **FAX (A/C, No):**
E-MAIL ADDRESS: brenda.klaus@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Insurance Company	10190
INSURER B : Progressive Express Insurance Company	10193
INSURER C : American Builders Insurance Co.	11240
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach FL 32114

COVERAGES **CERTIFICATE NUMBER:** 24-25 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			152382-72295734	02/10/2024	02/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]			965981383	02/10/2024	02/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			50-322-862-02	02/10/2024	02/10/2025	EACH OCCURRENCE AGGREGATE Prods & Completed Ops	$ 4,000,000 $ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV 0310621 02	02/10/2024	02/10/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.
30 DAY NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT OF PREMIUM, WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY, AUTO LIABILITY

CERTIFICATE HOLDER
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown and Brown of Florida, Inc.	Paul Culver Construction, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1) 55373 0517 - BLANKET ADDITIONAL INSURED & PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION (ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, PRIMARY & NON-CONTRIBUTORY)

AUTO LIABILITY
1) 1198 0104 - (ADDITIONAL INSURED)
2) 8610 0509 - (WAIVER OF SUBROGATION)

WORKERS COMPENSATION
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

UMBRELLA LIABILITY
1) 26800 0705 - COMMERCIAL UMBRELLA POLICY (ADDITIONAL INSURED)
2) 66159 12-17 - BLANKET WWAIVER TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
3) 66160 12-17 - ADDITIONAL INSURED PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE
THE UMBRELLA LIABILTY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYERS LIABILITY.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (B7c) Approval of Task Authorization No. 7 with Mead & Hunt for Water Reclamation Facility Operating Permit Renewal

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety 6 - Organizational Excellence

RECOMMENDED MOTION: Motion to approve Task Authorization No. 7 with Mead & Hunt for Water Reclamation Facility Operating Permit Renewal in an amount not to exceed $32,212.

SUMMARY: The Water Reclamation Facility FDEP Operating Permit will expire on November 20, 2024. Renewal applications require a capacity analysis report, an Operation and Maintenance performance report, reclaimed water feasibility, and a biosolids storage plan. Applications with all supporting documentation must be received by FDEP at least six (6) months prior to the expiration date (May 24, 2024).

Permits are renewed every five (5) years. Mead & Hunt, Inc. has provided this service for the Water Reclamation Facility operating permit renewals for the past thirty years. Therefore, they have extensive experience with the required permit renewal. Mead & Hunt, Inc. will prepare the permit applications, figures and attachments as required for the permit renewal. As a condition of the renewal, the vendor will conduct an on-site evaluation of the Water Reclamation Facility and attend (with City staff) any required meetings with the regulatory agency. The City will be responsible for the permit application fee of $5,000. Pricing is in accordance with RSFQ #21-03 "Professional Engineering Services for Public Works, Utilities and Environmental Services."

Task Authorization No. 7 will be for an amount not to exceed $32,212. The permit application must be submitted prior to May 24, 2024, and all services provided by Mead & Hunt, Inc. will be completed within 120 days of the Notice to Proceed.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Mead and Hunt, Inc. Task Authorization No. 7 WRF FDEP Operating Permit Renewal	Mead and Hunt, Inc. Task Authorization No. 7 WRF FDEP Operating Permit Renewal.pdf
2.	PO WRF Operating Permit Renewal	PO WRF Operating Permit Renewal

3.	2023 Proposal	2023 Proposal.pdf
	Mead and Hunt Contract CA7761	Mead and Hunt Contract CA7761.pdf

Steve Parnell	Created/Initiated - 2/7/2024
Chris Wall	Approved - 2/7/2024
Steve Parnell	Approved - 2/8/2024
John McKinney	Approved - 2/15/2024
Matthew Jones	Approved - 2/22/2024
Wayne Clark	Approved - 2/23/2024
Tracee Cody	Final Approval - 2/23/2024

TASK AUTHORIZATION NO. 7
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 Florida Department of Environmental Protection ("FDEP") operating permit renewal services for the Water Reclamation Facility ("WRF"), and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. This Task Authorization shall be effective through December 31, 2024. Parties agree that the Engineer's Fee Estimate shall remain valid notwithstanding the date of execution of this Task Authorization.

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 **$32,212.00.** 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.

6. 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 AuthorizationThis 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.

_____ By: _____

Printed Name: _____ Brad Blais, Vice President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 5 Pages

December 11, 2023

Steve Parnell
Public Utility Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: sparnell@port-orange.org

Subject: CITY OF PORT ORANGE WRF OPERATING PERMIT RENEWAL 2023 – Scope of Services and Fee Estimate

Dear Steve,

We are pleased to offer the attached engineering services proposal and fee estimate to renew the City's Florida Department of Environmental Protection (FDEP) Operating Permit for the City of Port Orange's Water Reclamation Facility (WRF). The current operating permit for the WRF (Permit No. FL0020559) expires on November 20, 2024. Renewal applications and accompanying attachments must be received by FDEP more than 6 months before the expiration dates (May 24, 2024).

Our staff is very familiar with the permitting staff at Central District FDEP and look forward to completing this assignment on the City's behalf. Should you have any questions or require additional information, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

Brad T. Blais, PE
Vice President/Market Leader

Cassandra "Casey" Cissell, PE
Project Manager

Enclosure – Scope of Services and Fee Estimate

CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
PORT ORANGE WRF OPERATING PERMIT RENEWAL 2023

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015, between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The purpose of this scope of services is to prepare the FDEP permit applications and accompanying attachments for renewal of the CITY's FDEP operating permit for the CITY's Water Reclamation Facility (WRF) (Permit No. FL0020559).

MEAD & HUNT will prepare the permit application, figures, and attachments as required for permit renewal of the operating permit. Requisite copies will be prepared by our firm for execution and submittal by the CITY.

Accompanying documents to be updated by MEAD & HUNT include a "Capacity Analysis Report," "Operation & Maintenance Performance Report," "Reclaimed Water Feasibility Study" and "Biosolids Storage Plan." The reports are required attachments to the FDEP application. As a condition of the renewal, we will conduct an on-site evaluation of the facility. A CITY staff representative must be made available to accompany MEAD & HUNT during the evaluation.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated project design and bidding schedule outlined below.

PHASE 2 – PERMIT APPLICATION PREPARATION

MEAD & HUNT will visit the WRF to document site conditions and submit a data request for the CITY. Information collected with be utilized to prepare the following:

1. Permit Application Forms & Figures Preparation – Complete all necessary application forms and attachments for renewal of the CITY's FDEP operation permit.
2. Capacity Analysis Report – Update and submit Capacity Analysis Report. The report shall be prepared in accordance with FDEP requirements and include requisite certifications.
3. Operation & Maintenance Performance Report – Perform a site evaluation and prepare an Operation & Maintenance Performance Report.
4. Reclaimed Water Feasibility Study – Prepare a Reclaimed Water Feasibility Study.
5. Biosolids Storage Plan – Document the WRF's biosolids storage capacity for compliance with the revised F.A.C. 62-640.
6. Conduct a draft review meeting with CITY staff of the prepared operating permits.

PHASE 3 – MEETINGS, RAIs, AND MISCELLANEOUS EXPENSES

MEAD & HUNT will attend meetings with the CITY and FDEP, in addition to preparing responses to requests for additional information (RAI). Work and expenses will be billed against the allowance on a time and material basis.

SCHEDULE

MEAD & HUNT will submit the permit application prior to the deadline of May 24, 2024, provided the CITY provides all necessary data within a timely manner. The preparation of documents in Phase 2 will be completed within 120 days of the notice to proceed. Meetings and RAI responses will be based on the FDEP schedule.

EXCLUSIONS

This scope of services excludes all items not specifically described herein including:

- Laboratory fees, including for effluent analyses.
- Permit application fees will be paid directly by the CITY, estimated to be $5,000.

COMPENSATION

The not-to-exceed cost for this Scope of Services is $32,212.

The above fee is based on the following breakdown:

Phase	Description	Fee/Cost	Basis
1	Project Management	$4,380	Lump Sum
2	Permit Application Preparation		
	Task 1 – Permit Application Forms & Figures Preparation	$3,739	Lump Sum
	Task 2 – Capacity Analysis Report	$4,763	Lump Sum
	Task 3 – O&M Performance Report	$9,242	Lump Sum
	Task 4 – Reclaimed Water Feasibility Study	$3,739	Lump Sum
	Task 5 – Biosolids Storage Plan	$2,183	Lump Sum
	Task 6 – Draft Permit Review	$1,330	Lump Sum
3	Meetings, RAI Responses & Misc. Expenses	$2,836	Time & Expense
	GRAND TOTAL	**$32,212**	

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.~~

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'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, rfenwick@port-orange.org

December 11, 2023

Steve Parnell
Public Utility Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: sparnell@port-orange.org

Subject: CITY OF PORT ORANGE WRF OPERATING PERMIT RENEWAL 2023 – Scope of Services and Fee Estimate

Dear Steve,

We are pleased to offer the attached engineering services proposal and fee estimate to renew the City's Florida Department of Environmental Protection (FDEP) Operating Permit for the City of Port Orange's Water Reclamation Facility (WRF). The current operating permit for the WRF (Permit No. FL0020559) expires on November 20, 2024. Renewal applications and accompanying attachments must be received by FDEP more than 6 months before the expiration dates (May 24, 2024).

Our staff is very familiar with the permitting staff at Central District FDEP and look forward to completing this assignment on the City's behalf. Should you have any questions or require additional information, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

Brad T. Blais, PE
Vice President/Market Leader

Cassandra "Casey" Cissell, PE
Project Manager

Enclosure – Scope of Services and Fee Estimate

CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
PORT ORANGE WRF OPERATING PERMIT RENEWAL 2023

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015, between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The purpose of this scope of services is to prepare the FDEP permit applications and accompanying attachments for renewal of the CITY's FDEP operating permit for the CITY's Water Reclamation Facility (WRF) (Permit No. FL0020559).

MEAD & HUNT will prepare the permit application, figures, and attachments as required for permit renewal of the operating permit. Requisite copies will be prepared by our firm for execution and submittal by the CITY.

Accompanying documents to be updated by MEAD & HUNT include a "Capacity Analysis Report," "Operation & Maintenance Performance Report," "Reclaimed Water Feasibility Study" and "Biosolids Storage Plan." The reports are required attachments to the FDEP application. As a condition of the renewal, we will conduct an on-site evaluation of the facility. A CITY staff representative must be made available to accompany MEAD & HUNT during the evaluation.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated project design and bidding schedule outlined below.

PHASE 2 – PERMIT APPLICATION PREPARATION

MEAD & HUNT will visit the WRF to document site conditions and submit a data request for the CITY. Information collected with be utilized to prepare the following:

1. Permit Application Forms & Figures Preparation – Complete all necessary application forms and attachments for renewal of the CITY's FDEP operation permit.
2. Capacity Analysis Report – Update and submit Capacity Analysis Report. The report shall be prepared in accordance with FDEP requirements and include requisite certifications.
3. Operation & Maintenance Performance Report – Perform a site evaluation and prepare an Operation & Maintenance Performance Report.
4. Reclaimed Water Feasibility Study – Prepare a Reclaimed Water Feasibility Study.
5. Biosolids Storage Plan – Document the WRF's biosolids storage capacity for compliance with the revised F.A.C. 62-640.
6. Conduct a draft review meeting with CITY staff of the prepared operating permits.

PHASE 3 – MEETINGS, RAIs, AND MISCELLANEOUS EXPENSES

MEAD & HUNT will attend meetings with the CITY and FDEP, in addition to preparing responses to requests for additional information (RAI). Work and expenses will be billed against the allowance on a time and material basis.

SCHEDULE

MEAD & HUNT will submit the permit application prior to the deadline of May 24, 2024, provided the CITY provides all necessary data within a timely manner. The preparation of documents in Phase 2 will be completed within 120 days of the notice to proceed. Meetings and RAI responses will be based on the FDEP schedule.

EXCLUSIONS

This scope of services excludes all items not specifically described herein including:

- Laboratory fees, including for effluent analyses.
- Permit application fees will be paid directly by the CITY, estimated to be $5,000.

COMPENSATION

The not-to-exceed cost for this Scope of Services is $32,212.

The above fee is based on the following breakdown:

Phase	Description	Fee/Cost	Basis
1	Project Management	$4,380	Lump Sum
2	Permit Application Preparation		
	Task 1 – Permit Application Forms & Figures Preparation	$3,739	Lump Sum
	Task 2 – Capacity Analysis Report	$4,763	Lump Sum
	Task 3 – O&M Performance Report	$9,242	Lump Sum
	Task 4 – Reclaimed Water Feasibility Study	$3,739	Lump Sum
	Task 5 – Biosolids Storage Plan	$2,183	Lump Sum
	Task 6 – Draft Permit Review	$1,330	Lump Sum
3	Meetings, RAI Responses & Misc. Expenses	$2,836	Time & Expense
	GRAND TOTAL	**$32,212**	

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.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'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, rfenwick@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 of 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 of 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 — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits:	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.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	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 - $ To be determined.	
☐	Engineer Pollution Liability	Limits:	Coverage - $1,000,000	
☒	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $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 Sonier
Printed Name: Tonya Sonier

MEAD AND HUNT, INC.

By: _____
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
Commission # HH 146017
My Comm. Expires Jun 27, 2025
Bonded through National Notary Assn.

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.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE 1867 FLORIDA

ATTEST:

Printed Name: Jamie Miller

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: Matt Jones

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ✓ personally known or ___ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
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 collectivelyreferred 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 currentat 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.

_____ By:_____

Printed Name:_____ Brad Blais, Vice President

_____ Date:_____

Printed Name:_____

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 3/5/2024

SUBJECT: (B7d) Approval of Task Authorization No. 10 with Kimley-Horn & Associates under the Master Contract for Engineering Services CA7763 (RSFQ 21-03) as it relates to the Sugar Forest Lift Station (LS 40) Relocation and Stormwater Improvements Project

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 10 with Kimley-Horn & Associates under the Master Contract for Engineering Services (RSFQ 21-03) as it relates to the Sugar Forest Lift Station (LS 40) Relocation and Stormwater Improvements Project in an amount not to exceed $152,890.00 and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The Engineering Department is requesting approval of Task Authorization No. 10 under the Master Contract for Engineering Services CA7763 (RSFQ 21-03) as it relates to the Sugar Forest Lift Station (LS 40) Rehab & Stormwater Improvement Project for $152,890.00.

This project consists of two parts, which include a sanitary lift station upgrade and a stormwater improvement project.

The existing Sugar Forest Lift Station is located within the center median of Sugar House Blvd. and will be relocated to the southeast corner of the recently purchased 2.8-acre property located at 819 Madeline Ave. The current lift station needs resiliency upgrades to bring the top of the wet well and electrical components above the 100-year flood plain. These upgrades will be incorporated into the design of the new station. The remainder of the property will be used to construct a stormwater pond which will provide water quality treatment and some flood protection for Madeline Ave. from Jackson St. to Sauls St. and is also expected to provide some stormwater management for the Sugar Forest neighborhood.

This Task Authorization is for the design and permitting of the proposed wastewater and stormwater improvements. The wastewater transmission system improvement project for the Sugar Forest Lift Station (LS 40) is part of the approved FY24 CIP.

Task Authorization No. 10 substantial completion will be 465 days from the Notice to Proceed

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Kimley-Horn - TA10 Sugar Forest Liftstation Relocation and Stormwater Improvements	Kimley-Horn - TA10 Sugar Forest Liftstation Relocation and Stormwater Improvements.pdf
2.	Sugar Forest LS Proposal_Final	Sugar Forest LS Proposal_Final.pdf
3.	Kimley-Horn and Associates, Inc. All including PL 4.1.2024	Kimley-Horn and Associates, Inc. All including PL 4.1.2024.pdf
4.	Kimley-Horn Contract CA7763	Kimley-Horn Contract CA7763.pdf

Julia Wiggins	Created/Initiated - 1/16/2024
Richard Colby	Approved - 1/16/2024
Junos Reed	Approved - 2/13/2024
John McKinney	Approved - 2/15/2024
Matthew Jones	Approved - 2/21/2024
Wayne Clark	Approved - 2/23/2024
Tracee Cody	Final Approval - 2/23/2024

TASK AUTHORIZATION NO. 10
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 Sugar Forest Lift Station Relocation and Stormwater Improvements, 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 **465** days of the date ofwritten 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 **$152,890.00**.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.

_____ By: _____

Printed Name: _____ Jonathan D. Thigpen, Senior Vice President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Donald Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

Kimley»Horn

PROPOSAL FOR SUGAR FOREST LIFT STATION RELOCATION

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 City of Port Orange Sugar Forest Lift Station relocation. The proposed improvements include converting the existing suction lift station to a receiving manhole, design of gravity sewer piping between the existing lift station site and the proposed lift station site (on adjacent property), design of a new submersible lift station to City standards, design of new electrical and controls, and associated site improvements. Site improvements to include a passive park and recreation area and drainage collection system to accommodate the proposed lift station and repurpose the rest of the parcel for water retention.

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 at the existing and proposed properties, and the corridor between the existing and proposed properties.

C. Kimley-Horn will evaluate the buildout wastewater demands for the Sugar Forest lift station sewer shed and prepare lift station design calculations to size the proposed lift station.

D. Kimley-Horn will prepare conceptual plans for the lift station which shall include proposed lift station layout and site plan, civil and mechanical design for the lift station site, proposed sanitary sewer layout between the existing lift station and proposed lift station, and applicable section views and details.

E. Kimley-Horn will design a drainage collection system and provide a design report to accommodate the proposed lift station and repurpose the rest of the parcel for water retention. It is anticipated that one (1) ditch bottom inlet will need to be relocated due to proposed improvements. Kimley-Horn will design one (1) stormwater pond in the remaining space of the parcel located in the northwest quadrant of the intersection with Madeline Avenue and Pepper Hill Road. The purpose of the pond is to maximize storage in this basin, not to resolve any flooding in the basin. Up to two (2) inlets will be added to Pepper Hill Road and up to three (3) inlets will be added to Madeline Avenue to collect stormwater and take it to the proposed pond or connect to existing systems. Drainage calculations will be prepared for review by City Staff in accordance with City's direction, FDOT Drainage Manual, and requirements by regulatory agencies. Drainage structure cross sections are not included in this Task.

   FEMA Flood Zone AE is present within the proposed stormwater pond site. Kimley-

Horn will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the drainage design report.

F. Kimley-Horn will evaluate an appropriate parks and recreation area on the proposed parcel and provide the City options. It is anticipated that the parks and recreation area will include a trail around the proposed stormwater pond and a sitting area with benches and landscaping.

G. Kimley-Horn will prepare plan sheets, notes, and details on 11"x17" half size sheets. The plans will include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- Cover and general sheets
- Civil plan sheets
  - Existing LS demolition and LS conversion
  - Proposed LS site
  - Proposed plan sheets for sanitary sewer design
- Mechanical Lift station design sheets
- Utility Design Detail sheets
- Drainage plan sheet(s) (at a horizontal scale of 1” = 40’)
- Drainage Map (at a horizontal scale of 1” = 200’)
- Pond Detail Sheet
- Drainage Detail Sheet
- Erosion Control Plan Sheet(s)
- Landscape Plan
- Tree Mitigation Plan
- Enhanced Landscape Plan
- Irrigation Plan
- Landscape Details

H. Kimley-Horn will attend a meeting with City staff to review the conceptual drawings and receive comments.

I. Kimley-Horn will enlist the services of an electrical engineering subconsultant, Electrical Design Associates (EDA) to perform the required electrical design for the proposed lift station modifications. This work will include power, lighting, lightning protection and limited access alarm points. Electrical design drawings will be submitted for City review at the 90% design stage.

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 lift station, stormwater site improvements, parks and recreation area and lift station electrical 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. All permit application fees will be paid by the City.

B. It is anticipated that the drainage and pond improvements will require a St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP). Kimley-Horn will schedule one (1) pre-application meeting with the St. Johns River Water Management District (SJRWMD). Kimley-Horn will prepare and submit a permit application package to the SJRWMD and will respond to up to two (2) Requests for Additional Information (RAI) from the SJRWMD. 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 90 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, drainage report, specifications, opinion of probable construction costs
- 100% Bid Ready plans, drainage report, specifications and final opinion of probable construction costs

- FDEP Permit and SJRWMD ERP Permit

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $152,890 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Subconsultant*	*Kimley-Horn*	*Lump Sum*
1	Preliminary Design	$19,725	$47,060	$66,785
2	Final Design	$21,020	$45,198	$66,218
3	Permitting	$1,280	$12,824	$14,104
4	Bidding Services	$1,280	$4,503	$5,783
	SubTotal	$43,305	$109,585	
Total				**$152,890**

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

BY: See Page 4 of Task Authorization No. 10

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Page 3 of Task Authorization No. 10
Jon Martin, PE

TITLE: Sr. Vice President

DATE: _____

Kimley»Horn

PROPOSAL FOR SUGAR FOREST LIFT STATION RELOCATION

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 City of Port Orange Sugar Forest Lift Station relocation. The proposed improvements include converting the existing suction lift station to a receiving manhole, design of gravity sewer piping between the existing lift station site and the proposed lift station site (on adjacent property), design of a new submersible lift station to City standards, design of new electrical and controls, and associated site improvements. Site improvements to include a passive park and recreation area and drainage collection system to accommodate the proposed lift station and repurpose the rest of the parcel for water retention.

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 at the existing and proposed properties, and the corridor between the existing and proposed properties.

C. Kimley-Horn will evaluate the buildout wastewater demands for the Sugar Forest lift station sewer shed and prepare lift station design calculations to size the proposed lift station.

D. Kimley-Horn will prepare conceptual plans for the lift station which shall include proposed lift station layout and site plan, civil and mechanical design for the lift station site, proposed sanitary sewer layout between the existing lift station and proposed lift station, and applicable section views and details.

E. Kimley-Horn will design a drainage collection system and provide a design report to accommodate the proposed lift station and repurpose the rest of the parcel for water retention. It is anticipated that one (1) ditch bottom inlet will need to be relocated due to proposed improvements. Kimley-Horn will design one (1) stormwater pond in the remaining space of the parcel located in the northwest quadrant of the intersection with Madeline Avenue and Pepper Hill Road. The purpose of the pond is to maximize storage in this basin, not to resolve any flooding in the basin. Up to two (2) inlets will be added to Pepper Hill Road and up to three (3) inlets will be added to Madeline Avenue to collect stormwater and take it to the proposed pond or connect to existing systems. Drainage calculations will be prepared for review by City Staff in accordance with City's direction, FDOT Drainage Manual, and requirements by regulatory agencies. Drainage structure cross sections are not included in this Task.

   FEMA Flood Zone AE is present within the proposed stormwater pond site. Kimley-

Horn will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the drainage design report.

F. Kimley-Horn will evaluate an appropriate parks and recreation area on the proposed parcel and provide the City options. It is anticipated that the parks and recreation area will include a trail around the proposed stormwater pond and a sitting area with benches and landscaping.

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	SubTotal	$43,305	$109,585	
Total				**$152,890**

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

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Jon Martin, PE

TITLE: Sr. Vice President

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 **FAX (A/C, No):** 7702207699 **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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

City of Port Orange
1000 City Center Circle
Port Orange FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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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 of 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 of 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 — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐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	Limits:	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.	Limits:	Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	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 - $ To be determined.	
☐	Engineer Pollution Liability	Limits:	Coverage - $1,000,000	
☒	Errors and Omissions	Limits:	Coverage - $1,000,000	
☐	Umbrella Policy	Limits:	Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits:	Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $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
~~Maybe.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 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:

Printed Name: Nicole McConnell

Printed Name: Tucker Hunter

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
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.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

SUSAN M. GREMONPREZ
Commission # GG 298833
Expires February 9, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Witnesses:

Printed Name: Jamie Miller

Printed Name: Matt Jones

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 18 day of Jan., 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ✓ personally known or ____ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Printed Name: Jamie Miller

Printed Name: Matt Jones

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: 1/18/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 18 day of Jan., 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ✓ personally known or ___ produced _____ as identification.

MATTHEW J. JONES
Commission # GG 931831
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

_____
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 collectivelyreferred 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 currentat 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 3/5/2024

SUBJECT: (B7e) Approval of Task Authorization No. 11 with Kimley-Horn & Associates for the Cypress Head Golf Club Consumptive Use Permit Renewal

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure 3 - Quality of Life 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Task Authorization No. 11 with Kimley-Horn & Associates for the Cypress Head Golf Course Consumptive Use Permit renewal in an amount not to exceed $23,880.00 and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City of Port Orange Golf Club at Cypress Head Consumptive Use Permit (CUP) #9488 is up for renewal in 2024. The existing CUP was issued on April 5, 2004 with a permitted maximum groundwater withdrawal not to exceed 0.23 million gallons per day (MDG) average. This Task Authorization is in conformance with the Master Contract for Engineering Services RFSQ #21-03 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study, between the City of Port Orange and Kimley-Horn (CA 7763). Kimley-Horn & Associates has prepared a scope of work to renew the current Consumptive Use Permit with the St. John's River Water Management District in the amount of $23,880.00.

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Kimley-Horn and Associates, Inc. - Task Authorization No. 11 Cypress Head Golf Course CUP #9488 Renewal	Kimley-Horn and Associates, Inc. - Task Authorization No. 11 Cypress Head Golf Course CUP #9488 Renewal.pdf
2.	GC CUP proposal -final	GC CUP proposal -final.docx

Steve Parnell	Created/Initiated - 1/16/2024
Chris Wall	Approved - 2/15/2024
Steve Parnell	Approved - 2/20/2024
John McKinney	Approved - 2/21/2024
Matthew Jones	Approved - 2/21/2024
Susan Lovallo	Approved - 2/23/2024
Wayne Clark	Approved - 2/23/2024

TASK AUTHORIZATION NO. 11
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 **Golf Club at Cypress Head Consumptive Use Permit #9488 ("CUP # 9488") Renewal,** as more particularly described in the Scope of Servicesattached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within **six (6) months** from 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 **$23,880.00**. 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.

_____ By: _____

Printed Name: _____ Jonathan D. Thigpen, Senior Vice President

_____ Date: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

EXHIBIT "1"

Contractor's Quote

Consisting of 2 Pages

Kimley»Horn

PROPOSAL FOR GOLF CLUB AT CYPRESS HEAD CONSUMPTIVE USE PERMIT RENEWAL

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.

General Category of Services:

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Golf Club at Cypress Head Consumptive Use Permit (CUP) 9488 Renewal. The existing CUP was issued on April 5, 2004 with a permitted maximum groundwater withdrawal not to exceed 0.23 million gallons per day (MDG) average. The permit is set to expire April 5, 2024.

Specific Scope of Basic Services:

Task 1: Consumptive Use Permit Application

The CUP application process is comprised of several parts to complete a full package. These are generally spelled out by the St. Johns River Water Management District (SJRWMD) through the forms and guidance documents. The initial process is an historical analysis of the water use within the service area. The initial data collection task will be to collect and properly tabulate the last seven years of data for the water system. This includes the following data:

- Well production
- Well as-built data including diameter and depth and location
- Site water uses (any water uses aside from irrigation)
- Acreage for each type of irrigated area (greens, tees, roughs, etc.)
- Plans for any known future development of the property

The data will be tabulated and calculated to determine an average in millions of gallons per year. This historic usage will be compared against the requirements of the existing permit and the SJRWMD's definition of efficient use for this area.

The historical data will then be used as the basis for the future projection of demands in the 20-year planning period. An analysis of the projected growth within the Golf Club's service area will be developed. This will be based on several factors but primarily accounting for known future developments and growth in undeveloped areas based on current land zoning requirements. The historical growth rates will be analyzed along with the known short-range development plans to produce a growth pattern for the 20-year planning period.

The growth planning will be correlated to the historical usage to develop a twenty-year table of projected water use by category. This table serves as the primary basis of the CUP application and developing a justifiable framework for its development is necessary for the SJRWMD to review and approve the permit.

The application itself will be completed with the associated attachment and figures as required. A preliminary submittal meeting will be held with the SJRWMD permitting staff prior to submittal to confirm the requirements and to review the basis of analysis and demand projection. The first

submittal to the SJRWMD is often completed without the groundwater modeling analysis in order to obtain approval of the demand projection. This prevents the duplication of effort in modeling should the water use projections be disputed and need to be adjusted.

Task 2: Water Conservation Planning

The Water Conservation Plan is an independent report submitted with the application which defines the City's efforts to promote the efficient use of water. The development of this report includes a review and summary of the reclaimed water usage within the Golf Club service area. This is completed to represent the offset to groundwater usage that the reclaimed water use provides. This effort is coordinated with Task 1 in the development of the future demands as groundwater demands will vary based on the use of reclaimed water for irrigation. This projected distribution of future reclaimed water supplies will be fully accounted for in this planning.

The plan will be coordinated with City staff to confirm the effectiveness of historic conservation efforts and will define the plan to continue, expand, or replace these efforts to best promote efficient water use.

Task 3: Submittal and Coordination

Coordination for the submittal of the Consumptive Use Permit is typically a lengthy process. The most effective way to submit the permit is to get it submitted and approved in stages. The first stage is the submittal of the 20-year projection of demands and uses. Comments on this submittal should be minimal as this permit is only for the Golf Club's service area.

The next stage is the submittal of the modeling and impact analysis. While generally more straightforward, the potential impacts in this analysis may develop additional questions or requirements regarding the projected future use.

Throughout the permitting process Kimley-Horn will maintain regular communication with the SJRWMD to keep the process moving forward as efficiently as possible.

The permitting fee is anticipated to be $400 and will be paid directly by the City.

Schedule:

These services will be completed as expeditiously as possible. The initial submittal is projected to be completed within two months of authorization. Groundwater modeling and impact analysis is expected to be completed one month after the initial submittal. Kimley-Horn will request a permit extension from the SJRWMD, if needed, following approval of the initial submittal.

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $23,880.00, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Lump Sum Fee*
1	Consumptive Use Permit Application	$14,260
2	Water Conservation Plan	$4,960
3	Submittal Coordination and Responses	$6,660
Total		**$23,880**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY: See Task Authorization No. 11 Page 4	BY: See Task Authorization No 11 Page 3
	Jon Martin, PE
TITLE:	TITLE: Sr. Vice President
DATE:	DATE:

Kimley»Horn

PROPOSAL FOR GOLF CLUB AT CYPRESS HEAD CONSUMPTIVE USE PERMIT RENEWAL

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.

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- Site water uses (any water uses aside from irrigation)
- Acreage for each type of irrigated area (greens, tees, roughs, etc.)
- Plans for any known future development of the property

The data will be tabulated and calculated to determine an average in millions of gallons per year. This historic usage will be compared against the requirements of the existing permit and the SJRWMD's definition of efficient use for this area.

The historical data will then be used as the basis for the future projection of demands in the 20-year planning period. An analysis of the projected growth within the Golf Club's service area will be developed. This will be based on several factors but primarily accounting for known future developments and growth in undeveloped areas based on current land zoning requirements. The historical growth rates will be analyzed along with the known short-range development plans to produce a growth pattern for the 20-year planning period.

The growth planning will be correlated to the historical usage to develop a twenty-year table of projected water use by category. This table serves as the primary basis of the CUP application and developing a justifiable framework for its development is necessary for the SJRWMD to review and approve the permit.

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submittal to the SJRWMD is often completed without the groundwater modeling analysis in order to obtain approval of the demand projection. This prevents the duplication of effort in modeling should the water use projections be disputed and need to be adjusted.

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The plan will be coordinated with City staff to confirm the effectiveness of historic conservation efforts and will define the plan to continue, expand, or replace these efforts to best promote efficient water use.

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Throughout the permitting process Kimley-Horn will maintain regular communication with the SJRWMD to keep the process moving forward as efficiently as possible.

The permitting fee is anticipated to be $400 and will be paid directly by the City.

Schedule:

These services will be completed as expeditiously as possible. The initial submittal is projected to be completed within two months of authorization. Groundwater modeling and impact analysis is expected to be completed one month after the initial submittal. Kimley-Horn will request a permit extension from the SJRWMD, if needed, following approval of the initial submittal.

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $23,880.00, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Lump Sum Fee*
1	Consumptive Use Permit Application	$14,260
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3	Submittal Coordination and Responses	$6,660
Total		**$23,880**

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:_____

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (B7f) Approval of a License Agreement with CS1031 Maplewood Estates MHC, DST for improvements to a portion of the Chamberlin Blvd. right-of-way within Maplewood Mobile Estates Subdivision

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve a License Agreement with CS1031 Maplewood Estates MHC, DST, for improvements within the Chamberlin Boulevard median islands in Maplewood Mobile Estates Subdivision and authorize the Mayor and City Clerk to execute the agreement.

SUMMARY: Staff received an application for a License Agreement to install landscaping in the center median islands within the Chamberlin Boulevard right-of-way, a public right-of-way located in the Maplewood Mobile Estates Subdivision (Maplewood). The previous property owner, Maplewood, LLC, received a License Agreement in 2019 to install twelve (12) privately maintained streetlights in these median islands within the right-of-way. The new property owner of Maplewood, CS1031 Maplewood Estates MHC, DST, is requesting a new License Agreement to allow the existing streetlights to remain and install new landscaping in the center median islands located within the right-of-way. The staff has confirmed there is irrigation in the median islands. If the License Agreement is approved, CS1031 Maplewood Estates MHC, DST, will be required to maintain the landscaping and streetlights within the Chamberlin Boulevard right-of-way in accordance with the license agreement and the City's Land Development Code.

An application for a Minor Engineering Permit for the landscaping work has also been submitted to the City for review, and issuance of the permit is pending approval and the property owner's execution of the License Agreement, if approved. The property owner has been advised that according to the License Agreement, the property owner can only install pre-approved trees in the median islands that will not interfere with city utility lines and is required to maintain the landscaping and streetlights and, if necessary, replace these improvements per the accepted standard construction requirements of the City. If the property owner does not comply with the requirements of the License Agreement, the City can take necessary corrective actions at the expense of the property owner. City liability concerns are addressed by an indemnity statement in the License Agreement document, and the applicant has provided proof of a $1 million Liability Insurance Policy.

The License Agreement application has been reviewed for completeness and accuracy. City staff have reviewed the application, and the area has been inspected with respect to City Codes and possible effects on adjacent properties. If approved, a Minor Engineering Permit is required to install the landscaping improvements in the public right-of-way and complete the inspection process.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	License Agreement w exhibits	License Agreement w exhibits.pdf
2.	Maplewood Landscaping Scope of Work	Maplewood Landscaping Scope of Work.pdf
3.	Maplewood COI Liability	Maplewood COI Liability.pdf
4.	Maplewood Rev Lic Agmt Application	Maplewood Rev Lic Agmt Application.pdf
5.	Maplewood MEP Application	Maplewood MEP Application.pdf
6.	Previous License Agmt for Lights	Previous License Agmt for Lights.pdf

Lisa Epstein	Created/Initiated - 11/20/2023
Tim Burman	Approved - 11/21/2023
Shannon Balmer	Approved - 2/19/2024
Wayne Clark	Approved - 2/23/2024
Tracee Cody	Final Approval - 2/23/2024

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____day of _____, 2024, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and CS1031 MAPLEWOOD ESTATES MHC, DST, a Delaware statutory trust, whose mailing address is 10900 Nuckols Road, Suite 200, Glen Allen, VA 23060, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of the real property identified as Maplewood Mobile Estates Subdivision, hereinafter the "Subject Property", as described on **Exhibit "B"**; and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize a portion of the right-of-way known as Chamberlin Boulevard, located and situated in Port Orange, Volusia County, Florida, a portion of which abuts the Subject Property, for the purpose of installing and maintaining landscaping improvements and twelve street lights in the medians along Chamberlin Boulevard right-of-way adjoining a portion of the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses, and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The

City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars ($1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Maplewood LLC 5111 Ridgewood Avenue, Suite 201, Port Orange, FL 32127, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:
(as to both)

_____

*Printed Name:*_____
1000 City Center Circle
Port Orange, FL 32129

_____

*Printed Name:*_____
1000 City Center
Port Orange, FL 32129

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By:_____
Donald O. Burnette, Mayor

Attest:_____
Robin L. Fenwick, MMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [__] online notarization this _____ day of _____, 2024, by Donald O. Burnette, as Mayor and Robin L Fenwick, as City Clerk, both of the City of Port Orange, Florida, who acknowledged that they are duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [X] are personally known to me, or [_] has produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

Printed Name: Julia Bard
4851 Lake Brook Drive
Glen Allen VA 23060

Printed Name: Jeffrey Gregor
4851 Lake Brook Drive
Glen Allen, VA 23060

LICENSEE:

CS1031 Maplewood Estates MHC, DST,
a Delaware statutory trust

By: CS1031 Maplewood Estates MHC ST, LLC, a Delaware limited liability company, its signatory trustee

By: _____
Louis J. Rogers, Director

Date: 2/16/2024

Commonwealth of Virginia
~~STATE OF~~ _____
COUNTY OF Henrico

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [__] online notarization this 16th day of February, 2024, by Louis j. Rogers, Director of CS1031 Maplewood Estates MHC ST, LLC a Delaware limited liability company, the signatory trustee for CS1031 Maplewood Estates MHC, DST, a Delaware statutory trust, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [X] is personally known to me, or [_] has produced _____ as identification.

_____
Notary Public, State of Virginia at Large
Printed name, commission and expiration:

MELODIE MATTHEWS BOBKO
NOTARY PUBLIC
REG # 7781229
MY COMMISSION EXPIRES
11/30/2026
COMMONWEALTH OF VIRGINIA

EXHIBIT "A"

(Survey / Site plan with "License Agreement Area" noted)

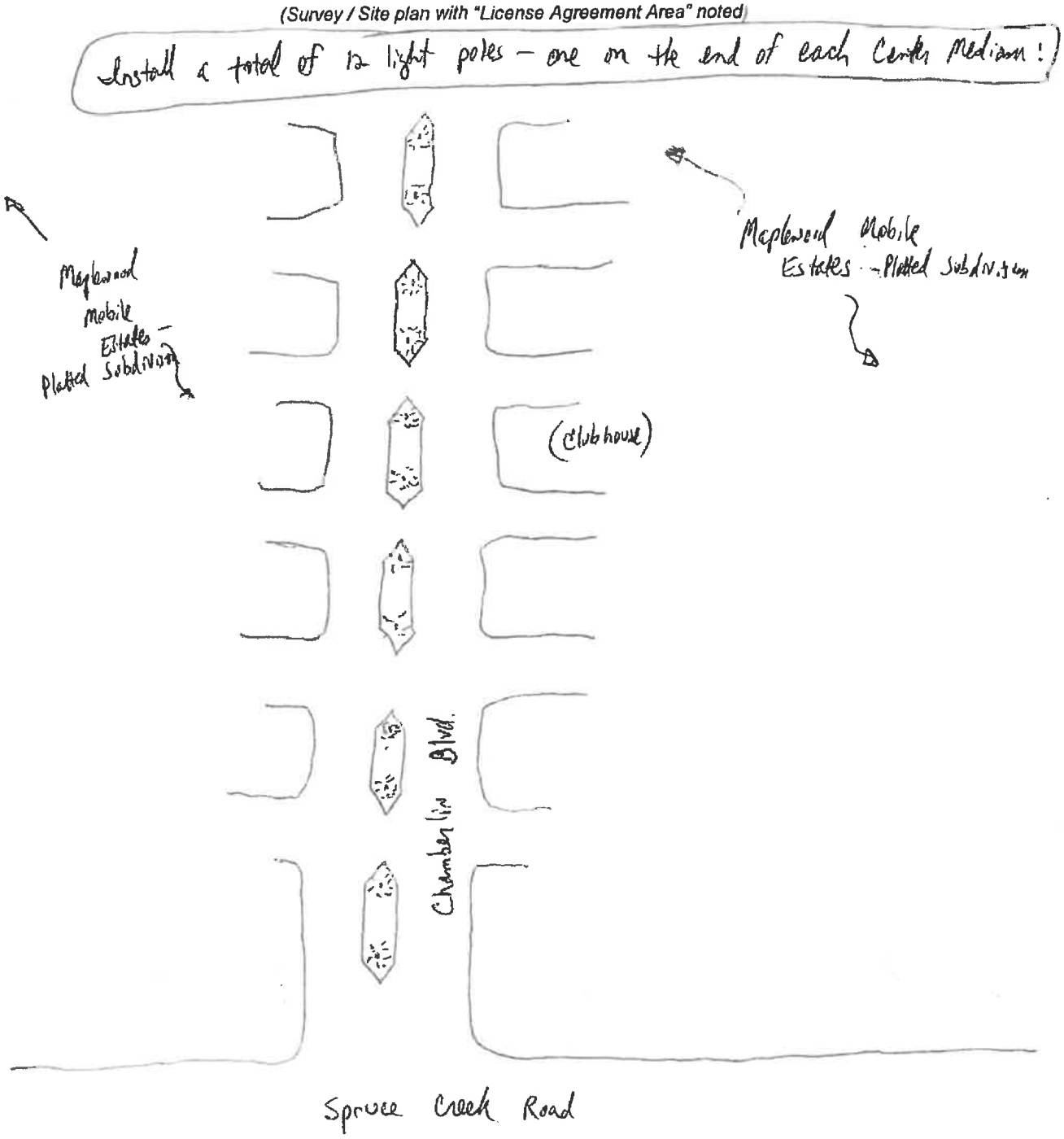
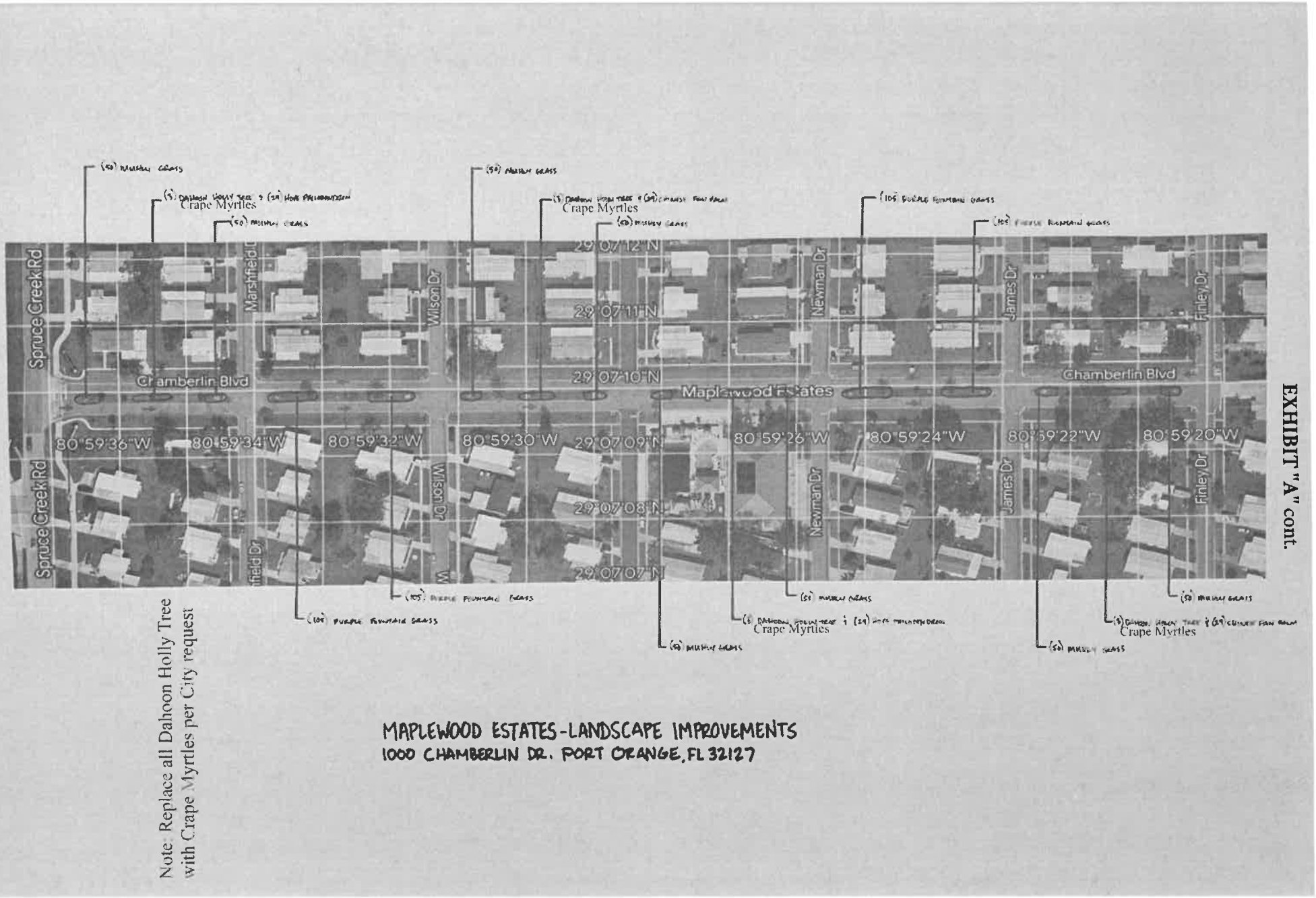


EXHIBIT "A" CONTINUED

EXHIBIT "A" cont.



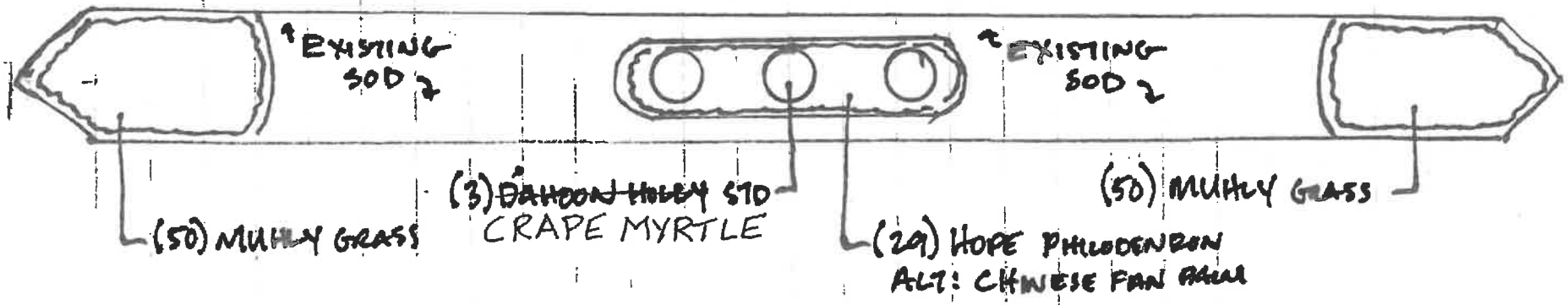
Note: Replace all Dahoon Holly Tree with Crape Myrtles per City request

MAPLEWOOD ESTATES-LANDSCAPE IMPROVEMENTS
1000 CHAMBERLIN DR. PORT ORANGE, FL 32127

EXHIBIT "A" cont.

MAPLEWOOD LANDSCAPE IMPROVEMENTS SCALE 1"=20'

TYPICAL ISLAND x(4): ISLAND # 1, 3, 4, & 6



TYPICAL ISLAND x(2): ISLAND # 2 & #5

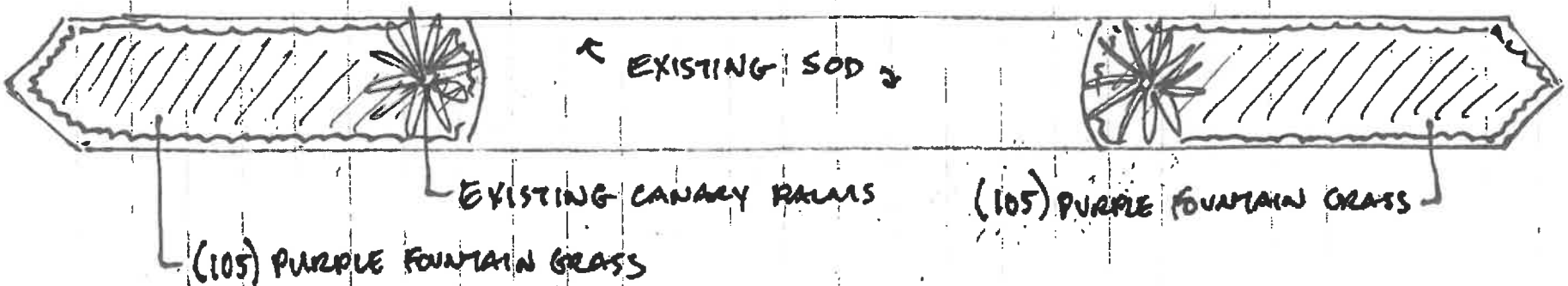




EXHIBIT "A" cont.

EXHIBIT "B"

All of Blocks 2 through 15, inclusive, COMMONWEALTH MOBILE ESTATES, SECOND ADDITION, as per map in Map Book 31, page 104, Except Lots 1, 2, 14 and 15, Block 5; Lots 1, 2, 15 and 16, Block 6; Lots 1, 2, 16 and 17, Block 7; and Lots 1 through 16, inclusive, Block 8, and excluding all of Block 14A, and including portion of Chamberlin Blvd south of Lot 1, Block 15, vacated by Resolution No. 15-26, per Official Records Book 7123, Page 3757, all in the Public Records of Volusia
County, Florida.

Parcel No. 6315-07-02-0010

October 27, 2023

RE:
Maplewood Estates
c/o MHM Communies
1000 Chamberlain Dr,
Port Orange, FL 32127

SCOPE OF WORK

Median Islands – Landscape Improvements

1) (2) Islands with existing Canary Island Date Palms:
   - Furnish and Install (210) Purple Fountain Grass -3gallon, 24-30”ht

2) (4) Islands (without existing palms) Furnish and Install a total of:
   - (12) ~~Dahoon or Eagleston Holly Tree~~ CRAPE MYRTLE – 8-10’ht, 2”CAL, 3’CT
   - (58) Chinese Fan Palm - 7 gallon, 24”ht
   - (58) Hop Philodendron – 7 gallon 24”ht
   - (400) Muhly Grass – 3 gallon 24” ht

3) Repair existing irrigation heads

4) Install 3” layer of Brown Mulch in all landscape beds

Mailing: P.O. Box 1301,Winter Haven, FL 33882-1301; **C:**863.224.0672 **E:** Accounting@atlanticlandscapellc.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

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
Marsh & McLennan Agency LLC
5605 Carnegie Blvd Suite 300
Charlotte NC 28209

CONTACT NAME: Email or Fax
PHONE (A/C, No, Ext): **FAX (A/C, No):** 704.365.6214
E-MAIL ADDRESS: macerts@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CAPITSQUAR2
CS1031 Maplewood Estates MHC, DST
c/o Capital Square 1031 LLC
10900 Nuckols Road, Suite 200
Glen Allen VA 23060

COVERAGES **CERTIFICATE NUMBER:** 385951788 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X No DED applies GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	AIGPN01716020800	5/31/2023	5/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	AIGPN01716020800	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		AIGUN01716020900	5/31/2023	5/31/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Terrorism Included for both General Liability and Umbrella/Excess.
Commercial Excess is follow form.
30 Day written notice of cancellation or coverage reduction except for non-payment of premium which will be 10 day written notice for non-payment of premium given to the lender as Additional Insured.
City of Port Orange is included as Additional Insured under General Liability as required by written contract.

CERTIFICATE HOLDER

City of Port Orange
1000 City Center Circle
Port Orange FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF PORT ORANGE

Department of Community Development
Engineering Division

DATE APPLICATION RECEIVED

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: CS1031 Maplewood Estates MHC- LH

Address: 1 N Lasalle St, Suite 2100, Chicago, IL, 60602 Phone: 561-262-3242

Property Address/Location: 1000 Chamberlin Blvd., Port Orange, Fl 32127

Subdivision Name (If applicable): Maplewood Estates MHP

Does Subdivision have a Homeowners Association? _ _____ Yes _____ No

Description of Request: Landscaping in median on Chamberlin Blvd.

Speed Limit for Subject Road: N/A Type of Curbing: N/A

List Type and Size of any Proposed Shrubs: 400ea Muhly Grass 3 gal. 30 inches/ 58ea Hope Philodend
Purple Fountain Grass 3 gal. 30"

List Type and Size of any Proposed Trees: 12ea Dahoon Holly 9ft. 2inch caliper/ 58ea Chinese Fan Pal

List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc...): _____

REQUIRED ATTACHMENTS

- ☐ A copy of the property deed
- ☐ A sealed property survey
- ☐ A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- ☐ Photos (optional)
- ☐ Letter of approval from the Homeowners Association (HOA) if applicable
- ☐ Other documentation (as requested by the City)
- ☐ Processing fee ($75)

PLEASE NOTE: ***All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.***

REVISED 01/07/2020

CS1031 MAPLEWOOD ESTATES MHC, DST, by CS1031 Maplewood Estates MHC Signatory Trustee, LLC

Property Owner Signature: _____ Date: 2/19/2024

Printed Name : Louis J. Rogers
Director

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 19th day of February, 20 24 by Louis J. Rogers, who [X] is personally known to me or [ ] who has produced _____ as identification.

_____
Notary Public, Commonwealth of Virginia
Printed Name, Commission, & Term Expiration Date:

MELODIE MATTHEWS BOBKO
NOTARY PUBLIC
REG # 7781229
MY COMMISSION EXPIRES
11/30/2026
COMMONWEALTH OF VIRGINIA

Property Owner Signature: _____ Date: _____

Printed Name : _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20 ____ by _____, who [ ] is personally known to me or [ ] who has produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

The following owner affidavit of authorization is only required with the Applicant is not the Property Owner.

OWNER AFFIDAVIT OF AUTHORIZATION

CS1031 Maplewood Estates MHC hereby authorizes CS1031 Maplewood Estates MHC- LH ,
(Property Owner Name) (Applicant Name)

and its agents, to make application for Improvements In The Right-Of-Way to
(Type of Application requested)

the City of Port Orange for property described on the attached application form.

CS1031 Maplewood Estates MHC, DST by CS1031 Maplewood Estates MHC ST, LLC

Property Owner Signature: _____

First and Last Name of Signatory: Louis J. Rogers

Director

Date: 2/19/2024

COMMOWEALTH OF VIRGINIA
COUNTY OF HENRICO

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this Feb 19, 2024 (Date) by Louis J. Rogers, Director (Name of Person Acknowledging),

who [X] is personally known to me or [ ] who has produced _____ (Type of Identification) as identification.

_____ (Signature) Notary Public, Commission No. 7781229

Melodie Matthews Bobko
(Name of Notary typed, printed, or stamped)

MELODIE MATTHEWS BOBKO
NOTARY PUBLIC
REG # 7781229
MY COMMISSION EXPIRES
11/30/2026
COMMONWEALTH OF VIRGINIA

REC'D BY_____ PERMIT NUMBER: _____

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
PHONE 386-506-5600 FAX 386-506-5699

MINOR ENGINEERING PERMIT APPLICATION

Application for LDC, Ch. 10, Sec. 2 Change of Grade Permit and LDC, Ch. 9, Art. II, Sec. 2 Wetlands Alteration Permit
Note to Applicant: All sections of this application form must be completed to avoid delays. If a section does not apply to this project, please indicate by listing "not applicable" or "NA".

PROJECT INFORMATION

PROPERTY TYPE: ☐ RESIDENTIAL (One/Two-Family Lots) ☑ COMMERCIAL (Multi-Family/Commercial/Industrial Lots)

JOB ADDRESS & SUBDIVISION: Maplewood Estates 1000 Chamberlin Blvd. , Port Orange, Fl. 32127

FLOOD ZONE DESIGNATION: _____ (Search Flood Zone Maps by address at https://msc.fema.gov/portal/search)

DESCRIPTION OF WORK (Brief): Landscaping improvements in median along Chamberlin Blvd.

OWNER INFORMATION ☐ **PERMIT APPLICANT**

This section must be completed. If owner is applying for permit, please indicate by checking the "Permit Applicant" box above.

NAME: CS1031 Maplewood Estates MHC

ADDRESS: 1 N Lasalle St Suite 2100, Chicago, IL 60602

PHONE: 561-262-3242 EMAIL: Tbruce@mhmcommunities.com

CONTRACTOR INFORMATION ☐ **PERMIT APPLICANT**

This section must be completed. If contractor is applying for permit, please indicate by checking the "Permit Applicant" box above.

QUALIFIER NAME: N/A BUSINESS NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

ENGINEER/ARCHITECT INFORMATION

NAME: N/A COMPANY: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

TYPE OF WORK: (check all that apply)

- ☐ Filling Depression
- ☐ Filling Above Existing Grade
- ☐ Excavation
- ☐ Ditch/Swale
- ☐ Drainage Pipe/Culvert
- ☐ Drainage Structure(s)
- ☐ Clearing and Grubbing
- ☐ Curb
- ☐ Sidewalk/Ramps
- ☐ Driveway
- ☐ Pavement
- ☐ Overlay/Seal Coat
- ☐ Striping/Marking
- ☑ Landscaping
- ☐ Irrigation
- ☐ Wetland Alteration
- ☐ Other: _____

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT FOR ANY JOB GREATER THAN $2,500.00 WITH THE CLERK OF THE CIRCUIT COURT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE SITE AND SUBMITTED TO THIS OFFICE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. SOME AREAS HAVE PRIVATE DEED COVENANTS & RESTRICTIONS ON BUILDING ACTIVITY. CITY PERMIT IS ONLY TO ENSURE COMPLIANCE TO CITY AND STATE CODES. THE OWNER IS RESPONSIBLE FOR OBTAINING ANY PRIVATE ASSOCIATION APPROVAL BEFORE WORK IS STARTED.

DATA TO BE FURNISHED BY APPLICANT:

☑ Survey or scaled plan showing:

- Proposed work
- Limit of work with tabulation of the area within the limit of work
- All existing trees within 25 feet of the proposed work, identify by type and size and depict those to be removed
- Existing and proposed grades
- Existing utility locations

☐ Erosion Control Plan (Required for parcels adjacent to Drainage Easements, Conservation Easements, water bodies, or in excess of ½ acre disturbed area)

☐ Stormwater Management calculations, if applicable

☐ Floodplain Compensation calculations, if applicable

APPLICATION is hereby made to obtain a permit to do the work and installations as hereon indicated. I certify that the information contained in this application is correct and that all work will be done in compliance with all FEDERAL, STATE, COUNTY & CITY laws, rules, regulations and resolutions regulating construction and zoning whether specified in this application and accompanying plans/specifications or not.

IT IS AGREED by both Owner and Contractor that the approval of permits, plans and/or specifications does not relieve them of the responsibility to comply with provisions of the City Land Development Code and that any improvements constructed under this permit is subject to the following:

1. Construction inspections will be conducted by the Engineering Division and if the improvements are not in conformance with the approved permits, plans and/or specifications, said improvements must be immediately rectified to conform with the approved permit, plans and/or specifications.
2. After the permit, plans and/or specifications have been approved by the Engineering Division, they shall not be changed without written approval of the Engineering Division.

THE OWNER AND CONTRACTOR FURTHER AGREE to indemnify, hold harmless, defend, and exonerate the city and its employees from all damages, liabilities, claims, injuries, and demands for liability rising out of the work under this permit.

OWNER'S AFFIDAVIT: I authorize the named contractor to do the work stated above on the foregoing property.

Signature _____ Date 12/12/2023
Owner

Print Name Bob Miller

STATE OF ~~FLORIDA~~ Tennessee, COUNTY OF ~~VOLUSIA~~ Bradley

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 12 day of Dec., 2023 by Robert Miller, who [✓] is personally known to me or [ ] who has produced _____ as identification.

Katie Cortez
Notary Public as to Owner
Printed Name, Commission & Term Expiration Date:

Katie Cortez
Notary Public-at-large
Exp. 04/22/2025

KATIE CORTEZ
STATE OF TENNESSEE NOTARY PUBLIC
BRADLEY COUNTY

Signature _____ Date _____
Contractor

Print Name _____

STATE OF FLORIDA, COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___ by _____, who [ ] is personally known to me or [ ] who has produced _____ as identification.

_____
Notary Public as to Contractor
Printed Name, Commission & Term Expiration Date:

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this 16 day of April, 2019, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Maplewood LLC, a Florida limited liability company, whose mailing address is 5111 Ridgewood Avenue, Suite 201, Port Orange, FL 32127, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of the real property identified as Maplewood Mobile Estates Subdivision, hereinafter the "Subject Property", as described on **Exhibit "B"**; and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Chamberlin Boulevard, located and situated in Port Orange, Volusia County, Florida, a portion of which abuts the Subject Property, as depicted on **Exhibit "B"** for the purpose of installing twelve street lights in the medians along Chamberlin Boulevard right-of-way adjoining a portion of the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses, and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The

City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars ($1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Maplewood LLC 5111 Ridgewood Avenue, Suite 201, Port Orange, FL 32127, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County,

Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

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IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

Printed Name: Scott Stiltner

Printed Name: Margaret T. Roberts

Printed Name: RUTH E. THANE

Printed Name: Shelby Field

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of April, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [✓] is personally known to me, or [ ] has produced _____ as identification.

MARGARET T. ROBERTS
Commission # FF 949591
Expires January 23, 2020

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of April, 2019, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [X] is personally known to me, or [ ] has produced _____ as identification.

SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022

Notary Public, State of Florida at Large
Printed name, commission and expiration:

CPO Form License Agmt
MTR/tml 9/2/14-bc/10/30/14; SKB 4-2-2019
PROJECT NO.: [redacted]
CA6882

WITNESSES:

Printed Name: Lisa S. Epstein

Printed Name: Julie Gunnlaugsson

LICENSEE:

Maplewood, LLC, a Florida limited liability company

By:

Title: Manager

Date: April 4, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4th day of April, 2019, by D. Andrew Clark as owner of Maplewood LLC who is authorized to execute the foregoing LICENSE AGREEMENT, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

JULIE GUNNLAUGSSON
Notary Public - State of Florida
Commission # FF 940699
My Comm. Expires Mar 24, 2020
Bonded through National Notary Assn.

EXHIBIT "A"

(Survey / Site plan with "License Agreement Area" noted)

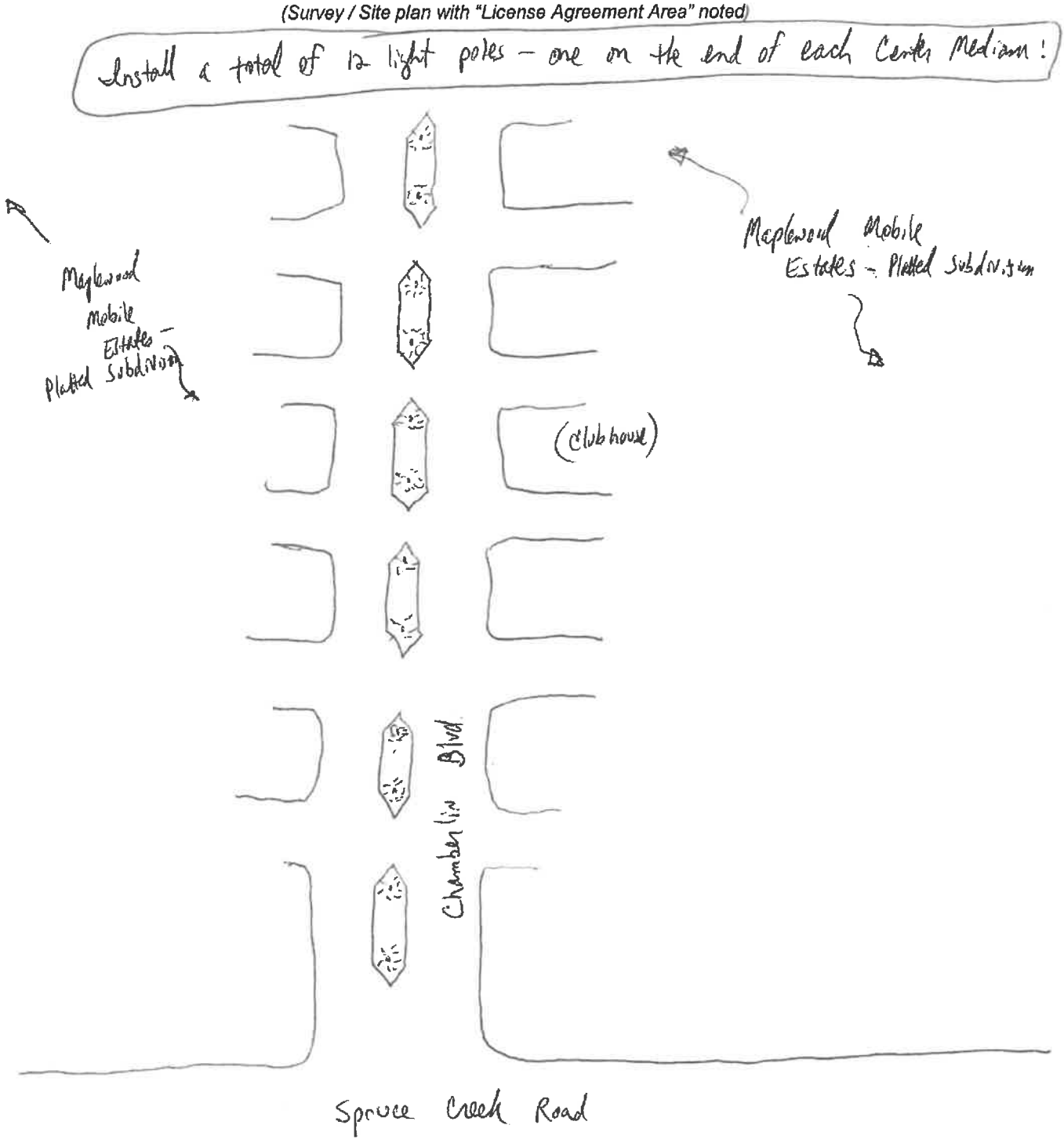


EXHIBIT "A" CONTINUED

EXHIBIT "B"

All of Blocks 2 through 15, inclusive, COMMONWEALTH MOBILE ESTATES, SECOND ADDITION, as per map in Map Book 31, page 104, Except Lots 1, 2, 14 and 15, Block 5; Lots 1, 2, 15 and 16, Block 6; Lots 1, 2, 16 and 17, Block 7; and Lots 1 through 16, inclusive, Block 8, and excluding all of Block 14A, and including portion of Chamberlin Blvd south of Lot 1, Block 15, vacated by Resolution No. 15-26, per Official Records Book 7123, Page 3757, all in the Public Records of Volusia
County, Florida.

Parcel No. 6315-07-02-0010

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (B8) Approval of Revised Local Rules of Procedure

DEPARTMENT: City Attorney

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Revised Local Rules as presented.

SUMMARY: In a recent 11th Circuit Court of Appeals holding, the Court determined that meetings of local governments are considered designated public forums in which the protections of free speech must be observed. In light of this holding, the City Council Local Rules of Procedure have been revised to remove any content-based restrictions or limitations on speech. (See changes in the attached Local Rules.)

Although First Amendment protections apply, there is a significant governmental interest in conducting orderly, efficient meetings of public bodies. Furthermore, the protections of the First Amendment do not guarantee the right to communicate all views at all times or in any manner that may be desired. In other words, free speech is not without limitations. Fighting words and obscenity are two categories of speech that are not worthy of protection under the First Amendment and will not be permitted. Likewise, any unlawful disturbance or interruption of the meeting, after warning, may result in removal of the offending individual.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Port Orange City Council Local Rules of Procedure CAmarkup 2.22.24	Port Orange City Council Local Rules of Procedure CAmarkup 2.22.24.pdf
2.	Port Orange City Council Local Rules of Procedure CArev2.22.24 CLEAN	Port Orange City Council Local Rules of Procedure CArev2.22.24 CLEAN.pdf

Robin Fenwick	Created/Initiated - 2/2/2024
Matthew Jones	Approved - 2/20/2024
Robin Fenwick	Approved - 2/22/2024
Wayne Clark	Approved - 2/23/2024
Tracee Cody	Final Approval - 2/23/2024

CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL
LOCAL RULES OF PROCEDURE

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

    1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election.

A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m.

2. Workshops of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.

3. All regular City Council meetings shall be held in the City Council Chambers at City Hall unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Community Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager.

4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.

5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.

6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:

    a. An opportunity to call and examine witnesses, who shall be sworn;
    b. An opportunity to introduce evidence;
    c. An opportunity to cross examine witnesses; and
    d. An opportunity to rebut evidence.

7. To the extent compatible with the conduct of business, all workshops shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

8. The City Manager shall be responsible for the organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:

   a. To the extent possible, the City Administration shall group all matters by subject area and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need an explanation will not be placed on the Consent Agenda.

   b. The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.

   c. The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Recognition and Proclamations; Consent Agenda (to include Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Reports; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.

   d. Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed to the City Manager for action or resolution by the Council or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.

   e. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in the order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.

   f. Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine the sufficiency of notice to

interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. ~~To promote civil discourse and avoid a confrontational atmosphere, a~~All comments by members of the Council, advisory board members, and/or the public ~~should~~shall avoid the use of language that is obscene or is likely to produce imminent lawless action.~~:~~

~~a. Respect the right of all citizens in our community to hold different opinions;~~

~~b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;~~

~~c. Strive to understand differing perspectives;~~

~~d. Be truthful, not accusatory, and avoid distortion; and~~

~~e. Avoid violence, prejudice, and incivility towards citizens, employees, and officials of the City of Port Orange.~~

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11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines, and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines, and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting

that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

b. Public participation is not required under the following circumstances:

i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;

ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

iii. A meeting that is exempt from s. 286.011, Florida Statutes; or

iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.

b. Prior to commenting, individuals are ~~required~~ asked to clearly state their name and city of residence for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.

c. All comments shall be directed to the presiding officer. ~~and shall not contain profane, aggressive or threatening language, or personal verbal attacks.~~

d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.

e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.

f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs access to or from Council Chambers. Signs shall not be waived or lighted in any manner that

causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within the meeting room.

~~f.~~g. It is unlawful for any individual to willfully and maliciously interrupt or disturb a meeting of City Council. Anyone who causes such a disturbance or interruption, after a warning has been given by the presiding officer, shall be removed from the meeting and may not return during the same meeting.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by the majority vote of the Council.

ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.

iii. The presiding officer shall divide the time allocated equally between all who have signed up to speak. Each individual shall be afforded no more than three minutes to speak unless such time is extended by a majority vote of City Council.

iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the presenter or will require staff research of materials, the item may be scheduled for a future City Council Meeting under Public Participation – Agenda if a member of City Council so specifically requests.

b. Public Participation – Agenda

i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.

ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.

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iii. The City Clerk shall forward a copy of the request and supporting information to the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.

iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.

v. Public Participation Agenda Items shall be considered in the following format:

1. Presentation by requestor
2. Questions of the requestor by City Council
3. Presentation by City staff, if necessary
4. Questions of City staff by City Council
5. Public comments, if any action is to be taken by City Council
6. Take action or provide direction, if necessary

vi. The requestor and City staff shall each be given 10 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. If action is to be taken by City Council, the public shall be afforded no more than three minutes each to speak.

c. Public Hearings, Regular Agenda, and Consent Agenda Items

i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any, have completed their presentation; and before a decision has been made by City Council.

ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.

iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.

d. Submission of Petitions

i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.

ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.

iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.

2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.

b. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and/or consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.

d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.

e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.

3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail or email an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation

before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead or via email at cityclerk@port-orange.org. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are included below. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

Regards,
City Clerk or his/her designee

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.

5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.

6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

7. The following statement shall be placed at the bottom of City Council meeting agendas:

> *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.*

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting may be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. Written ballots shall be read aloud into the record.

2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.

3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. DOCUMENTS

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CEREMONIAL GUIDELINES

Certificates of Achievement are ceremonial documents that recognize an individual's service or extraordinary achievement. They do not have any legislative value.

Prepared on appropriate paper that includes a watermark of the City Seal in the background, along with the *who* and *what* (the achievement) as supplied by the requestor and will be signed by the Mayor.

Proclamations are official City related announcements and/or public declarations issued by the Mayor. They are ceremonial in nature and do not have any legislative value. Below are examples of proclamations that have previously been issued upon request annually; however, some may not be requested every year others may be requested through this process, as well.

- Teacher of the Year – Multiple proclamations – January
- Human Trafficking – January
- Freemanville Day – February
- Sunshine Week – March
- Vietnam War Veterans Day – March
- Government Finance Professionals Week – March
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- Parks & Recreation Month - July
- Constitution Week – September
- Childhood Cancer Month – September
- Florida Government Week – October
- Domestic Abuse Month – October
- Breast Cancer Awareness Month – October
- Veterans Day – November
- Small Business Saturday – November
- Purple Heart – November

Proclamations are prepared on 8 ½ x 11 paper, be enclosed in a certificate holder, and include the following:

- *Whereas* clauses providing information that basically describe the five W's (who, what, when, where, and why)

- A *Now, Therefore Be It Resolved* clause proclaiming a specific event
- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- City Seal

Keys to the City are an honor bestowed by the City upon distinguished persons and honored guests of the City of Port Orange. It symbolizes outstanding civic contributions of the recipient and should be given out only in extraordinary circumstances.

The Key to the City is the City's most prestigious award and will only be used to recognize exceptional achievement or to bestow honor upon distinguished persons and honored guests of the City of Port Orange.

These ceremonial declarations are issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty,
2. Recognition of extraordinary achievement,
3. Supporting actions that improve the quality of life of the Port Orange community, or
4. To raise public awareness of issues that directly affect the Port Orange community.

Request Process

An application form, maintained by the City Clerk's Office, for a Proclamation or Certificate of Achievement should be submitted to the City Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to submit their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance cannot occur by the event date.

The City Clerk, or his/her designee, will initially review all applications and forward to the City Manager for final approval. The City Manager can seek concurrence from the Mayor if there are concerns.

Receipt of Final Document

Individuals/organizations have several options for receiving the finalized document:

1. Proclamation/Certificate can be picked up from the City Clerk's Office/City Hall.
2. Presentation can occur prior to the start of any City Council Meeting/Workshop.
3. Presentation can occur at a regularly scheduled Council Meeting which may require additional information for agenda purposes.
4. Presentation can occur at an event sponsored by the individual/organization subject to the availability of the Mayor or a City Councilmember.

Coordination will be handled by the City Clerk's Office.

Media Coverage

The individual/organization requesting a proclamation or Certificate of Achievement will arrange for any and all media coverage. If media coverage is expected, the individual/organization shall notify the City's Public Information Officer in advance of the meeting.

Contact Information

Mailing Address: City Clerk's Office
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Telephone: 386-506-5563
Email: cityclerk@port-orange.org

IX. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the ____ day of ~~January~~March, 2024.

_____
Donald O. Burnette, Mayor

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL
LOCAL RULES OF PROCEDURE

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

    1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election.

A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m.

2. Workshops of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.

3. All regular City Council meetings shall be held in the City Council Chambers at City Hall unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Community Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager.

4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.

5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.

6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:

    a. An opportunity to call and examine witnesses, who shall be sworn;
    b. An opportunity to introduce evidence;
    c. An opportunity to cross examine witnesses; and
    d. An opportunity to rebut evidence.

7. To the extent compatible with the conduct of business, all workshops shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

8. The City Manager shall be responsible for the organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:

   a. To the extent possible, the City Administration shall group all matters by subject area and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need an explanation will not be placed on the Consent Agenda.

   b. The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.

   c. The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Recognition and Proclamations; Consent Agenda (to include Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Reports; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.

   d. Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed to the City Manager for action or resolution by the Council or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.

   e. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in the order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.

   f. Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine the sufficiency of notice to

interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. All comments by members of the Council, advisory board members, and/or the public shall avoid the use of language that is obscene or is likely to produce imminent lawless action.

11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines, and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines, and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

b. Public participation is not required under the following circumstances:

i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;

ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

iii. A meeting that is exempt from s. 286.011, Florida Statutes; or

iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.

b. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.

c. All comments shall be directed to the presiding officer.

d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.

e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.

f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within the meeting room.

g. It is unlawful for any individual to willfully and maliciously interrupt or disturb a meeting of City Council. Anyone who causes such a disturbance or interruption, after a warning has been given by the presiding officer, shall be removed from the meeting and may not return during the same meeting.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a

complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by the majority vote of the Council.

ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.

iii. The presiding officer shall divide the time allocated equally between all who have signed up to speak. Each individual shall be afforded no more than three minutes to speak unless such time is extended by a majority vote of City Council.

iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the presenter or will require staff research of materials, the item may be scheduled for a future City Council Meeting under Public Participation – Agenda if a member of City Council so specifically requests.

b. Public Participation – Agenda

i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.

ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.

iii. The City Clerk shall forward a copy of the request and supporting information to the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.

iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.

v. Public Participation Agenda Items shall be considered in the following format:

1. Presentation by requestor
2. Questions of the requestor by City Council
3. Presentation by City staff, if necessary

4. Questions of City staff by City Council
5. Public comments, if any action is to be taken by City Council
6. Take action or provide direction, if necessary

vi. The requestor and City staff shall each be given 10 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. If action is to be taken by City Council, the public shall be afforded no more than three minutes each to speak.

c. Public Hearings, Regular Agenda, and Consent Agenda Items

i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any, have completed their presentation; and before a decision has been made by City Council.

ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.

iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.

d. Submission of Petitions

i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.

ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.

iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.

2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

   a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.

   b. The Congregation List shall be compiled by referencing the listings for “churches,” “congregations,” or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and/or consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of

the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.

d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.

e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.

3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail or email an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead or via email at cityclerk@port-orange.org. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are included below. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

Regards,
City Clerk or his/her designee

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.

5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.

6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

7. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

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A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting may be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. Written ballots shall be read aloud into the record.

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- Purple Heart – November

Proclamations are prepared on 8 ½ x 11 paper, be enclosed in a certificate holder, and include the following:

- *Whereas* clauses providing information that basically describe the five W's (who, what, when, where, and why)
- A *Now, Therefore Be It Resolved* clause proclaiming a specific event
- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- City Seal

Keys to the City are an honor bestowed by the City upon distinguished persons and honored guests of the City of Port Orange. It symbolizes outstanding civic contributions of the recipient and should be given out only in extraordinary circumstances.

The Key to the City is the City's most prestigious award and will only be used to recognize exceptional achievement or to bestow honor upon distinguished persons and honored guests of the City of Port Orange.

These ceremonial declarations are issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty,
2. Recognition of extraordinary achievement,
3. Supporting actions that improve the quality of life of the Port Orange community, or
4. To raise public awareness of issues that directly affect the Port Orange community.

Request Process

An application form, maintained by the City Clerk's Office, for a Proclamation or Certificate of Achievement should be submitted to the City Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to submit their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance cannot occur by the event date.

The City Clerk, or his/her designee, will initially review all applications and forward to the City Manager for final approval. The City Manager can seek concurrence from the Mayor if there are concerns.

Receipt of Final Document

Individuals/organizations have several options for receiving the finalized document:

1. Proclamation/Certificate can be picked up from the City Clerk's Office/City Hall.
2. Presentation can occur prior to the start of any City Council Meeting/Workshop.
3. Presentation can occur at a regularly scheduled Council Meeting which may require additional information for agenda purposes.
4. Presentation can occur at an event sponsored by the individual/organization subject to the availability of the Mayor or a City Councilmember.

Coordination will be handled by the City Clerk's Office.

Media Coverage

The individual/organization requesting a proclamation or Certificate of Achievement will arrange for any and all media coverage. If media coverage is expected, the individual/organization shall notify the City's Public Information Officer in advance of the meeting.

Contact Information

Mailing Address:	City Clerk's Office City of Port Orange 1000 City Center Circle Port Orange, FL 32129
Telephone:	386-506-5563
Email:	cityclerk@port-orange.org

IX. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the ____ day of March, 2024.

_____
Donald O. Burnette, Mayor

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(59,532)	7,840	14,648	67,391	63,861	83,393	63,681	10,594	4,165	2,312	(39,938)	(36,466)
Management Fee Expense	(6,274)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)	(6,400)
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)
Net Income	(65,901)	1,344	8,152	60,895	57,366	76,897	57,186	4,098	(2,331)	(4,184)	(46,433)	(42,961)
Working Capital Changes												
Inventory	(6,201)	(13,489)	(8,640)	(17,450)	(12,888)	(6,201)	(786)	(7,711)	(3,497)	(1,554)	667	(433)
Receivables	92,368	1,011	59	(5,166)	5,294	(171)	(2,411)	2,479	(13,181)	11,947	(170,939)	125,245
Prepaid Expenses	8,069	(9,649)	(12,225)	10,892	21,296	(9,057)	8,180	6,861	(27,203)	7,132	8,959	(17,951)
Payables	21,540	4,134	28,307	24,002	2,495	(4,888)	(20,122)	(20,433)	8,652	(9,153)	9,047	(20,167)
Due to from the City	960	239	1	(196)	158	305	(758)	265	116	(40)	(37)	136
Accrued Expenses	6,872	11,742	8,090	8,217	5,682	(26,636)	3,840	397	8,267	6,829	11,151	(35,265)
Deferred Revenues	(32,874)	1,527	(38,923)	(9,040)	(6,873)	7,467	(22,847)	(12,087)	(30,478)	(11,687)	163,740	(16,614)
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	96
Operating Cash Flow	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	(23,749)	(7,914)
Investing Activities												
Financing Activites												
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	(23,749)	(7,914)
Beginning Cash	255,433	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	381,089	357,341
Net Cash Flows	24,929	(3,045)	(15,085)	72,249	72,624	37,813	22,378	(26,036)	(59,558)	(614)	(23,749)	(7,914)
Ending Cash	280,363	277,317	262,233	334,482	407,106	444,919	467,297	441,262	381,704	381,089	357,341	349,427

The Golf Club at Cypress Head

For the Month Ending September 30, 2023

	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23
REVENUES													
Green Fees & Cart Fees	82,527.75	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03
Merchandise	6,106.00	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93
Other Pro Shop	1,067.00	850.00	2,277.06	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00
Range	2,262.58	2,957.24	3,822.98	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31
Other Operating Revenues	2,164.82	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07
TOTAL REVENUE	94,128.15	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34
COST OF SALES													
Merchandise	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30
TOTAL COGS	3,673.81	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30
COGS - Merchandise %	60.2%	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%
PAYROLL													
Course and Grounds	35,185.19	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15
Carts, Range, Starters, Etc.	7,117.30	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01
Pro Shop	6,814.31	6,958.36	9,876.88	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75
General and Administrative	15,210.90	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	17,538.54
Marketing	5,954.61	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06
TOTAL PAYROLL	70,282.31	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37	86,030.51
OPERATING EXPENSES													
Course and Grounds	40,992.52	32,051.47	16,665.60	22,238.01	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	21,155.05
Carts, Range, Starters, Etc.	4,791.98	9,137.25	12,405.83	11,790.97	13,003.55	14,509.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00
Pro Shop	190.44	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57	75.61	799.35
General and Administrative	24,140.22	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	36,139.52
Marketing	1,344.02	813.11	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27
TOTAL OPERATING EXPENSE	71,459.18	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40	70,476.19
TOTAL EXPENSES	145,415.30	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95	169,744.00
EBITDA	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(36,465.66)

The Golf Club at Cypress Head

For the Month Ending September 30, 2023

	09/30/22	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23
EBITDA	(51,287.15)	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(36,465.66)
MANAGEMENT FEES	(6,433.61)	(6,273.85)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income/(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain/(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(57,816.29)	(65,901.11)	1,344.08	8,152.23	60,895.16	57,365.62	76,897.32	57,185.66	4,098.22	(2,330.52)	(4,183.52)	(46,433.31)	(42,961.19)
Paid Rounds	2,153.00	2,086.00	3,326.00	3,631.00	4,514.00	4,848.00	5,285.00	4,537.00	3,928.00	3,889.00	3,619.00	2,669.00	2,765.00
Annual Pass Rounds	311.00	206.00	312.00	353.00	411.00	413.00	414.00	406.00	351.00	325.00	298.00	336.00	338.00
Other Rounds	175.00	169.00	238.00	236.00	301.00	268.00	295.00	247.00	254.00	282.00	236.00	258.00	240.00
Total Rounds	2,639.00	2,461.00	3,876.00	4,220.00	5,226.00	5,529.00	5,994.00	5,190.00	4,533.00	4,496.00	4,153.00	3,263.00	3,343.00
Revenue/Paid Rounds	43.72	42.10	45.36	50.30	49.58	52.25	50.21	51.87	50.59	44.99	45.55	50.86	48.20
Revenue/Total Rounds	35.67	35.68	38.92	43.28	42.82	45.81	44.27	45.34	43.84	38.92	39.70	41.60	39.87
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2023

	09/30/23	09/30/22	09/30/22
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	297,893	242,333	242,333
Cash - Payroll	50,184	11,750	11,750
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	349,427	255,433	255,433
Accounts Receivable			
A/R Member	47,275	93,810	93,810
Total Accounts Recievable	47,275	93,810	93,810
Other Current Assets			
Inventory - Merchandise	99,360	21,177	21,177
Prepaid Insurance	45,051	38,909	38,909
Prepaid Exp - Other	11,388	12,835	12,835
Total Other Current Assets	155,800	72,922	72,922
TOTAL CURRENT ASSETS	552,502	422,164	422,164
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(32,261)	(31,115)	(31,115)
TOTAL PROPERTY, PLANT AND EQUIPMENT	3,887	5,033	5,033
TOTAL ASSETS	556,389	427,198	427,198

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2023

	09/30/23	09/30/22	09/30/22
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	51,356	27,940	27,940
Accts Pay - Other	123,980	122,830	122,830
Accrued Expenses	490	3,075	3,075
Accrued Payroll	32,567	22,112	22,112
Accrued Taxes	7,122	5,805	5,805
Deferred Revenue	236,547	245,237	245,237
TOTAL CURRENT LIBILITIES	452,061	426,999	426,999
TOTAL LIABILITIES	452,061	426,999	426,999
STOCKHOLDER'S EQUITY			
Retained Earnings	104,328	199	199
Net Retained Earnings	104,328	199	199
Stockholders Equity	104,328	199	199
TOTAL STOCKHOLDER'S EQUITY	104,328	199	199
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	556,389	427,198	427,198

The Golf Club at Cypress Head
Course Cash Flow Report
September 30, 2023

	September	*YTD*
EBITDA	**($36,465.66)**	**$181,948.85**
Management Fee Expense	**(6,400.00)**	**(76,673.85)**
Depreciation & Amortization	**(95.53)**	**(1,146.36)**
Net Income	**(42,961.19)**	**104,128.64**
Working Capital Changes		
Inventory	**(432.71)**	**(78,182.34)**
Receivables	**125,245.11**	**46,534.70**
Payables	**(20,166.58)**	**23,415.79**
Due to from the City	**135.89**	**1,149.80**
Prepaids	**(17,951.01)**	**(4,695.60)**
Accrued Liabilities	**(35,264.55)**	**9,186.26**
Other Liabilities	**(16,614.02)**	**(8,689.60)**
Depreciation & Amortization	**95.53**	**1,146.36**
Operating Cash Flow	**(7,913.53)**	**93,994.01**
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	**(7,913.53)**	**93,994.01**
Beginning Cash	**357,340.78**	**255,433.24**
Net Cash Flows	**(7,913.53)**	**93,994.01**
Ending Cash	**349,427.25**	**349,427.25**

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
62,922	51,805	121%	50,990	123%	Green Fees	1,166,034	990,571	118%	978,526	119%	990,571	1,166,034
40,127	39,540	101%	31,537	127%	Cart Fee	612,318	534,440	115%	579,289	106%	534,440	612,318
25	20	125%	176	14%	Handicap Fee	5,551	4,130	134%	5,025	110%	4,130	5,551
865	1,000	87%	811	107%	Lessons	17,988	13,590	132%	15,773	114%	13,590	17,988
450	300	150%	80	563%	Rental Clubs	8,811	2,800	315%	3,120	282%	2,800	8,811
21,756	7,400	294%	6,106	356%	Retail	286,316	110,100	260%	125,691	228%	110,100	286,316
4,510	3,500	129%	2,263	199%	Range	68,808	52,400	131%	51,597	133%	52,400	68,808
2,623	2,200	119%	2,165	121%	City Surcharge R & R	40,841	38,100	107%	40,086	102%	38,100	40,841
133,278	105,765	126%	94,128	142%	Total Revenues	2,206,665	1,746,131	126%	1,799,106	123%	1,746,131	2,206,665
					COST OF GOODS SOLD							
13,237	4,736	280%	3,674	360%	COGS - Merchandise	202,413	70,464	287%	78,941	256%	70,464	202,413
13,237	4,736	280%	3,674	360%	Total COGS	202,413	70,464	287%	78,941	256%	70,464	202,413
120,041	101,029	119%	90,454	133%	GROSS MARGIN	2,004,253	1,675,667	120%	1,720,165	117%	1,675,667	2,004,253
60.84%	64.00%	95.07%	60.17%	101.13%	COGS - Merchandise %	70.70%	64.00%	110.46%	62.81%	112.56%	64.00%	836.10%
					PAYROLL							
30,985	26,032	119%	29,422	105%	Gross Payroll - Salaried	351,515	309,850	113%	299,573	117%	309,850	351,515
41,854	35,322	118%	28,742	146%	Gross Payroll - Hourly	484,323	430,230	113%	414,159	117%	430,230	484,323
72,839	61,353	119%	58,164	125%	S/T Wages	835,839	740,080	113%	713,732	117%	740,080	835,839
5,281	4,694	113%	3,882	136%	Payroll Tax - FICA	61,905	56,616	109%	52,695	117%	56,616	61,905
135	440	31%	85	158%	Payroll Tax - UC	2,442	9,197	27%	2,492	98%	9,197	2,442
1,247	1,267	98%	1,521	82%	Payroll Tax - WC	15,896	14,988	106%	13,939	114%	14,988	15,896
6,529	5,426	120%	6,629	98%	Benefits	68,584	63,721	108%	60,657	113%	63,721	68,584
13,192	11,827	112%	12,118	109%	S/T Adders	148,828	144,522	103%	129,783	115%	144,522	148,828
86,031	73,180	118%	70,282	122%	TOTAL PAYROLL	984,667	884,602	111%	843,515	117%	884,602	984,667
					OPERATING EXPENSES							
33	100	33%	0	0%	Cart Supplies	734	1,200	61%	2,172	34%	1,200	734
1,413	600	235%	1,096	129%	Chemicals	8,682	7,200	121%	8,027	108%	7,200	8,682
234	1,000	23%	1,644	14%	Course Accessories	8,818	4,250	207%	3,984	221%	4,250	8,818
1,228	8,000	15%	1,218	101%	Fertilizer	57,386	58,500	98%	59,311	97%	58,500	57,386
56	0	0%	0	0%	Flowers/Decor	2,446	900	272%	515	475%	900	2,446
1,214	1,200	101%	1,873	65%	Fuel	19,625	19,900	99%	21,681	91%	19,900	19,625
1,144	0	0%	2,408	48%	Fungicides	2,641	6,400	41%	5,295	50%	6,400	2,641
3,077	5,500	56%	2,168	142%	Herbicides	39,328	33,700	117%	14,619	269%	33,700	39,328
0	800	0%	1,307	0%	Insecticides	7,254	13,100	55%	12,144	60%	13,100	7,254
181	450	40%	486	37%	Janitorial Supplies	6,747	8,000	84%	7,426	91%	8,000	6,747
0	100	0%	569	0%	Laundry/Uniforms	1,555	2,200	71%	1,519	102%	2,200	1,555
673	450	150%	480	140%	Office Supplies	8,165	4,200	194%	4,678	175%	4,200	8,165
0	0	0%	0	0%	Printing	1,106	0	0%	0	0%	0	1,106
0	0	0%	0	0%	Range Balls	9,042	3,600	251%	3,520	257%	3,600	9,042
498	0	0%	0	0%	Range Equipment	1,674	1,050	159%	1,087	154%	1,050	1,674
895	0	0%	0	0%	Range Expenses	2,672	2,100	127%	1,629	164%	2,100	2,672
1,340	0	0%	0	0%	Sand/Topdress	14,727	15,200	97%	10,271	143%	15,200	14,727
0	1,000	0%	3,250	0%	Seeds/Trees	7,010	15,200	46%	8,915	79%	15,200	7,010
0	300	0%	1,176	0%	Small Tools	493	3,200	15%	1,844	27%	3,200	493
0	0	0%	0	0%	Staff/Volunteer Uniforms	875	0	0%	0	0%	0	875
826	0	0%	0	0%	Supplies	8,655	200	4327%	3,863	224%	200	8,655
144	50	287%	0	0%	Tournament Expense	1,710	600	285%	243	703%	600	1,710
142	250	57%	121	118%	Alarm System	1,888	3,000	63%	2,068	91%	3,000	1,888
0	50	0%	0	0%	Cart Repairs	1,928	1,200	161%	977	197%	1,200	1,928
827	160	517%	160	517%	Computer Service	7,468	1,920	389%	1,918	389%	1,920	7,468
1,000	650	154%	650	154%	Contract Cleaning	8,768	7,800	112%	7,498	117%	7,800	8,768
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	0	0%	Handicap Expense	6,538	5,175	126%	5,297	123%	5,175	6,538
494	1,100	45%	1,340	37%	Irrigation	6,479	13,200	49%	11,217	58%	13,200	6,479
0	50	0%	0	0%	Lesson Expense	0	1,000	0%	350	0%	1,000	0
82	3,000	3%	0	0%	Repair & Maint - Paths	333	3,000	11%	0	0%	3,000	333
1,876	1,600	117%	11,308	17%	Repair & Maint - Equipment	35,211	19,800	178%	29,850	118%	19,800	35,211
6,125	800	766%	157	3893%	Repair & Maint - Building	15,409	9,850	156%	11,798	131%	9,850	15,409
8,577	5,200	165%	4,186	205%	Cart Lease	102,924	62,400	165%	44,028	234%	62,400	102,924
7,140	7,671	93%	10,533	68%	Equipment Lease	85,680	92,052	93%	87,423	98%	92,052	85,680
206	206	100%	0	0%	Off-Site Storage	2,472	2,472	100%	2,037	121%	2,472	2,472
1,065	1,150	93%	932	114%	Utilities - Electric	11,577	13,800	84%	14,634	79%	13,800	11,577
3,732	3,800	98%	3,966	94%	Utilities - Other	47,246	45,600	104%	46,261	102%	45,600	47,246
136	200	68%	150	91%	Utilities - Telephone/Fax	2,357	2,400	98%	2,214	106%	2,400	2,357
189	200	94%	189	100%	Utilities - Water	2,618	2,600	101%	2,689	97%	2,600	2,618
1,509	5,000	30%	1,344	112%	Advertising & Promotion	26,704	23,400	114%	23,886	112%	23,400	26,704
284	400	71%	345	83%	Bank Charges	3,632	4,800	76%	4,147	88%	4,800	3,632
(168)	0	0%	(49)	346%	Cash Short/(Over)	(265)	0	0%	(637)	42%	0	(265)
240	240	100%	200	120%	Cell Phone	2,780	2,880	97%	2,400	116%	2,880	2,780

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,623	2,580	102%	2,165	121%	City Surcharge R & R	40,841	38,940	105%	40,086	102%	38,940	40,841
3,695	2,000	185%	2,243	165%	Credit Card Discounts	54,540	36,500	149%	42,575	128%	36,500	54,540
688	0	0%	0	0%	Donations	(58)	0	0%	573	-10%	0	(58)
0	0	0%	0	0%	Dues & Subscriptions	2,639	1,880	140%	1,599	165%	1,880	2,639
1,100	0	0%	0	0%	Education & Training	1,935	550	352%	400	484%	550	1,935
1,343	100	1343%	39	3403%	Employee Relations	8,887	2,150	413%	401	2217%	2,150	8,887
0	0	0%	0	0%	Employee Testing	147	0	0%	58	254%	0	147
8,962	6,700	134%	7,675	117%	Insurance Expense	96,649	80,400	120%	78,295	123%	80,400	96,649
0	50	0%	300	0%	Member Relations	(3,988)	600	-665%	2,491	-160%	600	(3,988)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
5,000	0	0%	4,500	111%	O/S - Accounting	20,500	11,200	183%	16,230	126%	11,200	20,500
0	0	0%	0	0%	O/S - Other	5,850	6,000	98%	5,800	101%	6,000	5,850
478	350	137%	436	110%	Payroll Processing Fee	5,422	4,350	125%	5,083	107%	4,350	5,422
163	100	163%	93	175%	Postage/Shipping	2,033	1,750	116%	2,721	75%	1,750	2,033
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(215)	150	-143%	(120)	179%	150	(215)
0	100	0%	0	0%	Travel - Meals	246	2,100	12%	1,115	22%	2,100	246
42	100	42%	831	5%	Travel - Other	10,825	1,200	902%	3,291	329%	1,200	10,825
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
70,476	63,357	111%	71,459	99%	TOTAL OPERATING EXPENSES	837,637	706,819	119%	675,495	124%	706,819	837,637
(36,466)	(35,508)	103%	(51,287)	71%	EBITDA	181,949	84,246	216%	201,155	90%	84,246	181,949
6,400	6,434	99%	6,434	99%	Management Fee	76,674	77,208	99%	75,816	101%	77,208	76,674
6,400	6,434	99%	6,434	99%	Management Fees	76,674	77,208	99%	75,816	101%	77,208	76,674
23	23	100%	23	100%	Deprec - Mach & Equip	277	277	100%	277	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	869	869	100%	869	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,146	1,146	100%	1,146	100%	1,146	1,146
(42,961)	(42,038)	102%	(57,816)	74%	NET INCOME	104,129	5,892	1767%	124,193	84%	5,892	104,129

The Golf Club at Cypress Head
Course & Grounds
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
62,922	51,805	121%	50,990	123%	Green Fees	1,166,034	990,571	118%	978,526	119%	990,571	1,166,034
2,623	2,200	119%	2,165	121%	City Surcharge R & R	40,841	38,100	107%	40,086	102%	38,100	40,841
65,545	54,005	121%	53,155	123%	Total Revenues	1,206,874	1,028,671	117%	1,018,612	118%	1,028,671	1,206,874
65,545	54,005	121%	53,155	123%	GROSS MARGIN	1,206,874	1,028,671	117%	1,018,612	118%	1,028,671	1,206,874
					PAYROLL							
10,682	11,047	97%	11,696	91%	Gross Payroll - Salaried	131,971	132,564	100%	122,652	108%	132,564	131,971
22,358	20,947	107%	16,916	132%	Gross Payroll - Hourly	263,375	254,858	103%	244,081	108%	254,858	263,375
33,039	31,994	103%	28,612	115%	S/T Wages	395,347	387,422	102%	366,733	108%	387,422	395,347
2,459	2,448	100%	2,000	123%	Payroll Tax - FICA	29,271	29,638	99%	26,886	109%	29,638	29,271
22	54	41%	10	217%	Payroll Tax - UC	720	3,376	21%	1,113	65%	3,376	720
584	661	88%	805	73%	Payroll Tax - WC	7,575	7,845	97%	7,155	106%	7,845	7,575
2,800	2,088	134%	3,757	75%	Benefits	27,123	24,532	111%	28,700	95%	24,532	27,123
5,865	5,251	112%	6,573	89%	S/T Adders	64,690	65,391	99%	63,854	101%	65,391	64,690
38,904	37,245	104%	35,185	111%	TOTAL PAYROLL	460,036	452,813	102%	430,587	107%	452,813	460,036
					OPERATING EXPENSES							
1,413	600	235%	1,096	129%	Chemicals	8,682	7,200	121%	8,027	108%	7,200	8,682
234	1,000	23%	1,644	14%	Course Accessories	8,818	4,250	207%	3,984	221%	4,250	8,818
1,228	8,000	15%	1,218	101%	Fertilizer	57,386	58,500	98%	59,311	97%	58,500	57,386
56	0	0%	0	0%	Flowers/Decor	2,446	900	272%	515	475%	900	2,446
1,214	1,200	101%	1,873	65%	Fuel	19,625	19,900	99%	21,681	91%	19,900	19,625
1,144	0	0%	2,408	48%	Fungicides	2,641	6,400	41%	5,295	50%	6,400	2,641
3,077	5,500	56%	2,168	142%	Herbicides	39,328	33,700	117%	14,619	269%	33,700	39,328
0	800	0%	1,307	0%	Insecticides	7,254	13,100	55%	12,144	60%	13,100	7,254
1,340	0	0%	0	0%	Sand/Topdress	14,727	15,200	97%	10,271	143%	15,200	14,727
0	1,000	0%	3,250	0%	Seeds/Trees	7,010	15,200	46%	8,915	79%	15,200	7,010
0	300	0%	1,176	0%	Small Tools	493	3,200	15%	1,844	27%	3,200	493
0	0	0%	0	0%	Staff/Volunteer Uniforms	875	0	0%	0	0%	0	875
494	1,100	45%	1,340	37%	Irrigation	6,479	13,200	49%	11,217	58%	13,200	6,479
82	3,000	3%	0	0%	Repair & Maint - Paths	333	3,000	11%	0	0%	3,000	333
1,876	1,600	117%	10,652	18%	Repair & Maint - Equipment	28,542	19,200	149%	25,520	112%	19,200	28,542
401	0	0%	135	297%	Repair & Maint - Building	1,655	3,150	53%	2,133	78%	3,150	1,655
7,140	7,671	93%	10,533	68%	Equipment Lease	85,680	92,052	93%	87,423	98%	92,052	85,680
365	250	146%	326	112%	Utilities - Electric	3,651	3,000	122%	3,203	114%	3,000	3,651
901	1,800	50%	1,677	54%	Utilities - Other	20,396	21,600	94%	21,712	94%	21,600	20,396
189	200	94%	189	100%	Utilities - Water	2,618	2,600	101%	2,689	97%	2,600	2,618
0	0	0%	0	0%	Education & Training	835	550	152%	400	209%	550	835
0	50	0%	0	0%	Employee Relations	679	600	113%	47	1446%	600	679
0	0	0%	0	0%	Employee Testing	147	0	0%	58	254%	0	147
0	0	0%	0	0%	O/S - Other	5,850	6,000	98%	5,800	101%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	150	0%	165	0%	150	0
21,155	34,071	62%	40,993	52%	TOTAL OPERATING EXPENSES	326,153	342,652	95%	306,972	106%	342,652	326,153
5,486	(17,311)	-32%	(23,023)	-24%	EBITDA	420,685	233,206	180%	281,053	150%	233,206	420,685
5,486	(17,311)	-32%	(23,023)	-24%	NET INCOME	420,685	233,206	180%	281,053	150%	233,206	420,685

The Golf Club at Cypress Head
Carts
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
40,127	39,540	101%	31,537	127%	Cart Fee	612,318	534,440	115%	579,289	106%	534,440	612,318
40,127	39,540	101%	31,537	127%	Total Revenues	612,318	534,440	115%	579,289	106%	534,440	612,318
40,127	39,540	101%	31,537	127%	GROSS MARGIN	612,318	534,440	115%	579,289	106%	534,440	612,318
					PAYROLL							
12,797	7,826	164%	6,372	201%	Gross Payroll - Hourly	145,202	95,213	153%	97,152	149%	95,213	145,202
12,797	7,826	164%	6,372	201%	S/T Wages	145,202	95,213	153%	97,152	149%	95,213	145,202
987	599	165%	500	197%	Payroll Tax - FICA	11,460	7,284	157%	7,960	144%	7,284	11,460
83	290	29%	59	141%	Payroll Tax - UC	1,149	3,380	34%	1,024	112%	3,380	1,149
230	162	142%	187	123%	Payroll Tax - WC	2,786	1,928	145%	1,918	145%	1,928	2,786
5	0	0%	0	0%	Benefits	(129)	0	0%	8	-1523%	0	(129)
1,306	1,051	124%	746	175%	S/T Adders	15,267	12,591	121%	10,910	140%	12,591	15,267
14,103	8,876	159%	7,117	198%	TOTAL PAYROLL	160,468	107,804	149%	108,062	148%	107,804	160,468
					OPERATING EXPENSES							
33	100	33%	0	0%	Cart Supplies	734	1,200	61%	2,172	34%	1,200	734
170	0	0%	0	0%	Supplies	4,282	0	0%	0	0%	0	4,282
0	50	0%	0	0%	Cart Repairs	1,928	1,200	161%	977	197%	1,200	1,928
8,577	5,200	165%	4,186	205%	Cart Lease	102,924	62,400	165%	44,028	234%	62,400	102,924
700	900	78%	606	115%	Utilities - Electric	7,926	10,800	73%	11,431	69%	10,800	7,926
9,480	6,250	152%	4,792	198%	TOTAL OPERATING EXPENSES	117,793	75,600	156%	58,609	201%	75,600	117,793
16,544	24,414	68%	19,628	84%	EBITDA	334,056	351,036	95%	412,618	81%	351,036	334,056
16,544	24,414	68%	19,628	84%	NET INCOME	334,056	351,036	95%	412,618	81%	351,036	334,056

The Golf Club at Cypress Head
Range
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
4,510	3,500	129%	2,263	199%	Range	68,808	52,400	131%	51,597	133%	52,400	68,808
4,510	3,500	129%	2,263	199%	Total Revenues	68,808	52,400	131%	51,597	133%	52,400	68,808
4,510	3,500	129%	2,263	199%	GROSS MARGIN	68,808	52,400	131%	51,597	133%	52,400	68,808
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	9,042	3,600	251%	3,520	257%	3,600	9,042
498	0	0%	0	0%	Range Equipment	1,674	1,050	159%	1,087	154%	1,050	1,674
895	0	0%	0	0%	Range Expenses	2,672	2,100	127%	1,629	164%	2,100	2,672
0	0	0%	0	0%	Repair & Maint - Equipment	3,768	100	3768%	0	0%	100	3,768
1,393	0	0%	0	0%	TOTAL OPERATING EXPENSES	17,156	6,850	250%	6,236	275%	6,850	17,156
3,117	3,500	89%	2,263	138%	EBITDA	51,652	45,550	113%	45,361	114%	45,550	51,652
3,117	3,500	89%	2,263	138%	NET INCOME	51,652	45,550	113%	45,361	114%	45,550	51,652

The Golf Club at Cypress Head
Golf Shop
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
25	20	125%	176	14%	Handicap Fee	5,551	4,130	134%	5,025	110%	4,130	5,551
865	1,000	87%	811	107%	Lessons	17,988	13,590	132%	15,773	114%	13,590	17,988
450	300	150%	80	563%	Rental Clubs	8,811	2,800	315%	3,120	282%	2,800	8,811
21,756	7,400	294%	6,106	356%	Retail	286,316	110,100	260%	125,691	228%	110,100	286,316
23,096	8,720	265%	7,173	322%	Total Revenues	318,666	130,620	244%	149,609	213%	130,620	318,666
					COST OF GOODS SOLD							
13,237	4,736	280%	3,674	360%	COGS - Merchandise	202,413	70,464	287%	78,941	256%	70,464	202,413
13,237	4,736	280%	3,674	360%	Total COGS	202,413	70,464	287%	78,941	256%	70,464	202,413
9,859	3,984	247%	3,499	282%	GROSS MARGIN	116,253	60,156	193%	70,667	165%	60,156	116,253
60.84%	64.00%	95.07%	60.17%	101.13%	COGS - Merchandise %	70.70%	64.00%	110.46%	62.81%	112.56%	64.00%	836.10%
					PAYROLL							
3,760	0	0%	0	0%	Gross Payroll - Salaried	42,983	0	0%	0	0%	0	42,983
6,621	6,549	101%	5,454	121%	Gross Payroll - Hourly	68,035	80,159	85%	72,926	93%	80,159	68,035
10,381	6,549	159%	5,454	190%	S/T Wages	111,018	80,159	138%	72,926	152%	80,159	111,018
720	501	144%	398	181%	Payroll Tax - FICA	8,693	6,132	142%	5,596	155%	6,132	8,693
7	81	9%	16	46%	Payroll Tax - UC	378	1,484	25%	398	95%	1,484	378
167	135	123%	152	110%	Payroll Tax - WC	2,121	1,624	131%	1,474	144%	1,624	2,121
1,335	599	223%	794	168%	Benefits	8,998	7,045	128%	7,013	128%	7,045	8,998
2,229	1,317	169%	1,360	164%	S/T Adders	20,191	16,285	124%	14,481	139%	16,285	20,191
12,611	7,865	160%	6,814	185%	TOTAL PAYROLL	131,209	96,444	136%	87,407	150%	96,444	131,209
					OPERATING EXPENSES							
0	50	0%	190	0%	Office Supplies	138	600	23%	276	50%	600	138
0	0	0%	0	0%	Printing	1,090	0	0%	0	0%	0	1,090
656	0	0%	0	0%	Supplies	4,373	200	2187%	3,863	113%	200	4,373
144	50	287%	0	0%	Tournament Expense	1,710	600	285%	243	703%	600	1,710
0	0	0%	0	0%	Handicap Expense	6,538	5,175	126%	5,297	123%	5,175	6,538
0	50	0%	0	0%	Lesson Expense	0	1,000	0%	350	0%	1,000	0
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	1,044	0%	0	0
799	150	533%	190	420%	TOTAL OPERATING EXPENSES	13,850	7,575	183%	11,073	125%	7,575	13,850
(3,551)	(4,031)	88%	(3,506)	101%	EBITDA	(28,806)	(43,863)	66%	(27,813)	104%	(43,863)	(28,806)
(3,551)	(4,031)	88%	(3,506)	101%	NET INCOME	(28,806)	(43,863)	66%	(27,813)	104%	(43,863)	(28,806)

The Golf Club at Cypress Head
G & A
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
14,028	11,076	127%	12,250	115%	Gross Payroll - Salaried	152,616	131,217	116%	128,756	119%	131,217	152,616
78	0	0%	0	0%	Gross Payroll - Hourly	703	0	0%	0	0%	0	703
14,105	11,076	127%	12,250	115%	S/T Wages	153,319	131,217	117%	128,756	119%	131,217	153,319
823	847	97%	735	112%	Payroll Tax - FICA	10,005	10,038	100%	8,955	112%	10,038	10,005
0	0	0%	0	0%	Payroll Tax - UC	116	519	22%	(130)	-89%	519	116
220	229	96%	286	77%	Payroll Tax - WC	2,927	2,658	110%	2,488	118%	2,658	2,927
2,389	2,695	89%	1,939	123%	Benefits	32,223	31,628	102%	18,599	173%	31,628	32,223
3,433	3,771	91%	2,961	116%	S/T Adders	45,271	44,843	101%	29,912	151%	44,843	45,271
17,539	14,847	118%	15,211	115%	TOTAL PAYROLL	198,590	176,060	113%	158,668	125%	176,060	198,590
					OPERATING EXPENSES							
181	450	40%	486	37%	Janitorial Supplies	6,747	8,000	84%	7,426	91%	8,000	6,747
0	100	0%	569	0%	Laundry/Uniforms	1,555	2,200	71%	1,519	102%	2,200	1,555
673	400	168%	289	233%	Office Supplies	8,027	3,600	223%	4,402	182%	3,600	8,027
0	0	0%	0	0%	Printing	16	0	0%	0	0%	0	16
142	250	57%	121	118%	Alarm System	1,888	3,000	63%	2,068	91%	3,000	1,888
827	160	517%	160	517%	Computer Service	7,468	1,920	389%	1,918	389%	1,920	7,468
1,000	650	154%	650	154%	Contract Cleaning	8,768	7,800	112%	7,498	117%	7,800	8,768
0	0	0%	0	0%	Guest Relations	8,258	0	0%	0	0%	0	8,258
0	0	0%	656	0%	Repair & Maint - Equipment	2,901	500	580%	4,330	67%	500	2,901
5,723	800	715%	22	25620%	Repair & Maint - Building	13,754	6,700	205%	8,621	160%	6,700	13,754
206	206	100%	0	0%	Off-Site Storage	2,472	2,472	100%	2,037	121%	2,472	2,472
2,831	2,000	142%	2,289	124%	Utilities - Other	26,849	24,000	112%	24,549	109%	24,000	26,849
136	200	68%	150	91%	Utilities - Telephone/Fax	2,357	2,400	98%	2,214	106%	2,400	2,357
284	400	71%	345	83%	Bank Charges	3,632	4,800	76%	4,147	88%	4,800	3,632
(168)	0	0%	(49)	346%	Cash Short/(Over)	(265)	0	0%	(637)	42%	0	(265)
240	240	100%	200	120%	Cell Phone	2,780	2,880	97%	2,400	116%	2,880	2,780
2,623	2,580	102%	2,165	121%	City Surcharge R & R	40,841	38,940	105%	40,086	102%	38,940	40,841
3,695	2,000	185%	2,243	165%	Credit Card Discounts	54,540	36,500	149%	42,575	128%	36,500	54,540
688	0	0%	0	0%	Donations	(58)	0	0%	573	-10%	0	(58)
0	0	0%	0	0%	Dues & Subscriptions	2,639	1,880	140%	1,599	165%	1,880	2,639
1,100	0	0%	0	0%	Education & Training	1,100	0	0%	0	0%	0	1,100
1,343	50	2686%	39	3403%	Employee Relations	8,207	1,550	530%	354	2319%	1,550	8,207
8,962	6,700	134%	7,675	117%	Insurance Expense	96,649	80,400	120%	78,295	123%	80,400	96,649
0	50	0%	300	0%	Member Relations	(3,988)	600	-665%	2,491	-160%	600	(3,988)
0	0	0%	0	0%	Miscellaneous	8	0	0%	2,081	0%	0	8
5,000	0	0%	4,500	111%	O/S - Accounting	20,500	11,200	183%	16,230	126%	11,200	20,500
478	350	137%	436	110%	Payroll Processing Fee	5,422	4,350	125%	5,083	107%	4,350	5,422
163	100	163%	93	175%	Postage/Shipping	2,033	1,750	116%	2,721	75%	1,750	2,033
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(215)	0	0%	(285)	75%	0	(215)
0	100	0%	0	0%	Travel - Meals	246	2,100	12%	1,115	22%	2,100	246
42	100	42%	831	5%	Travel - Other	10,825	1,200	902%	3,291	329%	1,200	10,825
0	0	0%	0	0%	Employee Meals	25	0	0%	20	125%	0	25
36,140	17,886	202%	24,140	150%	TOTAL OPERATING EXPENSES	335,982	250,742	134%	268,720	125%	250,742	335,982
(53,678)	(32,733)	164%	(39,351)	136%	EBITDA	(534,571)	(426,802)	125%	(427,388)	125%	(426,802)	(534,571)
6,400	6,434	99%	6,434	99%	Management Fee	76,674	77,208	99%	75,816	101%	77,208	76,674
6,400	6,434	99%	6,434	99%	Management Fees	76,674	77,208	99%	75,816	101%	77,208	76,674
23	23	100%	23	100%	Deprec - Mach & Equip	277	277	100%	277	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	869	869	100%	869	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,146	1,146	100%	1,146	100%	1,146	1,146
(60,174)	(39,262)	153%	(45,880)	131%	NET INCOME	(612,392)	(505,156)	121%	(504,350)	121%	(505,156)	(612,392)

The Golf Club at Cypress Head
Marketing
For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
2,515	3,909	64%	5,476	46%	Gross Payroll - Salaried	23,946	46,070	52%	48,165	50%	46,070	23,946
0	0	0%	0	0%	Gross Payroll - Hourly	7,008	0	0%	0	0%	0	7,008
2,515	3,909	64%	5,476	46%	S/T Wages	30,954	46,070	67%	48,165	64%	46,070	30,954
291	299	97%	250	116%	Payroll Tax - FICA	2,475	3,524	70%	3,297	75%	3,524	2,475
21	15	144%	0	0%	Payroll Tax - UC	79	438	18%	88	90%	438	79
46	81	57%	91	51%	Payroll Tax - WC	487	933	52%	904	54%	933	487
0	44	0%	138	0%	Benefits	369	516	72%	6,337	6%	516	369
359	438	82%	479	75%	S/T Adders	3,410	5,411	63%	10,626	32%	5,411	3,410
2,874	4,347	66%	5,955	48%	TOTAL PAYROLL	34,364	51,481	67%	58,791	58%	51,481	34,364
					OPERATING EXPENSES							
1,509	5,000	30%	1,344	112%	Advertising & Promotion	26,704	23,400	114%	23,886	112%	23,400	26,704
1,509	5,000	30%	1,344	112%	TOTAL OPERATING EXPENSES	26,704	23,400	114%	23,886	112%	23,400	26,704
(4,383)	(9,347)	47%	(7,299)	60%	EBITDA	(61,068)	(74,881)	82%	(82,677)	74%	(74,881)	(61,068)
(4,383)	(9,347)	47%	(7,299)	60%	NET INCOME	(61,068)	(74,881)	82%	(82,677)	74%	(74,881)	(61,068)

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
103,049	91,345	113%	82,528	125%	Green Fees & Cart Fees	1,778,351	1,525,011	117%	1,557,815	114%	1,525,011	1,778,351
21,756	7,400	294%	6,106	356%	Merchandise	286,316	110,100	260%	125,691	228%	110,100	286,316
1,340	1,320	102%	1,067	126%	Other Pro Shop	32,350	20,520	158%	23,918	135%	20,520	32,350
4,510	3,500	129%	2,263	199%	Range	68,808	52,400	131%	51,597	133%	52,400	68,808
2,623	2,200	119%	2,165	121%	Other Operating Revenues	40,841	38,100	107%	40,086	102%	38,100	40,841
133,278	105,765	126%	94,128	142%	TOTAL REVENUE	2,206,665	1,746,131	126%	1,799,106	123%	1,746,131	2,206,665
					COST OF SALES							
13,237	4,736	280%	3,674	360%	Merchandise	202,413	70,464	287%	78,941	256%	70,464	202,413
13,237	4,736	280%	3,674	360%	TOTAL COGS	202,413	70,464	287%	78,941	256%	70,464	202,413
60.8%	64.0%	95.1%	60.2%	101.1%	COGS - Merchandise %	70.7%	64.0%	110.5%	62.8%	112.6%	64.0%	836.1%
					PAYROLL							
38,904	37,245	104%	35,185	111%	Course and Grounds	460,036	452,813	102%	430,587	107%	452,813	460,036
14,103	8,876	159%	7,117	198%	Carts, Range, Starters, Etc.	160,468	107,804	149%	108,062	148%	107,804	160,468
12,611	7,865	160%	6,814	185%	Pro Shop	131,209	96,444	136%	87,407	150%	96,444	131,209
17,539	14,847	118%	15,211	115%	General and Administrative	198,590	176,060	113%	158,668	125%	176,060	198,590
2,874	4,347	66%	5,955	48%	Marketing	34,364	51,481	67%	58,791	58%	51,481	34,364
86,031	73,180	118%	70,282	122%	TOTAL PAYROLL	984,667	884,602	111%	843,515	117%	884,602	984,667
					OPERATING EXPENSES							
21,155	34,071	62%	40,993	52%	Course and Grounds	326,153	342,652	95%	306,972	106%	342,652	326,153
10,873	6,250	174%	4,792	227%	Carts, Range, Starters, Etc.	134,949	82,450	164%	64,844	208%	82,450	134,949
799	150	533%	190	420%	Pro Shop	13,850	7,575	183%	11,073	125%	7,575	13,850
36,140	17,886	202%	24,140	150%	General and Administrative	335,982	250,742	134%	268,720	125%	250,742	335,982
1,509	5,000	30%	1,344	112%	Marketing	26,704	23,400	114%	23,886	112%	23,400	26,704
70,476	63,357	111%	71,459	99%	TOTAL OPERATING EXPENSES	837,637	706,819	119%	675,495	124%	706,819	837,637
169,744	141,273	120%	145,415	117%	TOTAL EXPENSES	2,024,717	1,661,885	122%	1,597,951	127%	1,661,885	2,024,717
(36,466)	(35,508)	103%	(51,287)	71%	EBITDA	181,949	84,246	216%	201,155	90%	84,246	181,949

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(36,466)	(35,508)	103%	(51,287)	71%	EBITDA	181,949	84,246	216%	201,155	90%	84,246	181,949
(6,400)	(6,434)	99%	(6,434)	99%	MANAGEMENT FEES	(76,674)	(77,208)	99%	(75,816)	101%	(77,208)	(76,674)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(1,146)	(1,146)	100%	(1,146)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(1,146)	(1,146)	100%	(1,146)	100%	(1,146)	(1,146)
(42,961)	(42,038)	102%	(57,816)	74%	NET INCOME	104,129	5,892	1767%	124,193	84%	5,892	104,129
2,765	2,615	106%	2,153	128%	Paid Rounds	45,097	37,780	119%	42,729	106%	37,780	45,097
338	419	81%	311	109%	Annual Pass Rounds	4,163	4,748	88%	4,406	94%	4,748	4,163
240	230	104%	175	137%	Other Rounds	3,024	2,636	115%	3,036	100%	2,636	3,024
3,343	3,264	102%	2,639	127%	Total Rounds	52,284	45,164	116%	50,171	104%	45,164	52,284
48	40	119%	44	110%	Revenue/Paid Rounds	49	46	106%	42	116%	46	582
40	32	123%	36	112%	Revenue/Total Rounds	42	39	109%	36	118%	39	500

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

General Ledger

Ranges: **From:** **To:**
Date: 9/1/2023 9/30/2023
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$281,340.57	$278,569.80	$262,017.34	$16,552.46	$297,893.03
	10050-5950-900	Cash - Course Payroll BMO	$74,650.21	$70,000.00	$94,465.99	($24,465.99)	$50,184.22
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$172,520.05	$14,202.44	$139,447.55	($125,245.11)	$47,274.94
	12000-5950-900	Inventory - Merchandise	$98,927.01	$34,620.56	$34,187.85	$432.71	$99,359.72
	13020-5950-900	Prepaid Insurance	$29,295.12	$43,518.73	$27,762.41	$15,756.32	$45,051.44
	13040-5950-900	Prepaid Exp - Other	$9,193.70	$9,064.00	$6,869.31	$2,194.69	$11,388.39
	20100-5950-900	Machinery & Equipment	$5,550.40	$0.00	$0.00	$0.00	$5,550.40
	20160-5950-900	Buildings and Improvements	$30,597.54	$0.00	$0.00	$0.00	$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	($4,971.26)	$0.00	$23.12	($23.12)	($4,994.38)
	22080-5950-900	Accum. Deprec - Buildings	($27,194.22)	$0.00	$72.41	($72.41)	($27,266.63)
	30000-5950-900	Accts Pay - Trade	($71,522.11)	$167,071.38	$146,904.80	$20,166.58	($51,355.53)
	30040-5950-900	Accts Pay - Other	($123,843.79)	$16,219.35	$16,355.24	($135.89)	($123,979.68)
	31000-5950-900	Accrued Expenses	($2,504.70)	$2,504.70	$490.00	$2,014.70	($490.00)
	31020-5950-900	Accrued Payroll	($54,391.47)	$42,889.32	$20,830.00	$22,059.32	($32,332.15)
	31080-5950-900	Accrued Tips Payable	$0.00	$102.00	$336.91	($234.91)	($234.91)
	31220-5950-900	Accrued Sales Tax	($18,547.06)	$18,737.39	$7,311.95	$11,425.44	($7,121.62)
	31400-5950-900	Accrued City Surcharge	$0.00	$2,623.07	$2,623.07	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($7,166.81)	$1,365.01	$1,132.63	$232.38	($6,934.43)
	32020-5950-900	Deferred Rev - Outing Deposits	($25,760.78)	$14,442.27	$18,881.83	($4,439.56)	($30,200.34)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($36,300.90)	$3,238.46	$0.00	$3,238.46	($33,062.44)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($43,711.11)	$7,675.29	$0.01	$7,675.28	($36,035.83)
	32070-5950-900	Deferred Rev - Gift Cards	($34,828.40)	$929.67	$426.74	$502.93	($34,325.47)
	32100-5950-900	Deferred Rev - Credit Books	($10,862.46)	$1,477.62	$1,230.00	$247.62	($10,614.84)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($94,530.57)	$9,851.48	$694.57	$9,156.91	($85,373.66)
	49020-5950-900	Retained Earnings - Current	($199.13)	$0.00	$0.00	$0.00	($199.13)
	50000-5950-100	Green Fees - Annual Pass	($61,258.04)	$0.01	$5,643.53	($5,643.52)	($66,901.56)
	5003A-5950-100	Green Fee - Group	($102,776.32)	$224.84	$6,859.68	($6,634.84)	($109,411.16)
	50040-5950-100	Green Fees - Member	($5,055.79)	$0.00	$704.26	($704.26)	($5,760.05)
	5005A-5950-100	Green Fee - Hotel	($50.74)	$0.00	$0.00	$0.00	($50.74)
	5006A-5950-100	Green Fee - Junior	($2,599.05)	$0.00	$103.16	($103.16)	($2,702.21)
	50070-5950-100	Green Fees - (surcharge)	($38,895.17)	$2,810.13	$5,433.20	($2,623.07)	($41,518.24)
	5007A-5950-100	Green Fee - League	($78,125.63)	$0.00	$128.48	($128.48)	($78,254.11)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	($129,641.78)	$118.36	$7,435.10	($7,316.74)	($136,958.52)
	5012A-5950-100	Green Fee - Outing	($74,644.47)	$0.00	$7,794.36	($7,794.36)	($82,438.83)
	5014A-5950-100	Green Fee - Resident	($346,920.10)	$7,313.23	$25,502.46	($18,189.23)	($365,109.33)
	5015A-5950-100	Green Fee - Senior	($258,157.61)	$265.32	$13,705.92	($13,440.60)	($271,598.21)
	5016A-5950-100	Green Fee - Staff	($1.00)	$0.00	$0.00	$0.00	($1.00)
	5017A-5950-100	Green Fee - Trade	($108.06)	$0.00	$0.00	$0.00	($108.06)
	5018A-5950-100	Green Fee - Twilight	($58.90)	$0.00	$0.00	$0.00	($58.90)
	5019A-5950-100	Green Fee - Wholesale	($4,818.58)	$0.00	$344.04	($344.04)	($5,162.62)
	50500-5950-200	Cart Fee 18	($496,084.80)	$1,119.92	$35,215.32	($34,095.40)	($530,180.20)
	50520-5950-200	Cart Fee - Annual Trail	($76,106.17)	$0.00	$6,031.33	($6,031.33)	($82,137.50)
	52090-5950-600	Handicap Fee	($5,526.00)	$25.00	$50.00	($25.00)	($5,551.00)
	52150-5950-600	Lessons	($17,122.50)	$0.00	$865.00	($865.00)	($17,987.50)
	52280-5950-600	Rental Clubs	($8,361.05)	$25.00	$475.00	($450.00)	($8,811.05)
	52310-5950-600	Retail	($264,560.27)	$339.48	$22,095.41	($21,755.93)	($286,316.20)
	53050-5950-220	Range Pass Revenue	($64,297.57)	$150.40	$4,660.71	($4,510.31)	($68,807.88)
	56120-5950-100	City Surcharge R & R	($38,217.50)	$0.00	$2,623.07	($2,623.07)	($40,840.57)
	60000-5950-600	COGS - Merchandise - Accessories	$189,175.57	$33,000.48	$19,763.18	$13,237.30	$202,412.87
	70000-5950-100	Gross Payroll - Salaried	$121,289.71	$18,406.47	$7,724.91	$10,681.56	$131,971.27
	70000-5950-600	Gross Payroll - Salaried	$39,222.56	$6,507.22	$2,747.07	$3,760.15	$42,982.71

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70000-5950-900	Gross Payroll - Salaried	$138,587.88	$25,505.26	$11,477.51	$14,027.75	$152,615.63
	70000-5950-950	Gross Payroll - Salaried	$21,430.44	$3,807.70	$1,292.35	$2,515.35	$23,945.79
	70010-5950-100	Gross Payroll - Hourly	$241,017.81	$36,215.48	$13,857.97	$22,357.51	$263,375.32
	70010-5950-200	Gross Payroll - Hourly	$132,404.50	$21,008.62	$8,211.34	$12,797.28	$145,201.78
	70010-5950-600	Gross Payroll - Hourly	$61,414.04	$9,472.18	$2,850.90	$6,621.28	$68,035.32
	70010-5950-900	Gross Payroll - Hourly	$625.57	$129.70	$52.03	$77.67	$703.24
	70010-5950-950	Gross Payroll - Hourly	$7,007.82	$0.00	$0.00	$0.00	$7,007.82
	71000-5950-100	Payroll Tax - FICA	$26,812.19	$4,006.17	$1,546.94	$2,459.23	$29,271.42
	71000-5950-200	Payroll Tax - FICA	$10,473.34	$1,614.92	$628.14	$986.78	$11,460.12
	71000-5950-600	Payroll Tax - FICA	$7,973.49	$1,128.00	$408.01	$719.99	$8,693.48
	71000-5950-900	Payroll Tax - FICA	$9,181.80	$1,446.26	$622.83	$823.43	$10,005.23
	71000-5950-950	Payroll Tax - FICA	$2,183.87	$291.28	$0.00	$291.28	$2,475.15
	71010-5950-100	Payroll Tax - UC	$698.03	$30.68	$8.26	$22.42	$720.45
	71010-5950-200	Payroll Tax - UC	$1,065.61	$130.44	$47.09	$83.35	$1,148.96
	71010-5950-600	Payroll Tax - UC	$370.80	$9.80	$2.45	$7.35	$378.15
	71010-5950-900	Payroll Tax - UC	$115.09	$0.94	$0.47	$0.47	$115.56
	71010-5950-950	Payroll Tax - UC	$57.38	$21.32	$0.00	$21.32	$78.70
	71020-5950-100	Payroll Tax - WC	$6,990.70	$583.93	$0.00	$583.93	$7,574.63
	71020-5950-200	Payroll Tax - WC	$2,556.11	$230.36	$0.00	$230.36	$2,786.47
	71020-5950-600	Payroll Tax - WC	$1,954.37	$166.67	$0.00	$166.67	$2,121.04
	71020-5950-900	Payroll Tax - WC	$2,707.01	$219.90	$0.00	$219.90	$2,926.91
	71020-5950-950	Payroll Tax - WC	$440.82	$46.11	$0.00	$46.11	$486.93
	71030-5950-100	Benefits	$24,323.55	$8,646.51	$5,847.01	$2,799.50	$27,123.05
	71030-5950-200	Benefits	($134.25)	$392.28	$387.04	$5.24	($129.01)
	71030-5950-600	Benefits	$7,662.58	$2,874.11	$1,538.80	$1,335.31	$8,997.89
	71030-5950-900	Benefits	$29,833.84	$5,459.65	$3,070.33	$2,389.32	$32,223.16
	71030-5950-950	Benefits	$369.33	$0.00	$0.00	$0.00	$369.33
	80110-5950-200	Cart Supplies	$700.54	$32.97	$0.00	$32.97	$733.51
	80120-5950-100	Chemicals	$7,269.32	$1,412.58	$0.00	$1,412.58	$8,681.90
	80170-5950-100	Course Accessories	$8,583.08	$234.45	$0.00	$234.45	$8,817.53
	80230-5950-100	Fertilizer	$56,158.32	$1,228.00	$0.00	$1,228.00	$57,386.32
	80250-5950-100	Flowers/Decor	$2,390.20	$56.05	$0.00	$56.05	$2,446.25
	80270-5950-100	Fuel	$18,411.25	$1,214.15	$0.00	$1,214.15	$19,625.40
	80280-5950-100	Fungicides	$1,497.17	$1,144.00	$0.00	$1,144.00	$2,641.17
	80320-5950-100	Herbicides	$36,251.06	$3,077.11	$0.00	$3,077.11	$39,328.17
	80370-5950-100	Insecticides	$7,253.95	$0.00	$0.00	$0.00	$7,253.95
	80380-5950-900	Janitorial Supplies	$6,565.90	$180.66	$0.00	$180.66	$6,746.56
	80420-5950-900	Laundry/Uniforms	$1,555.20	$0.00	$0.00	$0.00	$1,555.20
	80520-5950-600	Office Supplies	$138.46	$0.00	$0.00	$0.00	$138.46
	80520-5950-900	Office Supplies	$7,353.27	$697.29	$23.96	$673.33	$8,026.60
	80590-5950-600	Printing	$1,090.00	$0.00	$0.00	$0.00	$1,090.00
	80590-5950-900	Printing	$15.50	$0.00	$0.00	$0.00	$15.50
	80610-5950-220	Range Balls	$9,042.14	$0.00	$0.00	$0.00	$9,042.14
	80620-5950-220	Range Equipment	$1,175.82	$498.00	$0.00	$498.00	$1,673.82
	80630-5950-220	Range Expenses	$1,776.31	$895.39	$0.00	$895.39	$2,671.70
	80690-5950-100	Sand/Topdress	$13,386.91	$1,340.28	$0.00	$1,340.28	$14,727.19
	80710-5950-100	Seeds/Trees	$7,010.00	$0.00	$0.00	$0.00	$7,010.00
	80730-5950-100	Small Tools	$492.93	$0.00	$0.00	$0.00	$492.93
	80770-5950-100	Staff/Volunteer Uniforms	$875.42	$0.00	$0.00	$0.00	$875.42
	80780-5950-200	Supplies	$4,111.92	$169.96	$0.00	$169.96	$4,281.88
	80780-5950-600	Supplies	$3,717.30	$655.70	$0.00	$655.70	$4,373.00
	80810-5950-600	Tournament Expense	$1,566.78	$143.65	$0.00	$143.65	$1,710.43
	81010-5950-900	Alarm System	$1,746.46	$142.00	$0.00	$142.00	$1,888.46
	81090-5950-200	Cart Repairs	$1,928.13	$0.00	$0.00	$0.00	$1,928.13
	81130-5950-900	Computer Service	$6,641.16	$826.81	$0.00	$826.81	$7,467.97
	81140-5950-900	Contract Cleaning	$7,768.40	$1,000.00	$0.00	$1,000.00	$8,768.40
	81200-5950-900	Guest Relations	$8,258.39	$0.00	$0.00	$0.00	$8,258.39
	81220-5950-600	Handicap Expense	$6,538.00	$0.00	$0.00	$0.00	$6,538.00
	81250-5950-100	Irrigation	$5,985.07	$494.00	$0.00	$494.00	$6,479.07
	81340-5950-100	Repair & Maint - Paths	$251.43	$81.92	$0.00	$81.92	$333.35

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-100	Repair & Maint - Equipment	$26,666.02	$2,049.81	$173.60	$1,876.21	$28,542.23
	81350-5950-220	Repair & Maint - Equipment	$3,768.02	$0.00	$0.00	$0.00	$3,768.02
	81350-5950-900	Repair & Maint - Equipment	$2,901.11	$0.00	$0.00	$0.00	$2,901.11
	81360-5950-100	Repair & Maint - Building	$1,253.49	$401.24	$0.00	$401.24	$1,654.73
	81360-5950-900	Repair & Maint - Building	$8,030.57	$5,723.44	$0.00	$5,723.44	$13,754.01
	82000-5950-200	Cart Lease	$94,347.00	$8,577.00	$0.00	$8,577.00	$102,924.00
	82020-5950-100	Equipment Lease	$78,540.00	$7,140.00	$0.00	$7,140.00	$85,680.00
	82060-5950-900	Off-Site Storage	$2,266.00	$206.00	$0.00	$206.00	$2,472.00
	83000-5950-100	Utlities - Electric	$3,285.86	$365.48	$0.00	$365.48	$3,651.34
	83000-5950-200	Utilities - Electric	$7,225.84	$699.68	$0.00	$699.68	$7,925.52
	83020-5950-100	Utlities - Other	$19,495.30	$900.98	$0.00	$900.98	$20,396.28
	83020-5950-900	Utilities - Other	$24,018.94	$2,830.53	$0.00	$2,830.53	$26,849.47
	83030-5950-900	Utilities - Telephone/Fax	$2,221.20	$135.89	$0.00	$135.89	$2,357.09
	83050-5950-100	Utlities - Water	$2,429.23	$188.60	$0.00	$188.60	$2,617.83
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$20,194.92	$1,509.27	$0.00	$1,509.27	$21,704.19
	84110-5950-950	Adv/Promo - Website	$5,000.00	$0.00	$0.00	$0.00	$5,000.00
	85020-5950-900	Bank Charges	$3,347.77	$284.47	$0.00	$284.47	$3,632.24
	85050-5950-900	Cash Short/(Over)	($97.21)	$447.76	$615.57	($167.81)	($265.02)
	85060-5950-900	Cell Phone	$2,540.00	$240.00	$0.00	$240.00	$2,780.00
	85070-5950-900	City Surcharge R & R	$38,217.50	$2,623.07	$0.00	$2,623.07	$40,840.57
	85120-5950-900	Credit Card Discounts	$50,844.33	$3,695.43	$0.00	$3,695.43	$54,539.76
	85140-5950-900	Donations	($746.00)	$1,557.55	$869.94	$687.61	($58.39)
	85150-5950-900	Dues & Subscriptions	$2,639.49	$0.00	$0.00	$0.00	$2,639.49
	85160-5950-100	Education & Training	$835.00	$0.00	$0.00	$0.00	$835.00
	85160-5950-900	Education & Training	$0.00	$1,100.00	$0.00	$1,100.00	$1,100.00
	85190-5950-100	Employee Relations	$679.30	$0.00	$0.00	$0.00	$679.30
	85190-5950-900	Employee Relations	$6,864.40	$1,342.85	$0.00	$1,342.85	$8,207.25
	85200-5950-100	Employee Testing	$147.47	$0.00	$0.00	$0.00	$147.47
	85280-5950-900	Insurance Expense	$87,687.42	$11,361.92	$2,400.00	$8,961.92	$96,649.34
	85320-5950-900	Member Relations	($3,988.38)	$0.00	$0.00	$0.00	($3,988.38)
	85340-5950-900	Miscellaneous	$8.23	$0.00	$0.00	$0.00	$8.23
	85390-5950-900	O/S - Accounting	$15,500.00	$5,000.00	$0.00	$5,000.00	$20,500.00
	85430-5950-100	O/S - Other	$5,850.00	$0.00	$0.00	$0.00	$5,850.00
	85480-5950-900	Payroll Processing Fee	$4,943.20	$478.44	$0.00	$478.44	$5,421.64
	85490-5950-900	Postage/Shipping	$1,869.79	$164.11	$1.00	$163.11	$2,032.90
	85610-5950-900	Tax/Licenses/Fees	($185.01)	$0.00	$30.00	($30.00)	($215.01)
	85710-5950-900	Travel - Meals	$245.97	$0.00	$0.00	$0.00	$245.97
	85720-5950-900	Travel - Other	$10,783.47	$41.77	$0.00	$41.77	$10,825.24
	89020-5950-900	Employee Meals	$25.00	$0.00	$0.00	$0.00	$25.00
	90000-5950-900	Management Fee	$70,273.85	$12,992.00	$6,592.00	$6,400.00	$76,673.85
	98020-5950-900	Deprec - Mach & Equip	$254.32	$23.12	$0.00	$23.12	$277.44
	98040-5950-900	Deprec - Buildings	$796.51	$72.41	$0.00	$72.41	$868.92
	R002A-5950-100	Rounds - Annual	12,249.00	352.00	14.00	338.00	12,587.00
	R003A-5950-100	Rounds - Group	14,996.00	380.00	14.00	366.00	15,362.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,805.00	24.00	0.00	24.00	1,829.00
	R007A-5950-100	Rounds - Green Fee - League	15,038.00	8.00	0.00	8.00	15,046.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	7,579.00	271.00	6.00	265.00	7,844.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	744.00	20.00	0.00	20.00	764.00
	R012A-5950-100	Rounds - Green Fee - Outing	8,979.00	248.00	0.00	248.00	9,227.00
	R014A-5950-100	Rounds - Resident	54,291.00	1,396.00	70.00	1,326.00	55,617.00
	R015A-5950-100	Rounds - Green Fee - Senior	22,095.00	522.00	11.00	511.00	22,606.00
	R016A-5950-100	Rounds - Green Fee - Staff	4,600.00	146.00	8.00	138.00	4,738.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,219.00	86.00	4.00	82.00	3,301.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	412.00	17.00	0.00	17.00	429.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00

TRIAL BALANCE SUMMARY FOR 2022

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**174**	**$0.00**	**$1,020,524.46**	**$1,020,524.46**	**$0.00**	**$0.00**

The Golf Club at Cypress Head
Comparative Income Statement
For the Twelve Months Ending September 30, 2023

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	82,528	1,557,815	1,557,815	100%	103,049	1,778,351	1,259,492	141%
Merchandise	6,106	125,691	125,691	100%	21,756	286,316	90,550	316%
Other Pro Shop	1,067	23,918	23,918	100%	1,340	32,350	19,063	170%
Range	2,263	51,597	51,597	100%	4,510	68,808	44,300	155%
Other Operating Revenues	2,165	40,086	40,086	100%	2,623	40,841	36,122	113%
TOTAL REVENUE	94,128	1,799,106	1,799,106	100%	133,278	2,206,665	1,449,526	152%
COST OF SALES								
Merchandise	3,674	78,941	78,941	100%	13,237	202,413	55,236	366%
TOTAL COGS	3,674	78,941	78,941	100%	13,237	202,413	55,236	366%
COGS - Merchandise %	60.2%	62.8%	62.8%	100.0%	60.8%	70.7%	61.0%	115.9%
PAYROLL								
Course and Grounds	35,185	430,587	430,587	100%	38,904	460,036	416,997	110%
Carts, Range, Starters, Etc.	7,117	108,062	108,062	100%	14,103	160,468	98,064	164%
Pro Shop	6,814	87,407	87,407	100%	12,611	131,209	85,253	154%
General and Administrative	15,211	158,668	158,668	100%	17,539	198,590	160,946	123%
Marketing	5,955	58,791	58,791	100%	2,874	34,364	48,841	70%
TOTAL PAYROLL	70,282	843,515	843,515	100%	86,031	984,667	810,100	122%
OPERATING EXPENSES								
Course and Grounds	40,993	306,972	306,972	100%	21,155	326,153	264,162	123%
Carts, Range, Starters, Etc.	4,792	64,844	64,844	100%	10,873	134,949	88,006	153%
Pro Shop	190	11,073	11,073	100%	799	13,850	7,085	195%
General and Administrative	24,140	268,720	268,720	100%	36,140	335,982	227,125	148%
Marketing	1,344	23,886	23,886	100%	1,509	26,704	23,190	115%
TOTAL OPERATING EXPENSES	71,459	675,495	675,495	100%	70,476	837,637	609,568	137%
TOTAL EXPENSES	145,415	1,597,951	1,597,951	100%	169,744	2,024,717	1,474,903	137%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,434)	(75,816)	(75,816)	100%	(6,400)	(76,674)	(76,432)	100%
Depreciation & Amortization	(96)	(1,146)	(1,146)	100%	(96)	(1,146)	(1,146)	100%
TOTAL OTHER INCOME (EXPENSE)	(6,529)	(76,962)	(76,962)	100%	(6,496)	(77,820)	(77,578)	100%
NET INCOME	(57,816)	124,193	124,193	100%	(42,961)	104,129	(102,955)	-101%
Paid Rounds	2,153	42,729	42,729		2,765	45,097	37,780	
Annual Pass Rounds	311	4,406	4,406		338	4,163	4,748	
Other Rounds	175	3,036	3,036		240	3,024	2,636	
Total Rounds	2,639	50,171	50,171		3,343	52,284	45,164	
Revenue/Paid Rounds	44	42	42		48	49	46	
Revenue/Total Rounds	36	36	36		40	42	39	

KemperSports™

January 18, 2024

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for September 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

Green Fees	$ 62,922	$ 51,805	$ 11,117		$ 1,166,034	$ 990,571	$ 978,526	$ 175,463	
Cart Fees	$ 40,127	$ 39,540	$ 587		$ 612,318	$ 534,440	$ 579,289	$ 77,878	
Range	$ 4,510	$ 3,500	$ 1,010		$ 68,808	$ 52,400	$ 51,597	$ 16,408	
Pro- Shop Revenues	$ 23,096	$ 8,720	$ 14,376		$ 318,666	$ 130,620	$ 149,609	$ 188,046	
City Surcharge R/R	$ 2,623	$ 2,200	$ 423		$ 40,841	$ 38,100	$ 40,086	$ 2,741	
Total Revenue	**$ 133,278**	**$ 105,765**	**$ 27,513**		**$ 2,206,667**	**$ 1,746,131**	**$ 1,799,107**	**$ 460,536**	
Cost of Sales	$ 13,237	$ 4,736	$ 8,501		$ 202,413	$ 70,464	$ 78,941	$ 131,949	
Merchandise	$ 13,237	$ 4,736	$ 8,501	61%	$ 202,413	$ 70,464	$ 78,941	$ 131,949	71%
Gross Margin	**$ 120,041**	**$ 101,029**	**$ 19,012**		**$ 2,004,254**	**$ 1,675,667**	**$ 1,720,166**	**$ 328,587**	
Total Payroll	$ 86,031	$ 73,180	$ 12,851		$ 984,667	$ 884,602	$ 843,515	$ 100,065	
Total Operating Expenses	$ 70,476	$ 63,357	$ 7,119		$ 837,637	$ 706,819	$ 675,495	$ 130,818	
EBITDA	**$ (36,466)**	**$ (35,508)**	$ (958)		**$ 181,950**	**$ 84,246**	**$ 201,156**	$ 97,704	
Other Expenses	**$ 6,400**	**$ 6,434**	**$ (34)**		**$ 70,274**	**$ 70,774**	**$ 69,382**	**$ (500)**	
Management Fee	$ 6,400	$ 6,434	$ (34)		$ 76,674	$ 77,208	$ 75,816	$ (534)	
Interest Expense	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
Depreciation	$ 96	$ 96	$ -		$ 1,146	$ 1,146	$ 1,146	$ -	
Net Cash From Ops	**$ (42,866)**	**$ (41,942)**	**$ (924)**		**$ 111,676**	**$ 13,472**	**$ 131,774**	**$ 98,204**	
Rounds									
Total Rounds	**3,343**	**3,264**	**79**		**52,284**	**45,164**	**50,171**	**7,120**	
Paid Rounds	**2,765**	**2,615**	**150**		**45,097**	**37,780**	**42,729**	**7,317**	
Avg. GF/CF Total rounds	**$30.83**	**$27.99**	**$ 2.84**		**$34.01**	**$33.77**	**$31.05**	**$ 0.25**	
Avg. GF/CF Paid rounds	**$37.27**	**$34.93**	**$ 2.34**		**$39.43**	**$40.37**	**$36.46**	**$ (0.93)**	
Avg. Merchandise/round	**$6.91**	**$2.67**	**$ 4.24**		**$6.09**	**$2.89**	**$2.98**	**$ 3.20**	

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Overview:

- Total revenues for September finished well ahead of projected budget for the month. With 8.48" of rain recorded in September, the golf course realized 3 unplayable days, and 5 others significantly affected by intermittent weather and cart paths only. The average high temperatures were 87.1 degrees. Total Revenues came in at $133.3K and exceeded budget by 26%. We played 3,343 total rounds to a budget of 3,264 (over by 179).

- Total Payroll for the month was $86K, over by $12.9K. Total Operating Expenses were $70.5K, over by $7K.

- Rounds exceeded budget by 2%, range revenue ($4.5K) exceeded budget by $1K, with several days of closure due to wet conditions.

- Slightly missed monthly EBITDA and Net Income projections by $1K, even with all the weather interruptions, we exceeded EBITDA and Net Income by $97.7K

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

Tee Sheet Activity:

- There were 3,343 total rounds for the month which included 2,765 paid rounds, 338 Annual Pass rounds and 240 other rounds. These numbers reflect an 18% increase over budget and 4% more than prior year.

- We have instituted Dynamic pricing throughout the Non-resident rate segment. While there is very little data at this stage, we anticipate a positive move in ADR and will report on this in the future.

- Starters and Players Assistants have been getting rave reviews for their assistance at the first tee and on the golf course. They have been delivering ice water and ice-cold scented towelettes to our guests during the extremely hot days.

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SEPTEMBER 2023 and YTD Rounds Mix

Type	Actual	Budget	Month -PY	YTD	YTD-Budg	YTD - PY
PAID	2,765	2,615	2,153	45,097	37,780	42,729
ANNUAL	338	419	311	4,163	4,748	4,406
OTHER	240	230	175	3,024	2,636	3,036
TOTAL ROUNDS	3,343	3,264	2,639	52,284	45,164	50,171

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 8.48" of rain in September, significantly affecting 3 days with 5 more affected by cart path only and costing us about 550+ rounds.
- Our turf coverage is the area's best and our weed control program has the course looking the best it has looked in years.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by $14.4K in September.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. We currently have all carts operational.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded $865 in lessons in September. With very hot temperatures, lessons continued to be somewhat slower.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area. The MGA averaged 50 players in September, the WGA 18-holers, about 16, and the WGA 9-holers averaged 10 players.

- We hosted 3 large tournaments, some small outings and leagues in September with 450 players, generating $19.7K in revenue (over budget by $9.7K) and rave reviews from the participants. YTD, our tournament pace is over budget by 38%, or $65.6K.

- **On September 4th, Jeff Dayton, Dylan Quintrell, and Kevin Aylwin played 100 holes to raise money for the Folds of Honor in their HERO100 marathon program. In total, the 3 professionals were able to generate over $6,500 in total donations.**

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.

- Leslie House started as the new Sales & Marketing Director. She is quickly growing into her role and is a welcome addition to the team.

- We continue to maintain our database of emails with approximately 13,856 unique e-mail addresses (+1,857 from prior month). Our Facebook followers are at 1,543(up 15) and Instagram is up to 461 (up 5) followers.

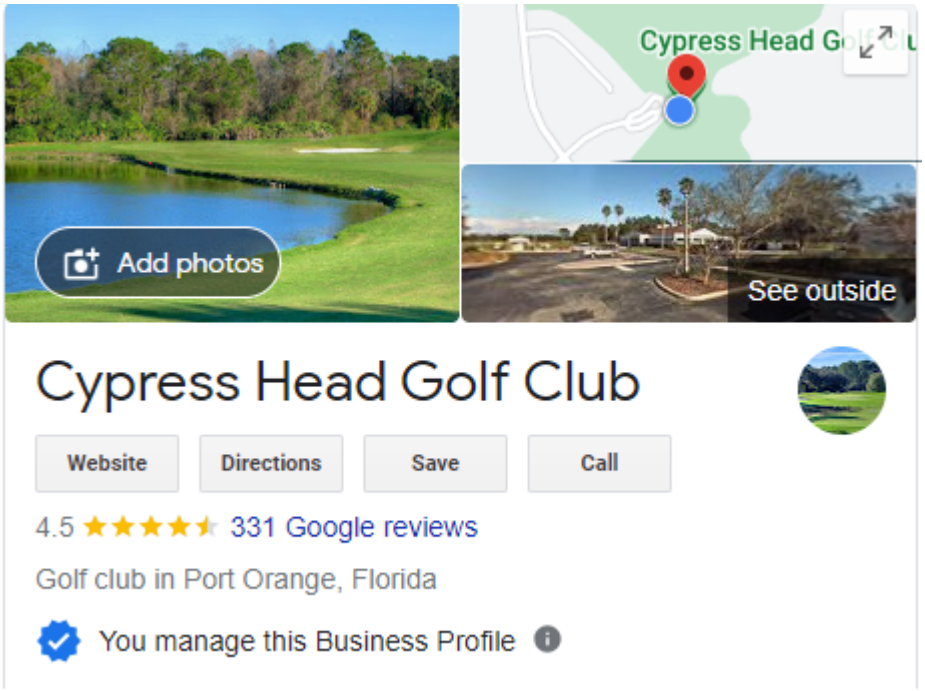
- Nightly surveys continued to be strong in September, highlighted by 103 surveys being submitted and an NPS of 90.3 (Please see table below).

- Outside tournament bookings are very strong as we are booking for Fall 2024 currently.

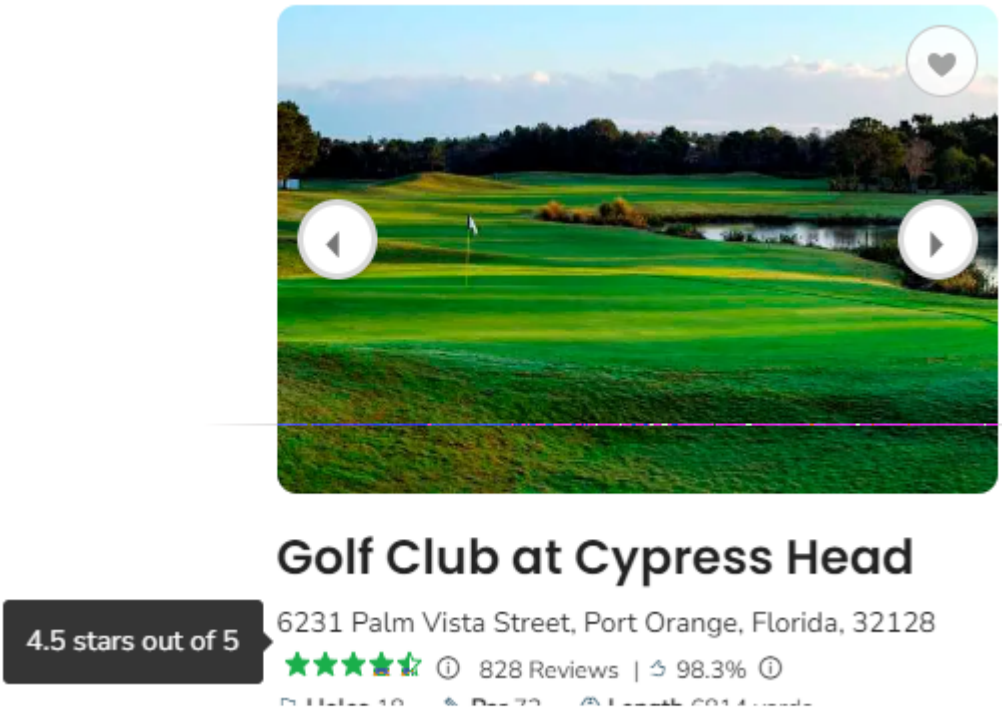
	Last Month					
	Week of 08/27	Week of 09/03	Week of 09/10	Week of 09/17	Week of 09/24	Total
# of responses	9	32	22	26	14	103
Net Promoter Score						
Property NPS	88.9	93.8	81.8	92.3	92.9	90.3
Key Metrics						
Likelihood to Return	9.8	9.8	9.6	9.7	9.9	9.7
Overall Experience Satisfaction	9.6	9.7	9.3	9.6	9.3	9.5
Service Satisfaction	9.6	9.8	9.9	9.7	9.9	9.8

KemperSports™

Current Google Ratings



Current GolfNow Ratings



Year to Date Summary

In a year that began with one of the worst hurricanes to ever hit Port Orange and ended in a 3-day monsoon to close out September, FY23 was one to remember. This fiscal year was one of survival, resilience, recovery, and re-establishing the communities and the commerce in this area. Below are several highlights from year end.

- Total revenues ($2.2M) exceed budget by 26% ($460K) and PY by $407K.
- Merchandise revenue exceeded budget by 144% and prior year by 113%.
- Exceeded EBITDA/Net Income budget by $97.7K.
- Elevated service levels and course conditions to be Best in Volusia 2023.

We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 90.3 and all vital categories well above 9.5, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.
- We participate in weekly GM calls and monthly webinars designed to share best practices used at Kemper properties throughout the country.

- Matt Lindley stays in constant contact with Jeff Dayton with regards to long term planning for the property

Insights:

- The Golf Advisory Board seems very pleased in the direction of the property and is working well with Jeff Dayton and Darren Bache.
- Our 2 main focal points are bunkers and cart paths.

Respectfully Submitted,

Jeff Dayton, PGA
General Manager
Cypress Head Golf Club

Matt Lindley
Vice President Operations
KemperSports Management

The Golf Club at Cypress Head

For the Month Ending October 31, 2023

	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23
REVENUES													
Green Fees & Cart Fees	76,416.40	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69
Merchandise	5,732.44	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41
Other Pro Shop	850.00	2,277.06	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00	2,044.39
Range	2,957.24	3,822.98	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45
Other Operating Revenues	1,863.48	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69
TOTAL REVENUE	87,819.56	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34	172,162.63
COST OF SALES													
Merchandise	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87
TOTAL COGS	3,551.22	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87
COGS - Merchandise %	61.9%	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%
PAYROLL													
Course and Grounds	39,929.59	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93
Carts, Range, Starters, Etc.	8,050.49	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59
Pro Shop	6,958.36	9,876.88	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75	12,983.02
General and Administrative	15,107.25	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	17,538.54	18,185.01
Marketing	3,811.96	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53
TOTAL PAYROLL	73,857.65	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37	86,030.51	94,666.08
OPERATING EXPENSES													
Course and Grounds	32,051.47	16,665.60	22,238.01	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	21,155.05	34,398.09
Carts, Range, Starters, Etc.	9,137.25	12,405.83	11,790.97	13,003.55	14,509.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00	9,222.11
Pro Shop	179.65	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57	75.61	799.35	4,602.73
General and Administrative	27,760.94	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	36,139.52	28,092.93
Marketing	813.11	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87
TOTAL OPERATING EXPENSE	69,942.42	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40	70,476.19	76,991.73
TOTAL EXPENSES	147,351.29	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95	169,744.00	189,302.68
EBITDA	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(36,465.66)	(17,140.05)

The Golf Club at Cypress Head

For the Month Ending October 31, 2023

	10/31/22	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23
EBITDA	(59,531.73)	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(36,465.66)	(17,140.05)
MANAGEMENT FEES	(6,273.85)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,592.00)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income/(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain/(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	(65,901.11)	1,344.08	8,152.23	60,895.16	57,365.62	76,897.32	57,185.66	4,098.22	(2,330.52)	(4,183.52)	(46,433.31)	(42,961.19)	(23,827.58)
Paid Rounds	2,086.00	3,326.00	3,631.00	4,514.00	4,848.00	5,285.00	4,537.00	3,928.00	3,889.00	3,619.00	2,669.00	2,765.00	3,148.00
Annual Pass Rounds	206.00	312.00	353.00	411.00	413.00	414.00	406.00	351.00	325.00	298.00	336.00	338.00	369.00
Other Rounds	169.00	238.00	236.00	301.00	268.00	295.00	247.00	254.00	282.00	236.00	258.00	240.00	219.00
Total Rounds	2,461.00	3,876.00	4,220.00	5,226.00	5,529.00	5,994.00	5,190.00	4,533.00	4,496.00	4,153.00	3,263.00	3,343.00	3,736.00
Revenue/Paid Rounds	42.10	45.36	50.30	49.58	52.25	50.21	51.87	50.59	44.99	45.55	50.86	48.20	54.69
Revenue/Total Rounds	35.68	38.92	43.28	42.82	45.81	44.27	45.34	43.84	38.92	39.70	41.60	39.87	46.08
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head

For the Month Ending October 31, 2023

	10/31/23	09/30/23	10/31/22
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	337,012	297,893	241,714
Cash - Payroll	48,921	50,184	37,299
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	387,283	349,427	280,363
Accounts Receivable			
A/R Member	9,066	47,275	1,441
Total Accounts Recievable	9,066	47,275	1,441
Other Current Assets			
Inventory - Merchandise	114,123	99,360	27,378
Prepaid Insurance	35,838	45,051	31,234
Prepaid Exp - Other	10,919	11,388	12,441
Total Other Current Assets	160,880	155,800	71,053
TOTAL CURRENT ASSETS	557,229	552,502	352,857
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(32,357)	(32,261)	(31,210)
TOTAL PROPERTY, PLANT AND EQUIPMENT	3,791	3,887	4,938
TOTAL ASSETS	561,020	556,389	357,795

The Golf Club at Cypress Head

For the Month Ending October 31, 2023

	10/31/23	09/30/23	10/31/22
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	82,496	51,356	49,480
Accts Pay - Other	123,832	123,980	123,790
Accrued Expenses	86	490	500
Accrued Payroll	42,643	32,567	34,460
Accrued Taxes	9,935	7,122	2,904
Deferred Revenue	221,529	236,547	212,363
TOTAL CURRENT LIBILITIES	480,520	452,061	423,497
TOTAL LIABILITIES	480,520	452,061	423,497
STOCKHOLDER'S EQUITY			
Retained Earnings	80,500	104,328	(65,702)
Net Retained Earnings	80,500	104,328	(65,702)
Stockholders Equity	80,500	104,328	(65,702)
TOTAL STOCKHOLDER'S EQUITY	80,500	104,328	(65,702)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	561,020	556,389	357,795

The Golf Club at Cypress Head

For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
132,794	90,989	146%	76,416	174%	Green Fees & Cart Fees	132,794	90,989	146%	76,416	174%	1,894,268	1,834,729
30,272	7,500	404%	5,732	528%	Merchandise	30,272	7,500	404%	5,732	528%	225,501	310,856
2,044	2,500	82%	850	241%	Other Pro Shop	2,044	2,500	82%	850	241%	45,630	33,544
4,124	4,523	91%	2,957	139%	Range	4,124	4,523	91%	2,957	139%	83,261	69,975
2,928	1,963	149%	1,863	157%	Other Operating Revenues	2,928	1,963	149%	1,863	157%	44,187	41,905
172,163	107,475	160%	87,820	196%	TOTAL REVENUE	172,163	107,475	160%	87,820	196%	2,292,847	2,291,009
					COST OF SALES							
17,645	5,250	336%	3,551	497%	Merchandise	17,645	5,250	336%	3,551	497%	157,851	216,507
17,645	5,250	336%	3,551	497%	TOTAL COGS	17,645	5,250	336%	3,551	497%	157,851	216,507
58.3%	70.0%	83.3%	61.9%	94.1%	COGS - Merchandise %	58.3%	70.0%	83.3%	61.9%	94.1%	70.0%	832.4%
					PAYROLL							
40,912	44,490	92%	39,930	102%	Course and Grounds	40,912	44,490	92%	39,930	102%	547,942	461,018
15,699	17,694	89%	8,050	195%	Carts, Range, Starters, Etc.	15,699	17,694	89%	8,050	195%	211,522	168,116
12,983	13,403	97%	6,958	187%	Pro Shop	12,983	13,403	97%	6,958	187%	159,420	137,233
18,185	18,459	99%	15,107	120%	General and Administrative	18,185	18,459	99%	15,107	120%	222,142	201,667
6,888	6,657	103%	3,812	181%	Marketing	6,888	6,657	103%	3,812	181%	80,098	37,439
94,666	100,703	94%	73,858	128%	TOTAL PAYROLL	94,666	100,703	94%	73,858	128%	1,221,123	1,005,475
					OPERATING EXPENSES							
34,398	37,252	92%	32,051	107%	Course and Grounds	34,398	37,252	92%	32,051	107%	330,078	328,499
9,222	9,477	97%	9,137	101%	Carts, Range, Starters, Etc.	9,222	9,477	97%	9,137	101%	133,584	135,034
4,603	460	1001%	180	2562%	Pro Shop	4,603	460	1001%	180	2562%	14,245	18,273
28,093	23,533	119%	27,761	101%	General and Administrative	28,093	23,533	119%	27,761	101%	321,392	336,314
676	1,300	52%	813	83%	Marketing	676	1,300	52%	813	83%	28,800	26,567
76,992	72,022	107%	69,942	110%	TOTAL OPERATING EXPENSES	76,992	72,022	107%	69,942	110%	828,099	844,687
189,303	177,975	106%	147,351	128%	TOTAL EXPENSES	189,303	177,975	106%	147,351	128%	2,207,072	2,066,668
(17,140)	(70,500)	24%	(59,532)	29%	EBITDA	(17,140)	(70,500)	24%	(59,532)	29%	85,774	224,341

The Golf Club at Cypress Head

For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(17,140)	(70,500)	24%	(59,532)	29%	EBITDA	(17,140)	(70,500)	24%	(59,532)	29%	85,774	224,341
(6,592)	(6,592)	100%	(6,274)	105%	MANAGEMENT FEES	(6,592)	(6,592)	100%	(6,274)	105%	(79,104)	(76,992)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(96)	(96)	100%	(96)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(96)	(96)	100%	(96)	100%	(1,146)	(1,146)
(23,828)	(77,188)	31%	(65,901)	36%	NET INCOME	(23,828)	(77,188)	31%	(65,901)	36%	5,524	146,202
3,148	2,214	142%	2,086	151%	Paid Rounds	3,148	2,214	142%	2,086	151%	43,894	46,159
369	206	179%	206	179%	Annual Pass Rounds	369	206	179%	206	179%	4,795	4,326
219	169	130%	169	130%	Other Rounds	219	169	130%	169	130%	2,783	3,074
3,736	2,589	144%	2,461	152%	Total Rounds	3,736	2,589	144%	2,461	152%	51,472	53,559
55	49	113%	42	130%	Revenue/Paid Rounds	55	49	113%	42	130%	52	594
46	42	111%	36	129%	Revenue/Total Rounds	46	42	111%	36	129%	45	510

The Golf Club at Cypress Head
Course Cash Flow Report
October 31, 2023

	October	*YTD*
EBITDA	**($17,140.05)**	**($17,140.05)**
Management Fee Expense	**(6,592.00)**	**(6,592.00)**
Depreciation & Amortization	**(95.53)**	**(95.53)**
Net Income	**(23,827.58)**	**(23,827.58)**
Working Capital Changes		
Inventory	**(14,763.39)**	**(14,763.39)**
Receivables	**38,208.63**	**38,208.63**
Payables	**31,140.44**	**31,140.44**
Due to from the City	**(148.12)**	**(148.12)**
Prepaids	**9,682.72**	**9,682.72**
Accrued Liabilities	**12,485.37**	**12,485.37**
Other Liabilities	**(15,018.34)**	**(15,018.34)**
Depreciation & Amortization	**95.53**	**95.53**
Operating Cash Flow	**37,855.26**	**37,855.26**
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	**37,855.26**	**37,855.26**
Beginning Cash	**349,427.25**	**349,427.25**
Net Cash Flows	**37,855.26**	**37,855.26**
Ending Cash	**387,282.51**	**387,282.51**

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
80,073	54,492	147%	47,836	167%	Green Fees	80,073	54,492	147%	47,836	167%	1,227,781	1,198,271
52,721	36,497	144%	28,581	184%	Cart Fee	52,721	36,497	144%	28,581	184%	666,486	636,458
0	0	0%	0	0%	Handicap Fee	0	0	0%	0	0%	6,430	5,551
775	2,000	39%	790	98%	Lessons	775	2,000	39%	790	98%	31,400	17,973
1,269	500	254%	60	2116%	Rental Clubs	1,269	500	254%	60	2116%	7,800	10,020
30,272	7,500	404%	5,732	528%	Retail	30,272	7,500	404%	5,732	528%	225,501	310,856
4,124	4,523	91%	2,957	139%	Range	4,124	4,523	91%	2,957	139%	83,261	69,975
2,928	1,963	149%	1,863	157%	City Surcharge R & R	2,928	1,963	149%	1,863	157%	44,187	41,905
172,163	107,475	160%	87,820	196%	Total Revenues	172,163	107,475	160%	87,820	196%	2,292,847	2,291,009
					COST OF GOODS SOLD							
17,645	5,250	336%	3,551	497%	COGS - Merchandise	17,645	5,250	336%	3,551	497%	157,851	216,507
17,645	5,250	336%	3,551	497%	Total COGS	17,645	5,250	336%	3,551	497%	157,851	216,507
154,518	102,225	151%	84,268	183%	GROSS MARGIN	154,518	102,225	151%	84,268	183%	2,134,996	2,074,502
58.29%	70.00%	83.27%	61.95%	94.09%	COGS - Merchandise %	58.29%	70.00%	83.27%	61.95%	94.09%	70.00%	832.44%
					PAYROLL							
36,711	34,713	106%	24,847	148%	Gross Payroll - Salaried	36,711	34,713	106%	24,847	148%	416,550	363,379
44,095	50,862	87%	37,634	117%	Gross Payroll - Hourly	44,095	50,862	87%	37,634	117%	618,341	490,784
80,806	85,575	94%	62,481	129%	S/T Wages	80,806	85,575	94%	62,481	129%	1,034,892	854,164
6,002	6,546	92%	4,579	131%	Payroll Tax - FICA	6,002	6,546	92%	4,579	131%	79,169	63,329
142	65	219%	27	530%	Payroll Tax - UC	142	65	219%	27	530%	2,816	2,557
1,354	1,686	80%	998	136%	Payroll Tax - WC	1,354	1,686	80%	998	136%	20,986	16,252
6,361	6,831	93%	5,773	110%	Benefits	6,361	6,831	93%	5,773	110%	83,261	69,173
13,860	15,128	92%	11,377	122%	S/T Adders	13,860	15,128	92%	11,377	122%	186,231	151,311
94,666	100,703	94%	73,858	128%	TOTAL PAYROLL	94,666	100,703	94%	73,858	128%	1,221,123	1,005,475
					OPERATING EXPENSES							
0	100	0%	82	0%	Cart Supplies	0	100	0%	82	0%	950	651
367	800	46%	751	49%	Chemicals	367	800	46%	751	49%	9,600	8,299
1,984	2,000	99%	855	232%	Course Accessories	1,984	2,000	99%	855	232%	7,400	9,946
10,607	11,600	91%	10,468	101%	Fertilizer	10,607	11,600	91%	10,468	101%	61,100	57,525
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	1,500	2,446
2,669	1,700	157%	2,888	92%	Fuel	2,669	1,700	157%	2,888	92%	20,300	19,406
979	350	280%	0	0%	Fungicides	979	350	280%	0	0%	4,650	3,620
439	0	0%	0	0%	Herbicides	439	0	0%	0	0%	32,600	39,767
0	0	0%	0	0%	Insecticides	0	0	0%	0	0%	11,800	7,254
511	400	128%	160	319%	Janitorial Supplies	511	400	128%	160	319%	7,450	7,097
42	450	9%	411	10%	Laundry/Uniforms	42	450	9%	411	10%	2,405	1,186
165	950	17%	832	20%	Office Supplies	165	950	17%	832	20%	6,750	7,498
1,598	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,703
0	0	0%	0	0%	Range Balls	0	0	0%	0	0%	9,000	9,042
0	0	0%	0	0%	Range Equipment	0	0	0%	0	0%	1,710	1,674
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	2,300	2,672
994	1,200	83%	1,049	95%	Sand/Topdress	994	1,200	83%	1,049	95%	12,900	14,673
3,520	5,500	64%	5,560	63%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	400	0%	264	0%	Small Tools	0	400	0%	264	0%	2,400	229
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	500	875
2,749	200	1374%	180	1530%	Supplies	2,749	200	1374%	180	1530%	7,550	11,224
256	60	427%	0	0%	Tournament Expense	256	60	427%	0	0%	1,500	1,966
142	150	95%	121	118%	Alarm System	142	150	95%	121	118%	2,150	1,910
0	300	0%	0	0%	Cart Repairs	0	300	0%	0	0%	1,950	1,928
1,248	800	156%	160	781%	Computer Service	1,248	800	156%	160	781%	9,600	8,556
1,000	700	143%	650	154%	Contract Cleaning	1,000	700	143%	650	154%	8,400	9,118
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	8,700	8,258
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	6,845	6,538
175	900	19%	525	33%	Irrigation	175	900	19%	525	33%	10,800	6,129
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	600	0
193	1,500	13%	0	0%	Repair & Maint - Paths	193	1,500	13%	0	0%	3,000	526
1,864	1,900	98%	808	231%	Repair & Maint - Equipment	1,864	1,900	98%	808	231%	28,070	36,267
484	200	242%	110	440%	Repair & Maint - Building	484	200	242%	110	440%	5,920	15,782
8,577	8,577	100%	8,577	100%	Cart Lease	8,577	8,577	100%	8,577	100%	102,924	102,924
7,166	7,166	100%	7,140	100%	Equipment Lease	7,166	7,166	100%	7,140	100%	85,992	85,706
206	250	82%	206	100%	Off-Site Storage	206	250	82%	206	100%	3,000	2,472
966	770	126%	761	127%	Utilities - Electric	966	770	126%	761	127%	11,440	11,782
4,997	3,750	133%	3,243	154%	Utilities - Other	4,997	3,750	133%	3,243	154%	46,200	48,999
198	200	99%	455	44%	Utilities - Telephone/Fax	198	200	99%	455	44%	2,400	2,100
196	216	91%	204	96%	Utilities - Water	196	216	91%	204	96%	2,592	2,610
676	1,300	52%	813	83%	Advertising & Promotion	676	1,300	52%	813	83%	28,800	26,567
261	350	75%	338	77%	Bank Charges	261	350	75%	338	77%	4,400	3,555
(11)	0	0%	(37)	29%	Cash Short/(Over)	(11)	0	0%	(37)	29%	0	(239)
240	250	96%	240	100%	Cell Phone	240	250	96%	240	100%	3,220	2,780

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,928	1,963	149%	1,863	157%	City Surcharge R & R	2,928	1,963	149%	1,863	157%	44,187	41,905
6,143	4,000	154%	3,971	155%	Credit Card Discounts	6,143	4,000	154%	3,971	155%	42,800	56,712
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	(58)
200	950	21%	930	22%	Dues & Subscriptions	200	950	21%	930	22%	3,300	1,909
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	740	1,935
1,922	250	769%	121	1584%	Employee Relations	1,922	250	769%	121	1584%	6,400	10,687
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	64	147
9,213	8,500	108%	7,675	120%	Insurance Expense	9,213	8,500	108%	7,675	120%	102,000	98,188
407	50	814%	0	0%	Member Relations	407	50	814%	0	0%	600	(3,581)
0	0	0%	0	0%	Miscellaneous	0	0	0%	0	0%	0	8
0	0	0%	0	0%	O/S - Accounting	0	0	0%	0	0%	19,500	20,500
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
476	400	119%	378	126%	Payroll Processing Fee	476	400	119%	378	126%	5,170	5,520
134	200	67%	219	61%	Postage/Shipping	134	200	67%	219	61%	2,180	1,948
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(30)	0	0%	(30)	100%	200	(215)
0	0	0%	0	0%	Travel - Meals	0	0	0%	0	0%	850	246
142	700	20%	7,000	2%	Travel - Other	142	700	20%	7,000	2%	4,000	3,967
0	20	0%	0	0%	Employee Meals	0	20	0%	0	0%	240	25
76,992	72,022	107%	69,942	110%	TOTAL OPERATING EXPENSES	76,992	72,022	107%	69,942	110%	828,099	844,687
(17,140)	(70,500)	24%	(59,532)	29%	EBITDA	(17,140)	(70,500)	24%	(59,532)	29%	85,774	224,341
6,592	6,592	100%	6,274	105%	Management Fee	6,592	6,592	100%	6,274	105%	79,104	76,992
6,592	6,592	100%	6,274	105%	Management Fees	6,592	6,592	100%	6,274	105%	79,104	76,992
23	23	100%	23	100%	Deprec - Mach & Equip	23	23	100%	23	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	72	72	100%	72	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	96	96	100%	96	100%	1,146	1,146
(23,828)	(77,188)	31%	(65,901)	36%	NET INCOME	(23,828)	(77,188)	31%	(65,901)	36%	5,524	146,202

The Golf Club at Cypress Head
Course & Grounds
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
80,073	54,492	147%	47,836	167%	Green Fees	80,073	54,492	147%	47,836	167%	1,227,781	1,198,271
2,928	1,963	149%	1,863	157%	City Surcharge R & R	2,928	1,963	149%	1,863	157%	44,187	41,905
83,001	56,455	147%	49,699	167%	Total Revenues	83,001	56,455	147%	49,699	167%	1,271,968	1,240,176
83,001	56,455	147%	49,699	167%	GROSS MARGIN	83,001	56,455	147%	49,699	167%	1,271,968	1,240,176
					PAYROLL							
11,716	11,378	103%	10,213	115%	Gross Payroll - Salaried	11,716	11,378	103%	10,213	115%	136,539	133,474
23,257	26,447	88%	24,432	95%	Gross Payroll - Hourly	23,257	26,447	88%	24,432	95%	328,670	262,201
34,973	37,826	92%	34,645	101%	S/T Wages	34,973	37,826	92%	34,645	101%	465,209	395,675
2,592	2,894	90%	2,562	101%	Payroll Tax - FICA	2,592	2,894	90%	2,562	101%	35,588	29,301
23	0	0%	5	422%	Payroll Tax - UC	23	0	0%	5	422%	819	738
594	745	80%	564	105%	Payroll Tax - WC	594	745	80%	564	105%	9,434	7,605
2,729	3,025	90%	2,153	127%	Benefits	2,729	3,025	90%	2,153	127%	36,892	27,699
5,939	6,664	89%	5,285	112%	S/T Adders	5,939	6,664	89%	5,285	112%	82,733	65,344
40,912	44,490	92%	39,930	102%	TOTAL PAYROLL	40,912	44,490	92%	39,930	102%	547,942	461,018
					OPERATING EXPENSES							
367	800	46%	751	49%	Chemicals	367	800	46%	751	49%	9,600	8,299
1,984	2,000	99%	855	232%	Course Accessories	1,984	2,000	99%	855	232%	7,400	9,946
10,607	11,600	91%	10,468	101%	Fertilizer	10,607	11,600	91%	10,468	101%	61,100	57,525
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	1,500	2,446
2,669	1,700	157%	2,888	92%	Fuel	2,669	1,700	157%	2,888	92%	20,300	19,406
979	350	280%	0	0%	Fungicides	979	350	280%	0	0%	4,650	3,620
439	0	0%	0	0%	Herbicides	439	0	0%	0	0%	32,600	39,767
0	0	0%	0	0%	Insecticides	0	0	0%	0	0%	11,800	7,254
994	1,200	83%	1,049	95%	Sand/Topdress	994	1,200	83%	1,049	95%	12,900	14,673
3,520	5,500	64%	5,560	63%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	400	0%	264	0%	Small Tools	0	400	0%	264	0%	2,400	229
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	500	875
175	900	19%	525	33%	Irrigation	175	900	19%	525	33%	10,800	6,129
193	1,500	13%	0	0%	Repair & Maint - Paths	193	1,500	13%	0	0%	3,000	526
1,864	1,800	104%	808	231%	Repair & Maint - Equipment	1,864	1,800	104%	808	231%	21,600	29,598
264	0	0%	0	0%	Repair & Maint - Building	264	0	0%	0	0%	1,000	1,918
7,166	7,166	100%	7,140	100%	Equipment Lease	7,166	7,166	100%	7,140	100%	85,992	85,706
321	270	119%	283	113%	Utilities - Electric	321	270	119%	283	113%	3,240	3,690
2,660	1,750	152%	1,256	212%	Utilities - Other	2,660	1,750	152%	1,256	212%	21,000	21,800
196	216	91%	204	96%	Utilities - Water	196	216	91%	204	96%	2,592	2,610
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	740	835
0	100	0%	0	0%	Employee Relations	0	100	0%	0	0%	600	679
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	64	147
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
34,398	37,252	92%	32,051	107%	TOTAL OPERATING EXPENSES	34,398	37,252	92%	32,051	107%	330,078	328,499
7,691	(25,287)	-30%	(22,282)	-35%	EBITDA	7,691	(25,287)	-30%	(22,282)	-35%	393,949	450,658
7,691	(25,287)	-30%	(22,282)	-35%	NET INCOME	7,691	(25,287)	-30%	(22,282)	-35%	393,949	450,658

The Golf Club at Cypress Head
Carts
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
52,721	36,497	144%	28,581	184%	Cart Fee	52,721	36,497	144%	28,581	184%	666,486	636,458
52,721	36,497	144%	28,581	184%	Total Revenues	52,721	36,497	144%	28,581	184%	666,486	636,458
52,721	36,497	144%	28,581	184%	GROSS MARGIN	52,721	36,497	144%	28,581	184%	666,486	636,458
					PAYROLL							
14,276	16,089	89%	7,376	194%	Gross Payroll - Hourly	14,276	16,089	89%	7,376	194%	191,643	152,102
14,276	16,089	89%	7,376	194%	S/T Wages	14,276	16,089	89%	7,376	194%	191,643	152,102
1,124	1,231	91%	564	199%	Payroll Tax - FICA	1,124	1,231	91%	564	199%	14,661	12,020
66	48	138%	19	356%	Payroll Tax - UC	66	48	138%	19	356%	1,221	1,196
227	317	72%	92	247%	Payroll Tax - WC	227	317	72%	92	247%	3,887	2,921
6	9	63%	0	0%	Benefits	6	9	63%	0	0%	110	(123)
1,423	1,605	89%	675	211%	S/T Adders	1,423	1,605	89%	675	211%	19,879	16,015
15,699	17,694	89%	8,050	195%	TOTAL PAYROLL	15,699	17,694	89%	8,050	195%	211,522	168,116
					OPERATING EXPENSES							
0	100	0%	82	0%	Cart Supplies	0	100	0%	82	0%	950	651
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	3,250	4,282
0	300	0%	0	0%	Cart Repairs	0	300	0%	0	0%	1,950	1,928
8,577	8,577	100%	8,577	100%	Cart Lease	8,577	8,577	100%	8,577	100%	102,924	102,924
645	500	129%	478	135%	Utilities - Electric	645	500	129%	478	135%	8,200	8,093
9,222	9,477	97%	9,137	101%	TOTAL OPERATING EXPENSES	9,222	9,477	97%	9,137	101%	117,274	117,878
27,800	9,326	298%	11,393	244%	EBITDA	27,800	9,326	298%	11,393	244%	337,691	350,463
27,800	9,326	298%	11,393	244%	NET INCOME	27,800	9,326	298%	11,393	244%	337,691	350,463

The Golf Club at Cypress Head
Range
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
4,124	4,523	91%	2,957	139%	Range	4,124	4,523	91%	2,957	139%	83,261	69,975
4,124	4,523	91%	2,957	139%	Total Revenues	4,124	4,523	91%	2,957	139%	83,261	69,975
4,124	4,523	91%	2,957	139%	GROSS MARGIN	4,124	4,523	91%	2,957	139%	83,261	69,975
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	0	0	0%	0	0%	9,000	9,042
0	0	0%	0	0%	Range Equipment	0	0	0%	0	0%	1,710	1,674
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	2,300	2,672
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	3,300	3,768
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	0	0%	16,310	17,156
4,124	4,523	91%	2,957	139%	EBITDA	4,124	4,523	91%	2,957	139%	66,951	52,819
4,124	4,523	91%	2,957	139%	NET INCOME	4,124	4,523	91%	2,957	139%	66,951	52,819

The Golf Club at Cypress Head
Golf Shop
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	0	0%	Handicap Fee	0	0	0%	0	0%	6,430	5,551
775	2,000	39%	790	98%	Lessons	775	2,000	39%	790	98%	31,400	17,973
1,269	500	254%	60	2116%	Rental Clubs	1,269	500	254%	60	2116%	7,800	10,020
30,272	7,500	404%	5,732	528%	Retail	30,272	7,500	404%	5,732	528%	225,501	310,856
32,317	10,000	323%	6,582	491%	Total Revenues	32,317	10,000	323%	6,582	491%	271,131	344,400
					COST OF GOODS SOLD							
17,645	5,250	336%	3,551	497%	COGS - Merchandise	17,645	5,250	336%	3,551	497%	157,851	216,507
17,645	5,250	336%	3,551	497%	Total COGS	17,645	5,250	336%	3,551	497%	157,851	216,507
14,672	4,750	309%	3,031	484%	GROSS MARGIN	14,672	4,750	309%	3,031	484%	113,280	127,894
58.29%	70.00%	83.27%	61.95%	94.09%	COGS - Merchandise %	58.29%	70.00%	83.27%	61.95%	94.09%	70.00%	832.44%
					PAYROLL							
4,204	3,605	117%	0	0%	Gross Payroll - Salaried	4,204	3,605	117%	0	0%	43,260	47,187
6,498	8,060	81%	5,826	112%	Gross Payroll - Hourly	6,498	8,060	81%	5,826	112%	94,900	68,707
10,702	11,665	92%	5,826	184%	S/T Wages	10,702	11,665	92%	5,826	184%	138,160	115,894
785	892	88%	447	175%	Payroll Tax - FICA	785	892	88%	447	175%	10,569	9,031
12	10	121%	3	431%	Payroll Tax - UC	12	10	121%	3	431%	504	388
183	230	80%	86	214%	Payroll Tax - WC	183	230	80%	86	214%	2,801	2,219
1,300	606	215%	596	218%	Benefits	1,300	606	215%	596	218%	7,385	9,702
2,281	1,738	131%	1,132	201%	S/T Adders	2,281	1,738	131%	1,132	201%	21,260	21,339
12,983	13,403	97%	6,958	187%	TOTAL PAYROLL	12,983	13,403	97%	6,958	187%	159,420	137,233
					OPERATING EXPENSES							
0	100	0%	0	0%	Office Supplies	0	100	0%	0	0%	600	138
1,598	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,688
2,749	200	1374%	180	1530%	Supplies	2,749	200	1374%	180	1530%	4,300	6,942
256	60	427%	0	0%	Tournament Expense	256	60	427%	0	0%	1,500	1,966
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	6,845	6,538
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	600	0
0	100	0%	0	0%	Repair & Maint - Building	0	100	0%	0	0%	400	0
4,603	460	1001%	180	2562%	TOTAL OPERATING EXPENSES	4,603	460	1001%	180	2562%	14,245	18,273
(2,914)	(9,113)	32%	(4,107)	71%	EBITDA	(2,914)	(9,113)	32%	(4,107)	71%	(60,384)	(27,613)
(2,914)	(9,113)	32%	(4,107)	71%	NET INCOME	(2,914)	(9,113)	32%	(4,107)	71%	(60,384)	(27,613)

The Golf Club at Cypress Head
G & A
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
14,528	14,229	102%	11,219	129%	Gross Payroll - Salaried	14,528	14,229	102%	11,219	129%	170,751	155,925
63	266	24%	0	0%	Gross Payroll - Hourly	63	266	24%	0	0%	3,129	767
14,592	14,495	101%	11,219	130%	S/T Wages	14,592	14,495	101%	11,219	130%	173,880	156,691
1,022	1,109	92%	721	142%	Payroll Tax - FICA	1,022	1,109	92%	721	142%	13,302	10,306
1	2	23%	0	0%	Payroll Tax - UC	1	2	23%	0	0%	154	116
245	286	86%	189	129%	Payroll Tax - WC	245	286	86%	189	129%	3,525	2,982
2,326	2,567	91%	2,978	78%	Benefits	2,326	2,567	91%	2,978	78%	31,280	31,571
3,593	3,964	91%	3,888	92%	S/T Adders	3,593	3,964	91%	3,888	92%	48,262	44,976
18,185	18,459	99%	15,107	120%	TOTAL PAYROLL	18,185	18,459	99%	15,107	120%	222,142	201,667
					OPERATING EXPENSES							
511	400	128%	160	319%	Janitorial Supplies	511	400	128%	160	319%	7,450	7,097
42	450	9%	411	10%	Laundry/Uniforms	42	450	9%	411	10%	2,405	1,186
165	850	19%	832	20%	Office Supplies	165	850	19%	832	20%	6,150	7,360
0	0	0%	0	0%	Printing	0	0	0%	0	0%	0	16
142	150	95%	121	118%	Alarm System	142	150	95%	121	118%	2,150	1,910
1,248	800	156%	160	781%	Computer Service	1,248	800	156%	160	781%	9,600	8,556
1,000	700	143%	650	154%	Contract Cleaning	1,000	700	143%	650	154%	8,400	9,118
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	8,700	8,258
0	100	0%	0	0%	Repair & Maint - Equipment	0	100	0%	0	0%	3,170	2,901
220	100	220%	110	200%	Repair & Maint - Building	220	100	220%	110	200%	4,520	13,864
206	250	82%	206	100%	Off-Site Storage	206	250	82%	206	100%	3,000	2,472
2,337	2,000	117%	1,987	118%	Utilities - Other	2,337	2,000	117%	1,987	118%	25,200	27,199
198	200	99%	455	44%	Utilities - Telephone/Fax	198	200	99%	455	44%	2,400	2,100
261	350	75%	338	77%	Bank Charges	261	350	75%	338	77%	4,400	3,555
(11)	0	0%	(37)	29%	Cash Short/(Over)	(11)	0	0%	(37)	29%	0	(239)
240	250	96%	240	100%	Cell Phone	240	250	96%	240	100%	3,220	2,780
2,928	1,963	149%	1,863	157%	City Surcharge R & R	2,928	1,963	149%	1,863	157%	44,187	41,905
6,143	4,000	154%	3,971	155%	Credit Card Discounts	6,143	4,000	154%	3,971	155%	42,800	56,712
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	(58)
200	950	21%	930	22%	Dues & Subscriptions	200	950	21%	930	22%	3,300	1,909
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
1,922	150	1281%	121	1584%	Employee Relations	1,922	150	1281%	121	1584%	5,800	10,008
9,213	8,500	108%	7,675	120%	Insurance Expense	9,213	8,500	108%	7,675	120%	102,000	98,188
407	50	814%	0	0%	Member Relations	407	50	814%	0	0%	600	(3,581)
0	0	0%	0	0%	Miscellaneous	0	0	0%	0	0%	0	8
0	0	0%	0	0%	O/S - Accounting	0	0	0%	0	0%	19,500	20,500
476	400	119%	378	126%	Payroll Processing Fee	476	400	119%	378	126%	5,170	5,520
134	200	67%	219	61%	Postage/Shipping	134	200	67%	219	61%	2,180	1,948
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(30)	0	0%	(30)	100%	0	(215)
0	0	0%	0	0%	Travel - Meals	0	0	0%	0	0%	850	246
142	700	20%	7,000	2%	Travel - Other	142	700	20%	7,000	2%	4,000	3,967
0	20	0%	0	0%	Employee Meals	0	20	0%	0	0%	240	25
28,093	23,533	119%	27,761	101%	TOTAL OPERATING EXPENSES	28,093	23,533	119%	27,761	101%	321,392	336,314
(46,278)	(41,992)	110%	(42,868)	108%	EBITDA	(46,278)	(41,992)	110%	(42,868)	108%	(543,534)	(537,981)
6,592	6,592	100%	6,274	105%	Management Fee	6,592	6,592	100%	6,274	105%	79,104	76,992
6,592	6,592	100%	6,274	105%	Management Fees	6,592	6,592	100%	6,274	105%	79,104	76,992
23	23	100%	23	100%	Deprec - Mach & Equip	23	23	100%	23	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	72	72	100%	72	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	96	96	100%	96	100%	1,146	1,146
(52,965)	(48,679)	109%	(49,238)	108%	NET INCOME	(52,965)	(48,679)	109%	(49,238)	108%	(623,784)	(616,119)

The Golf Club at Cypress Head
Marketing
For the Month Ending October 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
6,263	5,500	114%	3,415	183%	Gross Payroll - Salaried	6,263	5,500	114%	3,415	183%	66,000	26,794
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	0	0%	0	7,008
6,263	5,500	114%	3,415	183%	S/T Wages	6,263	5,500	114%	3,415	183%	66,000	33,802
479	421	114%	284	169%	Payroll Tax - FICA	479	421	114%	284	169%	5,049	2,670
40	5	895%	0	0%	Payroll Tax - UC	40	5	895%	0	0%	117	119
105	108	97%	67	157%	Payroll Tax - WC	105	108	97%	67	157%	1,338	525
0	624	0%	46	0%	Benefits	0	624	0%	46	0%	7,594	324
625	1,157	54%	397	157%	S/T Adders	625	1,157	54%	397	157%	14,098	3,638
6,888	6,657	103%	3,812	181%	TOTAL PAYROLL	6,888	6,657	103%	3,812	181%	80,098	37,439
					OPERATING EXPENSES							
676	1,300	52%	813	83%	Advertising & Promotion	676	1,300	52%	813	83%	28,800	26,567
676	1,300	52%	813	83%	TOTAL OPERATING EXPENSES	676	1,300	52%	813	83%	28,800	26,567
(7,563)	(7,957)	95%	(4,625)	164%	EBITDA	(7,563)	(7,957)	95%	(4,625)	164%	(108,898)	(64,006)
(7,563)	(7,957)	95%	(4,625)	164%	NET INCOME	(7,563)	(7,957)	95%	(4,625)	164%	(108,898)	(64,006)

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: **From:** **To:**
Date: 10/1/2023 10/31/2023
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$297,893.03	$213,567.51	$174,449.04	$39,118.47	$337,011.50
	10050-5950-900	Cash - Course Payroll BMO	$50,184.22	$70,000.00	$71,263.21	($1,263.21)	$48,921.01
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$47,274.94	$11,663.66	$49,872.29	($38,208.63)	$9,066.31
	12000-5950-900	Inventory - Merchandise	$99,359.72	$33,367.61	$18,604.22	$14,763.39	$114,123.11
	13020-5950-900	Prepaid Insurance	$45,051.44	$0.00	$9,213.41	($9,213.41)	$35,838.03
	13040-5950-900	Prepaid Exp - Other	$11,388.39	$0.00	$469.31	($469.31)	$10,919.08
	20100-5950-900	Machinery & Equipment	$5,550.40	$0.00	$0.00	$0.00	$5,550.40
	20160-5950-900	Buildings and Improvements	$30,597.54	$0.00	$0.00	$0.00	$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	($4,994.38)	$0.00	$23.12	($23.12)	($5,017.50)
	22080-5950-900	Accum. Deprec - Buildings	($27,266.63)	$0.00	$72.41	($72.41)	($27,339.04)
	30000-5950-900	Accts Pay - Trade	($51,355.53)	$76,369.76	$107,510.20	($31,140.44)	($82,495.97)
	30040-5950-900	Accts Pay - Other	($123,979.68)	$16,355.24	$16,207.12	$148.12	($123,831.56)
	31000-5950-900	Accrued Expenses	($490.00)	$490.00	$86.19	$403.81	($86.19)
	31020-5950-900	Accrued Payroll	($32,332.15)	$19,764.19	$29,892.68	($10,128.49)	($42,460.64)
	31080-5950-900	Accrued Tips Payable	($234.91)	$501.41	$448.50	$52.91	($182.00)
	31220-5950-900	Accrued Sales Tax	($7,121.62)	$7,121.62	$9,935.22	($2,813.60)	($9,935.22)
	31400-5950-900	Accrued City Surcharge	$0.00	$2,927.69	$2,927.69	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($6,934.43)	$1,472.19	$555.49	$916.70	($6,017.73)
	32020-5950-900	Deferred Rev - Outing Deposits	($30,200.34)	$17,257.00	$12,396.76	$4,860.24	($25,340.10)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($33,062.44)	$2,755.26	$0.00	$2,755.26	($30,307.18)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($36,035.83)	$3,976.42	$4,611.32	($634.90)	($36,670.73)
	32070-5950-900	Deferred Rev - Gift Cards	($34,325.47)	$1,156.65	$1,408.26	($251.61)	($34,577.08)
	32100-5950-900	Deferred Rev - Credit Books	($10,614.84)	$935.80	$942.00	($6.20)	($10,621.04)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($85,373.66)	$12,240.90	$4,862.05	$7,378.85	($77,994.81)
	49020-5950-900	Retained Earnings - Current	($104,327.77)	$0.00	$0.00	$0.00	($104,327.77)
	50000-5950-100	Green Fees - Annual Pass	$0.00	$0.00	$5,991.68	($5,991.68)	($5,991.68)
	5002A-5950-100	Green Fee - Annual	$0.00	$14.06	$14.06	$0.00	$0.00
	5003A-5950-100	Green Fee - Group	$0.00	$0.00	$6,412.90	($6,412.90)	($6,412.90)
	50040-5950-100	Green Fees - Member	$0.00	$0.00	$777.92	($777.92)	($777.92)
	5006A-5950-100	Green Fee - Junior	$0.00	$0.00	$121.86	($121.86)	($121.86)
	50070-5950-100	Green Fees - (surcharge)	$0.00	$2,927.69	$5,855.38	($2,927.69)	($2,927.69)
	5007A-5950-100	Green Fee - League	$0.00	$0.00	$156.24	($156.24)	($156.24)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	$0.00	$0.00	$8,555.59	($8,555.59)	($8,555.59)
	5012A-5950-100	Green Fee - Outing	$0.00	$0.00	$4,485.96	($4,485.96)	($4,485.96)
	5014A-5950-100	Green Fee - Resident	$0.00	$5,415.55	$36,280.79	($30,865.24)	($30,865.24)
	5015A-5950-100	Green Fee - Senior	$0.00	$0.00	$18,190.11	($18,190.11)	($18,190.11)
	5019A-5950-100	Green Fee - Wholesale	$0.00	$0.00	$1,588.00	($1,588.00)	($1,588.00)
	50500-5950-200	Cart Fee 18	$0.00	$14.06	$44,313.84	($44,299.78)	($44,299.78)
	50520-5950-200	Cart Fee - Annual Trail	$0.00	$0.00	$8,420.72	($8,420.72)	($8,420.72)
	52150-5950-600	Lessons	$0.00	$0.00	$775.00	($775.00)	($775.00)
	52280-5950-600	Rental Clubs	$0.00	$0.00	$1,269.39	($1,269.39)	($1,269.39)
	52310-5950-600	Retail	$0.00	$0.00	$30,272.41	($30,272.41)	($30,272.41)
	53050-5950-220	Range Pass Revenue	$0.00	$0.00	$4,124.45	($4,124.45)	($4,124.45)
	56120-5950-100	City Surcharge R & R	$0.00	$0.00	$2,927.69	($2,927.69)	($2,927.69)
	60000-5950-600	COGS - Merchandise - Accessories	$0.00	$17,644.87	$0.00	$17,644.87	$17,644.87
	70000-5950-100	Gross Payroll - Salaried	$0.00	$14,629.32	$2,913.49	$11,715.83	$11,715.83
	70000-5950-600	Gross Payroll - Salaried	$0.00	$5,126.99	$923.07	$4,203.92	$4,203.92
	70000-5950-900	Gross Payroll - Salaried	$0.00	$17,814.14	$3,286.02	$14,528.12	$14,528.12
	70000-5950-950	Gross Payroll - Salaried	$0.00	$7,647.49	$1,384.62	$6,262.87	$6,262.87
	70010-5950-100	Gross Payroll - Hourly	$0.00	$28,364.89	$5,107.49	$23,257.40	$23,257.40
	70010-5950-200	Gross Payroll - Hourly	$0.00	$17,149.76	$2,874.00	$14,275.76	$14,275.76

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-600	Gross Payroll - Hourly	$0.00	$8,346.60	$1,848.23	$6,498.37	$6,498.37
	70010-5950-900	Gross Payroll - Hourly	$0.00	$86.44	$23.00	$63.44	$63.44
	71000-5950-100	Payroll Tax - FICA	$0.00	$3,205.61	$613.61	$2,592.00	$2,592.00
	71000-5950-200	Payroll Tax - FICA	$0.00	$1,343.90	$219.86	$1,124.04	$1,124.04
	71000-5950-600	Payroll Tax - FICA	$0.00	$996.58	$211.99	$784.59	$784.59
	71000-5950-900	Payroll Tax - FICA	$0.00	$1,275.61	$253.14	$1,022.47	$1,022.47
	71000-5950-950	Payroll Tax - FICA	$0.00	$585.04	$105.92	$479.12	$479.12
	71010-5950-100	Payroll Tax - UC	$0.00	$23.04	$0.00	$23.04	$23.04
	71010-5950-200	Payroll Tax - UC	$0.00	$65.98	$0.00	$65.98	$65.98
	71010-5950-600	Payroll Tax - UC	$0.00	$12.38	$0.00	$12.38	$12.38
	71010-5950-900	Payroll Tax - UC	$0.00	$0.54	$0.00	$0.54	$0.54
	71010-5950-950	Payroll Tax - UC	$0.00	$40.27	$0.00	$40.27	$40.27
	71020-5950-100	Payroll Tax - WC	$0.00	$594.26	$0.00	$594.26	$594.26
	71020-5950-200	Payroll Tax - WC	$0.00	$226.95	$0.00	$226.95	$226.95
	71020-5950-600	Payroll Tax - WC	$0.00	$183.41	$0.00	$183.41	$183.41
	71020-5950-900	Payroll Tax - WC	$0.00	$244.57	$0.00	$244.57	$244.57
	71020-5950-950	Payroll Tax - WC	$0.00	$105.27	$0.00	$105.27	$105.27
	71030-5950-100	Benefits	$0.00	$5,887.05	$3,157.65	$2,729.40	$2,729.40
	71030-5950-200	Benefits	$0.00	$438.83	$432.97	$5.86	$5.86
	71030-5950-600	Benefits	$0.00	$2,337.45	$1,037.10	$1,300.35	$1,300.35
	71030-5950-900	Benefits	$0.00	$4,458.25	$2,132.38	$2,325.87	$2,325.87
	80120-5950-100	Chemicals	$0.00	$367.37	$0.00	$367.37	$367.37
	80170-5950-100	Course Accessories	$0.00	$1,983.86	$0.00	$1,983.86	$1,983.86
	80230-5950-100	Fertilizer	$0.00	$11,296.85	$690.00	$10,606.85	$10,606.85
	80270-5950-100	Fuel	$0.00	$2,669.12	$0.00	$2,669.12	$2,669.12
	80280-5950-100	Fungicides	$0.00	$978.76	$0.00	$978.76	$978.76
	80320-5950-100	Herbicides	$0.00	$439.15	$0.00	$439.15	$439.15
	80380-5950-900	Janitorial Supplies	$0.00	$510.82	$0.00	$510.82	$510.82
	80420-5950-900	Laundry/Uniforms	$0.00	$41.50	$0.00	$41.50	$41.50
	80520-5950-900	Office Supplies	$0.00	$164.98	$0.00	$164.98	$164.98
	80590-5950-600	Printing	$0.00	$1,597.80	$0.00	$1,597.80	$1,597.80
	80690-5950-100	Sand/Topdress	$0.00	$994.34	$0.00	$994.34	$994.34
	80710-5950-100	Seeds/Trees	$0.00	$3,520.00	$0.00	$3,520.00	$3,520.00
	80780-5950-600	Supplies	$0.00	$2,748.98	$0.00	$2,748.98	$2,748.98
	80810-5950-600	Tournament Expense	$0.00	$476.91	$220.96	$255.95	$255.95
	81010-5950-900	Alarm System	$0.00	$142.00	$0.00	$142.00	$142.00
	81130-5950-900	Computer Service	$0.00	$1,247.80	$0.00	$1,247.80	$1,247.80
	81140-5950-900	Contract Cleaning	$0.00	$1,000.00	$0.00	$1,000.00	$1,000.00
	81250-5950-100	Irrigation	$0.00	$175.00	$0.00	$175.00	$175.00
	81340-5950-100	Repair & Maint - Paths	$0.00	$192.54	$0.00	$192.54	$192.54
	81350-5950-100	Repair & Maint - Equipment	$0.00	$1,863.64	$0.00	$1,863.64	$1,863.64
	81360-5950-100	Repair & Maint - Building	$0.00	$263.58	$0.00	$263.58	$263.58
	81360-5950-900	Repair & Maint - Building	$0.00	$220.00	$0.00	$220.00	$220.00
	82000-5950-200	Cart Lease	$0.00	$8,577.00	$0.00	$8,577.00	$8,577.00
	82020-5950-100	Equipment Lease	$0.00	$7,166.00	$0.00	$7,166.00	$7,166.00
	82060-5950-900	Off-Site Storage	$0.00	$206.00	$0.00	$206.00	$206.00
	83000-5950-100	Utlities - Electric	$0.00	$321.38	$0.00	$321.38	$321.38
	83000-5950-200	Utilities - Electric	$0.00	$645.11	$0.00	$645.11	$645.11
	83020-5950-100	Utlities - Other	$0.00	$2,660.02	$0.00	$2,660.02	$2,660.02
	83020-5950-900	Utilities - Other	$0.00	$2,336.78	$0.00	$2,336.78	$2,336.78
	83030-5950-900	Utilities - Telephone/Fax	$0.00	$197.99	$0.00	$197.99	$197.99
	83050-5950-100	Utlities - Water	$0.00	$196.48	$0.00	$196.48	$196.48
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$0.00	$675.87	$0.00	$675.87	$675.87
	85020-5950-900	Bank Charges	$0.00	$261.28	$0.00	$261.28	$261.28
	85050-5950-900	Cash Short/(Over)	$0.00	$448.58	$459.15	($10.57)	($10.57)
	85060-5950-900	Cell Phone	$0.00	$240.00	$0.00	$240.00	$240.00
	85070-5950-900	City Surcharge R & R	$0.00	$2,927.69	$0.00	$2,927.69	$2,927.69
	85120-5950-900	Credit Card Discounts	$0.00	$6,143.12	$0.00	$6,143.12	$6,143.12
	85150-5950-900	Dues & Subscriptions	$0.00	$200.00	$0.00	$200.00	$200.00
	85190-5950-900	Employee Relations	$0.00	$1,921.59	$0.00	$1,921.59	$1,921.59

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85280-5950-900	Insurance Expense	$0.00	$9,213.41	$0.00	$9,213.41	$9,213.41
	85320-5950-900	Member Relations	$0.00	$814.00	$407.00	$407.00	$407.00
	85480-5950-900	Payroll Processing Fee	$0.00	$475.64	$0.00	$475.64	$475.64
	85490-5950-900	Postage/Shipping	$0.00	$134.34	$0.00	$134.34	$134.34
	85610-5950-900	Tax/Licenses/Fees	$0.00	$0.00	$30.00	($30.00)	($30.00)
	85720-5950-900	Travel - Other	$0.00	$141.56	$0.00	$141.56	$141.56
	90000-5950-900	Management Fee	$0.00	$6,592.00	$0.00	$6,592.00	$6,592.00
	98020-5950-900	Deprec - Mach & Equip	$0.00	$23.12	$0.00	$23.12	$23.12
	98040-5950-900	Deprec - Buildings	$0.00	$72.41	$0.00	$72.41	$72.41
	R002A-5950-100	Rounds - Annual	12,587.00	369.00	0.00	369.00	12,956.00
	R003A-5950-100	Rounds - Group	15,362.00	310.00	0.00	310.00	15,672.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,829.00	36.00	0.00	36.00	1,865.00
	R007A-5950-100	Rounds - Green Fee - League	15,046.00	8.00	0.00	8.00	15,054.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	7,844.00	252.00	0.00	252.00	8,096.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	764.00	27.00	0.00	27.00	791.00
	R012A-5950-100	Rounds - Green Fee - Outing	9,227.00	133.00	0.00	133.00	9,360.00
	R014A-5950-100	Rounds - Resident	55,617.00	1,764.00	0.00	1,764.00	57,381.00
	R015A-5950-100	Rounds - Green Fee - Senior	22,606.00	595.00	0.00	595.00	23,201.00
	R016A-5950-100	Rounds - Green Fee - Staff	4,738.00	165.00	0.00	165.00	4,903.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,301.00	27.00	0.00	27.00	3,328.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	429.00	50.00	0.00	50.00	479.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**141**	**$0.00**	**$724,616.13**	**$724,616.13**	**$0.00**	**$0.00**

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended October 31, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(17,140)	0	0	0	0	0	0	0	0	0	0	0
Management Fee Expense	(6,592)	0	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	0	0	0	0	0	0	0	0	0	0	0
Net Income	(23,828)	0	0	0	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	0	0	0	0	0	0	0	0	0	0	0
Receivables	38,209	0	0	0	0	0	0	0	0	0	0	0
Prepaid Expenses	9,683	0	0	0	0	0	0	0	0	0	0	0
Payables	31,140	0	0	0	0	0	0	0	0	0	0	0
Due to from the City	(148)	0	0	0	0	0	0	0	0	0	0	0
Accrued Expenses	12,485	0	0	0	0	0	0	0	0	0	0	0
Deferred Revenues	(15,018)	0	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	96	0	0	0	0	0	0	0	0	0	0	0
Operating Cash Flow	37,855	0	0	0	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activites												
Net Cash Flows	37,855	0	0	0	0	0	0	0	0	0	0	0
Beginning Cash	349,427	387,283	341,323	341,323	341,323	341,323	341,323	341,323	341,323	341,323	341,323	341,323
Net Cash Flows	37,855	0	0	0	0	0	0	0	0	0	0	0
Ending Cash	387,283	387,283	341,323	341,323	341,323	341,323	341,323	341,323	341,323	341,323	341,323	341,323

The Golf Club at Cypress Head
Comparative Income Statement
For the Month Ending October 31, 2023

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	76,416	76,416	1,778,351	4%	132,794	132,794	1,894,268	7%
Merchandise	5,732	5,732	286,316	2%	30,272	30,272	225,501	13%
Other Pro Shop	850	850	32,350	3%	2,044	2,044	45,630	4%
Range	2,957	2,957	68,808	4%	4,124	4,124	83,261	5%
Other Operating Revenues	1,863	1,863	40,841	5%	2,928	2,928	44,187	7%
TOTAL REVENUE	87,820	87,820	2,206,665	4%	172,163	172,163	2,292,847	8%
COST OF SALES								
Merchandise	3,551	3,551	202,413	2%	17,645	17,645	157,851	11%
TOTAL COGS	3,551	3,551	202,413	2%	17,645	17,645	157,851	11%
COGS - Merchandise %	61.9%	61.9%	70.7%	87.6%	58.3%	58.3%	70.0%	83.3%
PAYROLL								
Course and Grounds	39,930	39,930	460,036	9%	40,912	40,912	547,942	7%
Carts, Range, Starters, Etc.	8,050	8,050	160,468	5%	15,699	15,699	211,522	7%
Pro Shop	6,958	6,958	131,209	5%	12,983	12,983	159,420	8%
General and Administrative	15,107	15,107	198,590	8%	18,185	18,185	222,142	8%
Marketing	3,812	3,812	34,364	11%	6,888	6,888	80,098	9%
TOTAL PAYROLL	73,858	73,858	984,667	8%	94,666	94,666	1,221,123	8%
OPERATING EXPENSES								
Course and Grounds	32,051	32,051	326,153	10%	34,398	34,398	330,078	10%
Carts, Range, Starters, Etc.	9,137	9,137	134,949	7%	9,222	9,222	133,584	7%
Pro Shop	180	180	13,850	1%	4,603	4,603	14,245	32%
General and Administrative	27,761	27,761	335,982	8%	28,093	28,093	321,392	9%
Marketing	813	813	26,704	3%	676	676	28,800	2%
TOTAL OPERATING EXPENSES	69,942	69,942	837,637	8%	76,992	76,992	828,099	9%
TOTAL EXPENSES	147,351	147,351	2,024,717	7%	189,303	189,303	2,207,072	9%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,274)	(6,274)	(76,674)	8%	(6,592)	(6,592)	(79,104)	8%
Depreciation & Amortization	(96)	(96)	(1,146)	8%	(96)	(96)	(1,146)	8%
TOTAL OTHER INCOME (EXPENSE)	(6,369)	(6,369)	(77,820)	8%	(6,688)	(6,688)	(80,250)	8%
NET INCOME	(65,901)	(65,901)	104,129	-63%	(23,828)	(23,828)	5,524	-431%
Paid Rounds	2,086	2,086	45,097		3,148	3,148	43,894	
Annual Pass Rounds	206	206	4,163		369	369	4,795	
Other Rounds	169	169	3,024		219	219	2,783	
Total Rounds	2,461	2,461	52,284		3,736	3,736	51,472	
Revenue/Paid Rounds	42	42	49		55	55	52	
Revenue/Total Rounds	36	36	42		46	46	45	

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January 18, 2024

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for October 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING OCTOBER 2023									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 80,073	$ 54,492	$ 25,581		$ 80,073	$ 54,492	$ 47,836	$ 25,581	
Cart Fees	$ 52,721	$ 36,497	$ 16,224		$ 52,721	$ 36,497	$ 28,581	$ 16,224	
Range	$ 4,124	$ 4,523	$ (399)		$ 4,124	$ 4,523	$ 2,957	$ (399)	
Pro- Shop Revenues	$ 32,317	$ 10,000	$ 22,317		$ 32,317	$ 10,000	$ 6,582	$ 22,317	
City Surcharge R/R	$ 2,928	$ 1,963	$ 965		$ 2,928	$ 1,963	$ 1,863	$ 965	
Total Revenue	**$ 172,163**	**$ 107,475**	**$ 64,688**		**$ 172,163**	**$ 107,475**	**$ 87,819**	**$ 64,688**	
Cost of Sales	$ 17,645	$ 5,250	$ 12,395		$ 17,645	$ 5,250	$ 3,551	$ 12,395	
Merchandise	$ 17,645	$ 5,250	$ 12,395	61%	$ 17,645	$ 5,250	$ 3,551	$ 12,395	71%
Gross Margin	**$ 154,518**	**$ 102,225**	**$ 52,293**		**$ 154,518**	**$ 102,225**	**$ 84,268**	**$ 52,293**	
Total Payroll	$ 94,666	$ 100,703	$ (6,037)		$ 94,666	$ 100,703	$ 73,858	$ (6,037)	
Total Operating Expenses	$ 76,992	$ 72,022	$ 4,970		$ 76,992	$ 72,022	$ 69,942	$ 4,970	
EBITDA	**$ (17,140)**	**$ (70,500)**	$ 53,360		**$ (17,140)**	**$ (70,500)**	**$ (59,532)**	$ 53,360	
Other Expenses	**$ 6,400**	**$ 6,434**	**$ (34)**		**$ 70,274**	**$ 70,774**	**$ 69,382**	**$ (500)**	
Management Fee	$ 6,592	$ 6,592	$ -		$ 6,592	$ 6,592	$ 6,274	$ -	
Interest Expense	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
Depreciation	$ 96	$ 96	$ -		$ 96	$ 96	$ 96	$ -	
Net Cash From Ops	**$ (23,540)**	**$ (76,934)**	**$ 53,394**		**$ (87,414)**	**$ (141,274)**	**$ (128,914)**	**$ 53,860**	
Rounds									
Total Rounds	**3,736**	**2,589**	**1,147**		**3,736**	**2,589**	**2,461**	**1,147**	
Paid Rounds	**3,148**	**2,214**	**934**		**3,148**	**2,214**	**2,086**	**934**	
Avg. GF/CF Total rounds	**$35.54**	**$35.14**	**$ 0.40**		**$35.54**	**$35.14**	**$31.05**	**$ 0.40**	
Avg. GF/CF Paid rounds	**$42.18**	**$41.10**	**$ 1.09**		**$42.18**	**$41.10**	**$36.63**	**$ 1.09**	
Avg. Merchandise/round	**$8.65**	**$3.86**	**$ 4.79**		**$8.65**	**$3.86**	**$2.67**	**$ 4.79**	

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Overview:

- Total revenues for October finished $64.7K ahead of budget for the month. With 4.77" of rain recorded in October, the golf course realized 2 unplayable days, and 2 others significantly affected by intermittent weather and cart paths only. The average high temperatures were 80.1 degrees. Total Revenues came in at $172.2K and exceeded budget by 60%. We played 3,736 total rounds to a budget of 2,589 (over by 1,147).

- Total Payroll for the month was $94.7K, under by $6K. Total Operating Expenses were $77K, over by $5K.

- Rounds exceeded budget by 44%, range revenue ($4.1K) missed budget by $400, with several days of closure due to wet conditions.

- Exceeded monthly EBITDA and Net Income projections by $53.4K, Given last year we were closed for 2 weeks to start October due to Hurricane Ian, the numbers look much more positive to start FY23-24.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

- We have been busy getting quotes on cart path repairs. We will start with the front nine.
- We have 3 different contractors we are talking to regarding the bunker renovations with an estimated start in October 2024.
- Range netting repairs have been approved for $26K.

Tee Sheet Activity:

- There were 3,736 total rounds for the month which included 3,148 paid rounds, 369 Annual Pass rounds and 219 other rounds. These numbers reflect a 44% increase over budget and 52% more than prior year.

- We have instituted Dynamic pricing throughout the Non-resident rate segment. While there is very little data at this stage, we anticipate a positive move in ADR and will report on this in the future.

- Starters and Players Assistants have been getting rave reviews for their assistance at the first tee and on the golf course. Their presence has helped us get great reviews on our customer service and pace of play.

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OCTOBER 2023 and YTD Rounds Mix

Type	Actual	Budget	Month -PY	YTD	YTD-Budg	YTD - PY
PAID	3,148	2,214	2,086	3,148	2,214	2,086
ANNUAL	369	206	206	369	206	206
OTHER	219	169	169	219	169	169
TOTAL ROUNDS	3,736	2,589	2,461	3,736	2,589	2,461

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 4.77” of rain in October, closing the course 2 days with 5 more affected by cart path only and costing us about 450+ rounds.
- Our turf coverage is the area’s best and our weed control program has the course looking the best it has looked in years.

Golf Shop/Carts

- The Golf Shop is looking great and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by $22.3K in October.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. We currently have all carts operational.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded $775 in lessons in October.

- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area. The MGA averaged 50 players in October, the WGA 18-holers, about 21, and the WGA 9-holers averaged 34 players.

- We hosted 2 large tournaments, some small outings and leagues in October with 390 players, generating $18.2K in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.

- Leslie is growing into her role and getting familiar with our clientele. She is focused on tournament contacts and marketing strategies to grow the business.

- We continue to maintain our database of emails with approximately 14,142 unique e-mail addresses (+286 from prior month). Our Facebook followers are at 1,550(up 7) and Instagram is up to 462 (up 1) followers.

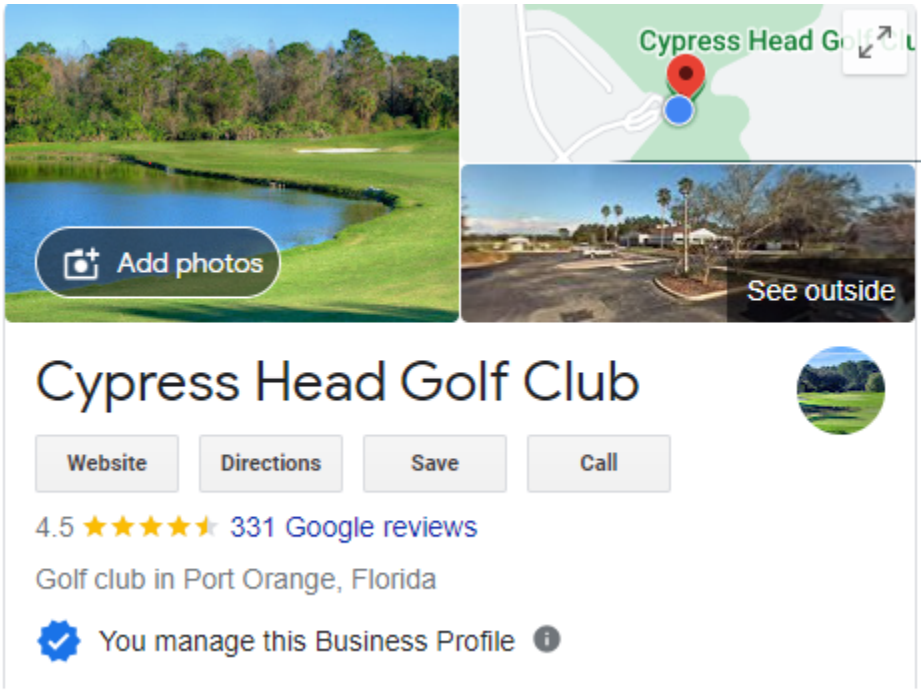
- Nightly surveys continued to be strong in October, highlighted by 122 surveys being submitted and an NPS of 80.3 (Please see table below).

- Outside tournament bookings are very strong as we are booking for Fall 2024 currently.

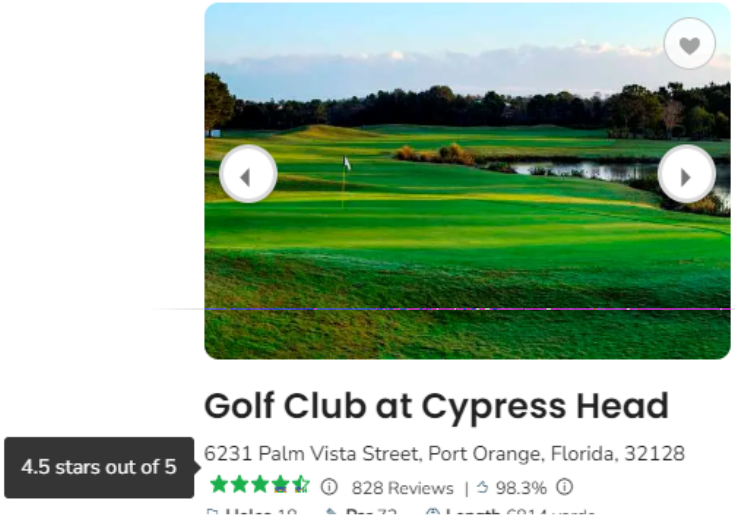
	Last Month					
	Week of 10/01	Week of 10/08	Week of 10/15	Week of 10/22	Week of 10/29	Total
# of responses	15	28	41	26	12	122
Net Promoter Score						
Property NPS	80.0	78.6	90.2	76.9	58.3	80.3
Key Metrics						
Likelihood to Return	9.9	9.4	9.9	9.6	9.5	9.7
Overall Experience Satisfaction	9.2	9.2	9.4	9.5	9.2	9.3
Service Satisfaction	9.8	9.6	9.9	9.9	9.5	9.8

KemperSports™

Current Google Ratings



Current GolfNow Ratings



KemperSports™

Year to Date Summary

While we did not start the year out with a devastating hurricane, we did lose the first 2 days of October to heavy rains. We recovered nicely and are in a much better posture after the first month than one year ago. As we head into peak season, we will continue to make necessary upgrades and elevate the golf experience at Cypress Head.

We continue to deliver True Service to our members and guests and insure they enjoy their experience here at Cypress Head. With our NPS at 90.3 and all vital categories well above 9.5, it is apparent that the team is delivering a “Best in Class” golf experience.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.
- We participate in weekly GM calls and monthly webinars designed to share best practices used at Kemper properties throughout the country.
- Matt Lindley stays in constant contact with Jeff Dayton with regards to long term planning for the property

Insights:

- The Golf Advisory Board seems very pleased in the direction of the property and is working well with Jeff Dayton and Darren Bache.
- Our 2 main focal points are bunkers and cart paths, both in the procurement and scheduling phase.

Respectfully Submitted,

Jeff Dayton, PGA
General Manager
Cypress Head Golf Club

Matt Lindley
Vice President Operations
KemperSports Management

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended November 30, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(17,140)	(28,021)	0	0	0	0	0	0	0	0	0	0
Management Fee Expense	(6,592)	(6,592)	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	0	0	0	0	0	0	0	0	0	0
Net Income	(23,828)	(34,708)	0	0	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	0	0	0	0	0	0	0	0	0	0
Receivables	38,209	5,687	0	0	0	0	0	0	0	0	0	0
Prepaid Expenses	9,683	(30,551)	0	0	0	0	0	0	0	0	0	0
Payables	31,140	10,179	0	0	0	0	0	0	0	0	0	0
Due to from the City	(148)	1,332	0	0	0	0	0	0	0	0	0	0
Accrued Expenses	12,485	4,778	0	0	0	0	0	0	0	0	0	0
Deferred Revenues	(15,018)	(10,866)	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	0	0	0	0	0	0	0	0	0	0
Operating Cash Flow	37,855	(51,000)	0	0	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activites												
Net Cash Flows	37,855	(51,000)	0	0	0	0	0	0	0	0	0	0
Beginning Cash	349,427	387,283	336,282	316,462	316,462	316,462	316,462	316,462	316,462	316,462	316,462	316,462
Net Cash Flows	37,855	(51,000)	0	0	0	0	0	0	0	0	0	0
Ending Cash	387,283	336,282	336,282	316,462	316,462	316,462	316,462	316,462	316,462	316,462	316,462	316,462

The Golf Club at Cypress Head
Course Cash Flow Report
November 30, 2023

	November	*YTD*
EBITDA	**($28,020.53)**	**($45,160.58)**
Management Fee Expense	**(6,592.00)**	**(13,184.00)**
Depreciation & Amortization	**(95.53)**	**(191.06)**
Net Income	**(34,708.06)**	**(58,535.64)**
Working Capital Changes		
Inventory	**3,052.85**	**(11,710.54)**
Receivables	**5,687.05**	**43,895.68**
Payables	**10,178.89**	**41,319.33**
Due to from the City	**1,332.35**	**1,184.23**
Prepaids	**(30,551.49)**	**(20,868.77)**
Accrued Liabilities	**4,778.34**	**17,263.71**
Other Liabilities	**(10,865.67)**	**(25,884.01)**
Depreciation & Amortization	**95.53**	**191.06**
Operating Cash Flow	**(51,000.21)**	**(13,144.95)**
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	**(51,000.21)**	**(13,144.95)**
Beginning Cash	**387,282.51**	**349,427.25**
Net Cash Flows	**(51,000.21)**	**(13,144.95)**
Ending Cash	**336,282.30**	**336,282.30**

The Golf Club at Cypress Head

For the Month Ending November 30, 2023

	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23
REVENUES													
Green Fees & Cart Fees	132,017.55	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69	117,320.82
Merchandise	9,609.82	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41	17,828.09
Other Pro Shop	2,277.06	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00	2,044.39	1,096.66
Range	3,822.98	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96
Other Operating Revenues	3,144.77	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69	2,531.89
TOTAL REVENUE	150,872.18	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34	172,162.63	142,369.42
COST OF SALES													
Merchandise	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21
TOTAL COGS	6,654.04	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21
COGS - Merchandise %	69.2%	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%
PAYROLL													
Course and Grounds	39,739.57	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93	40,017.82
Carts, Range, Starters, Etc.	10,565.72	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59	12,006.85
Pro Shop	9,876.88	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75	12,983.02	12,052.42
General and Administrative	16,222.91	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	17,538.54	18,185.01	17,710.28
Marketing	3,862.00	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53	6,326.90
TOTAL PAYROLL	80,267.08	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37	86,030.51	94,666.08	88,114.27
OPERATING EXPENSES													
Course and Grounds	16,665.60	22,238.01	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	21,155.05	34,398.09	22,667.56
Carts, Range, Starters, Etc.	12,405.83	11,790.97	13,003.55	14,509.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00	9,222.11	6,651.34
Pro Shop	1,524.96	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57	75.61	799.35	4,602.73	706.37
General and Administrative	24,472.89	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	36,139.52	28,092.93	31,421.20
Marketing	1,042.17	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87	3,100.00
TOTAL OPERATING EXPENSE	56,111.45	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40	70,476.19	76,991.73	64,546.47
TOTAL EXPENSES	143,032.57	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95	169,744.00	189,302.68	170,389.95
EBITDA	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(36,465.66)	(17,140.05)	(28,020.53)

The Golf Club at Cypress Head

For the Month Ending November 30, 2023

	11/30/22	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23
EBITDA	7,839.61	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(36,465.66)	(17,140.05)	(28,020.53)
MANAGEMENT FEES	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,592.00)	(6,592.00)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income/(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain/(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	1,344.08	8,152.23	60,895.16	57,365.62	76,897.32	57,185.66	4,098.22	(2,330.52)	(4,183.52)	(46,433.31)	(42,961.19)	(23,827.58)	(34,708.06)
Paid Rounds	3,326.00	3,631.00	4,514.00	4,848.00	5,285.00	4,537.00	3,928.00	3,889.00	3,619.00	2,669.00	2,765.00	3,148.00	2,746.00
Annual Pass Rounds	312.00	353.00	411.00	413.00	414.00	406.00	351.00	325.00	298.00	336.00	338.00	369.00	308.00
Other Rounds	238.00	236.00	301.00	268.00	295.00	247.00	254.00	282.00	236.00	258.00	240.00	219.00	208.00
Total Rounds	3,876.00	4,220.00	5,226.00	5,529.00	5,994.00	5,190.00	4,533.00	4,496.00	4,153.00	3,263.00	3,343.00	3,736.00	3,262.00
Revenue/Paid Rounds	45.36	50.30	49.58	52.25	50.21	51.87	50.59	44.99	45.55	50.86	48.20	54.69	51.85
Revenue/Total Rounds	38.92	43.28	42.82	45.81	44.27	45.34	43.84	38.92	39.70	41.60	39.87	46.08	43.64
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
70,408	95,281	74%	86,203	82%	Green Fees	150,482	149,773	100%	134,039	112%	1,227,781	1,182,477
46,912	52,479	89%	45,815	102%	Cart Fee	99,633	88,976	112%	74,395	134%	666,486	637,555
25	0	0%	0	0%	Handicap Fee	25	0	0%	0	0%	6,430	5,576
352	2,200	16%	1,998	18%	Lessons	1,127	4,200	27%	2,788	40%	31,400	16,326
720	500	144%	279	258%	Rental Clubs	1,989	1,000	199%	339	587%	7,800	10,461
17,828	9,750	183%	9,610	186%	Retail	48,101	17,250	279%	15,342	314%	225,501	319,074
3,592	4,687	77%	3,823	94%	Range	7,716	9,210	84%	6,780	114%	83,261	69,744
2,532	3,245	78%	3,145	81%	City Surcharge R & R	5,460	5,208	105%	5,008	109%	44,187	41,292
142,369	168,142	85%	150,872	94%	Total Revenues	314,532	275,617	114%	238,692	132%	2,292,847	2,282,506
					COST OF GOODS SOLD							
17,729	6,825	260%	6,654	266%	COGS - Merchandise	35,374	12,075	293%	10,205	347%	157,851	227,582
17,729	6,825	260%	6,654	266%	Total COGS	35,374	12,075	293%	10,205	347%	157,851	227,582
124,640	161,317	77%	144,218	86%	GROSS MARGIN	279,158	263,542	106%	228,486	122%	2,134,996	2,054,924
99.45%	70.00%	142.06%	69.24%	143.62%	COGS - Merchandise %	73.54%	70.00%	105.06%	66.52%	110.56%	70.00%	862.64%
					PAYROLL							
33,843	34,713	97%	28,091	120%	Gross Payroll - Salaried	70,554	69,425	102%	52,938	133%	416,550	369,131
40,528	50,773	80%	40,168	101%	Gross Payroll - Hourly	84,623	101,635	83%	77,802	109%	618,341	491,144
74,371	85,485	87%	68,260	109%	S/T Wages	155,177	171,060	91%	130,741	119%	1,034,892	860,276
3,017	6,540	46%	5,023	60%	Payroll Tax - FICA	9,020	13,086	69%	9,602	94%	79,169	61,323
2,553	20	12798%	66	3873%	Payroll Tax - UC	2,695	85	3176%	93	2905%	2,816	5,044
1,323	1,684	79%	1,227	108%	Payroll Tax - WC	2,678	3,370	79%	2,225	120%	20,986	16,348
6,849	6,832	100%	5,691	120%	Benefits	13,210	13,663	97%	11,464	115%	83,261	70,331
13,743	15,076	91%	12,008	114%	S/T Adders	27,603	30,204	91%	23,384	118%	186,231	153,047
88,114	100,561	88%	80,267	110%	TOTAL PAYROLL	182,780	201,264	91%	154,125	119%	1,221,123	1,013,322
					OPERATING EXPENSES							
11	150	7%	149	7%	Cart Supplies	11	250	4%	231	5%	950	513
530	800	66%	0	0%	Chemicals	897	1,600	56%	751	120%	9,600	8,829
0	0	0%	64	0%	Course Accessories	1,984	2,000	99%	920	216%	7,400	9,882
738	3,200	23%	1,730	43%	Fertilizer	11,345	14,800	77%	12,197	93%	61,100	56,534
60	0	0%	0	0%	Flowers/Decor	60	0	0%	0	0%	1,500	2,506
928	1,700	55%	0	0%	Fuel	3,597	3,400	106%	2,888	125%	20,300	20,334
1,599	1,600	100%	992	161%	Fungicides	2,578	1,950	132%	992	260%	4,650	4,227
562	1,600	35%	1,564	36%	Herbicides	1,001	1,600	63%	1,564	64%	32,600	38,765
1,062	400	266%	0	0%	Insecticides	1,062	400	266%	0	0%	11,800	8,316
127	1,000	13%	987	13%	Janitorial Supplies	638	1,400	46%	1,147	56%	7,450	6,237
0	550	0%	510	0%	Laundry/Uniforms	42	1,000	4%	921	5%	2,405	676
698	650	107%	612	114%	Office Supplies	863	1,600	54%	1,444	60%	6,750	7,584
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,703
0	2,000	0%	2,042	0%	Range Balls	0	2,000	0%	2,042	0%	9,000	7,000
0	500	0%	512	0%	Range Equipment	0	500	0%	512	0%	1,710	1,162
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	2,300	2,672
0	0	0%	0	0%	Sand/Topdress	994	1,200	83%	1,049	95%	12,900	14,673
0	0	0%	0	0%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	0	0%	0	0%	Small Tools	0	400	0%	264	0%	2,400	229
0	500	0%	0	0%	Staff/Volunteer Uniforms	0	500	0%	0	0%	500	875
352	2,100	17%	2,046	17%	Supplies	3,101	2,300	135%	2,226	139%	7,550	9,530
0	0	0%	0	0%	Tournament Expense	256	60	427%	0	0%	1,500	1,966
142	150	95%	121	118%	Alarm System	284	300	95%	241	118%	2,150	1,931
0	0	0%	0	0%	Cart Repairs	0	300	0%	0	0%	1,950	1,928
845	800	106%	160	529%	Computer Service	2,093	1,600	131%	320	655%	9,600	9,241
1,000	700	143%	433	231%	Contract Cleaning	2,000	1,400	143%	1,083	185%	8,400	9,685
1,419	2,000	71%	1,830	78%	Guest Relations	1,419	2,000	71%	1,830	78%	8,700	7,848
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	6,845	6,538
175	900	19%	525	33%	Irrigation	350	1,800	19%	1,050	33%	10,800	5,779
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	600	0
83	0	0%	0	0%	Repair & Maint - Paths	276	1,500	18%	0	0%	3,000	609
1,252	1,800	70%	2,406	52%	Repair & Maint - Equipment	3,116	3,700	84%	3,214	97%	28,070	35,113
3,025	900	336%	225	1345%	Repair & Maint - Building	3,509	1,100	319%	335	1047%	5,920	18,583
5,705	8,577	67%	8,577	67%	Cart Lease	14,282	17,154	83%	17,154	83%	102,924	100,052
12,724	7,166	178%	7,140	178%	Equipment Lease	19,890	14,332	139%	14,280	139%	85,992	91,290
206	250	82%	206	100%	Off-Site Storage	412	500	82%	412	100%	3,000	2,472
968	870	111%	890	109%	Utilities - Electric	1,934	1,640	118%	1,651	117%	11,440	11,860
3,905	3,450	113%	3,374	116%	Utilities - Other	8,902	7,200	124%	6,617	135%	46,200	49,530
199	200	100%	(4)	-4598%	Utilities - Telephone/Fax	397	400	99%	451	88%	2,400	2,303
228	216	106%	244	94%	Utilities - Water	424	432	98%	448	95%	2,592	2,594
3,100	1,300	238%	1,042	297%	Advertising & Promotion	3,776	2,600	145%	1,855	204%	28,800	28,625
266	350	76%	308	87%	Bank Charges	528	700	75%	646	82%	4,400	3,514
(473)	0	0%	(6)	7608%	Cash Short/(Over)	(484)	0	0%	(43)	1132%	0	(706)
190	270	70%	240	79%	Cell Phone	430	520	83%	480	90%	3,220	2,730

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,532	3,245	78%	3,145	81%	City Surcharge R & R	5,460	5,208	105%	5,008	109%	44,187	41,292
5,032	3,100	162%	3,062	164%	Credit Card Discounts	11,175	7,100	157%	7,033	159%	42,800	58,682
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	(58)
110	100	110%	65	169%	Dues & Subscriptions	310	1,050	30%	995	31%	3,300	1,954
602	0	0%	0	0%	Education & Training	602	0	0%	0	0%	740	2,537
2,816	150	1877%	0	0%	Employee Relations	4,737	400	1184%	121	3904%	6,400	13,503
0	0	0%	34	0%	Employee Testing	0	0	0%	34	0%	64	113
9,213	8,500	108%	7,675	120%	Insurance Expense	18,427	17,000	108%	15,350	120%	102,000	99,726
0	50	0%	6	0%	Member Relations	407	100	407%	6	6783%	600	(3,587)
0	0	0%	8	0%	Miscellaneous	0	0	0%	8	0%	0	0
2,000	2,000	100%	2,000	100%	O/S - Accounting	2,000	2,000	100%	2,000	100%	19,500	20,500
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
465	400	116%	380	122%	Payroll Processing Fee	940	800	118%	758	124%	5,170	5,604
153	200	77%	179	86%	Postage/Shipping	288	400	72%	399	72%	2,180	1,922
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(60)	0	0%	(60)	100%	200	(215)
0	0	0%	0	0%	Travel - Meals	0	0	0%	0	0%	850	246
27	700	4%	668	4%	Travel - Other	168	1,400	12%	7,668	2%	4,000	3,325
0	20	0%	0	0%	Employee Meals	0	40	0%	0	0%	240	25
64,546	65,114	99%	56,111	115%	TOTAL OPERATING EXPENSES	141,538	137,136	103%	126,054	112%	828,099	853,122
(28,021)	(4,358)	643%	7,840	-357%	EBITDA	(45,161)	(74,858)	60%	(51,692)	87%	85,774	188,480
6,592	6,592	100%	6,400	103%	Management Fee	13,184	13,184	100%	12,674	104%	79,104	77,184
6,592	6,592	100%	6,400	103%	Management Fees	13,184	13,184	100%	12,674	104%	79,104	77,184
23	23	100%	23	100%	Deprec - Mach & Equip	46	46	100%	46	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	145	145	100%	145	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	191	191	100%	191	100%	1,146	1,146
(34,708)	(11,045)	314%	1,344	-2582%	NET INCOME	(58,536)	(88,233)	66%	(64,557)	91%	5,524	110,150

The Golf Club at Cypress Head
Course & Grounds
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
70,408	95,281	74%	86,203	82%	Green Fees	150,482	149,773	100%	134,039	112%	1,227,781	1,182,477
2,532	3,245	78%	3,145	81%	City Surcharge R & R	5,460	5,208	105%	5,008	109%	44,187	41,292
72,940	98,526	74%	89,347	82%	Total Revenues	155,941	154,981	101%	139,047	112%	1,271,968	1,223,769
72,940	98,526	74%	89,347	82%	GROSS MARGIN	155,941	154,981	101%	139,047	112%	1,271,968	1,223,769
					PAYROLL							
11,253	11,378	99%	10,926	103%	Gross Payroll - Salaried	22,969	22,757	101%	21,139	109%	136,539	133,802
22,999	27,146	85%	23,483	98%	Gross Payroll - Hourly	46,256	53,593	86%	47,915	97%	328,670	261,717
34,252	38,524	89%	34,409	100%	S/T Wages	69,225	76,350	91%	69,054	100%	465,209	395,518
1,420	2,947	48%	2,545	56%	Payroll Tax - FICA	4,012	5,841	69%	5,107	79%	35,588	28,176
1,155	0	0%	7	17637%	Payroll Tax - UC	1,178	0	0%	12	9811%	819	1,887
587	759	77%	608	97%	Payroll Tax - WC	1,181	1,504	79%	1,172	101%	9,434	7,584
2,603	3,027	86%	2,171	120%	Benefits	5,333	6,052	88%	4,324	123%	36,892	28,131
5,766	6,733	86%	5,331	108%	S/T Adders	11,704	13,397	87%	10,615	110%	82,733	65,778
40,018	45,256	88%	39,740	101%	TOTAL PAYROLL	80,930	89,746	90%	79,669	102%	547,942	461,297
					OPERATING EXPENSES							
530	800	66%	0	0%	Chemicals	897	1,600	56%	751	120%	9,600	8,829
0	0	0%	64	0%	Course Accessories	1,984	2,000	99%	920	216%	7,400	9,882
738	3,200	23%	1,730	43%	Fertilizer	11,345	14,800	77%	12,197	93%	61,100	56,534
60	0	0%	0	0%	Flowers/Decor	60	0	0%	0	0%	1,500	2,506
928	1,700	55%	0	0%	Fuel	3,597	3,400	106%	2,888	125%	20,300	20,334
1,599	1,600	100%	992	161%	Fungicides	2,578	1,950	132%	992	260%	4,650	4,227
562	1,600	35%	1,564	36%	Herbicides	1,001	1,600	63%	1,564	64%	32,600	38,765
1,062	400	266%	0	0%	Insecticides	1,062	400	266%	0	0%	11,800	8,316
0	0	0%	0	0%	Sand/Topdress	994	1,200	83%	1,049	95%	12,900	14,673
0	0	0%	0	0%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	0	0%	0	0%	Small Tools	0	400	0%	264	0%	2,400	229
0	500	0%	0	0%	Staff/Volunteer Uniforms	0	500	0%	0	0%	500	875
175	900	19%	525	33%	Irrigation	350	1,800	19%	1,050	33%	10,800	5,779
83	0	0%	0	0%	Repair & Maint - Paths	276	1,500	18%	0	0%	3,000	609
1,252	1,800	70%	2,406	52%	Repair & Maint - Equipment	3,116	3,600	87%	3,214	97%	21,600	28,444
123	500	25%	0	0%	Repair & Maint - Building	387	500	77%	0	0%	1,000	2,042
12,724	7,166	178%	7,140	178%	Equipment Lease	19,890	14,332	139%	14,280	139%	85,992	91,290
279	270	103%	285	98%	Utilities - Electric	600	540	111%	568	106%	3,240	3,684
1,788	1,750	102%	1,682	106%	Utilities - Other	4,448	3,500	127%	2,938	151%	21,000	21,906
228	216	106%	244	94%	Utilities - Water	424	432	98%	448	95%	2,592	2,594
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	740	835
536	0	0%	0	0%	Employee Relations	536	100	536%	0	0%	600	1,215
0	0	0%	34	0%	Employee Testing	0	0	0%	34	0%	64	113
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
22,668	22,402	101%	16,666	136%	TOTAL OPERATING EXPENSES	57,066	59,654	96%	48,717	117%	330,078	334,501
10,255	30,867	33%	32,942	31%	EBITDA	17,946	5,581	322%	10,661	168%	393,949	427,970
10,255	30,867	33%	32,942	31%	NET INCOME	17,946	5,581	322%	10,661	168%	393,949	427,970

The Golf Club at Cypress Head
Carts
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
46,912	52,479	89%	45,815	102%	Cart Fee	99,633	88,976	112%	74,395	134%	666,486	637,555
46,912	52,479	89%	45,815	102%	Total Revenues	99,633	88,976	112%	74,395	134%	666,486	637,555
46,912	52,479	89%	45,815	102%	GROSS MARGIN	99,633	88,976	112%	74,395	134%	666,486	637,555
					PAYROLL							
10,858	15,570	70%	9,573	113%	Gross Payroll - Hourly	25,134	31,659	79%	16,949	148%	191,643	153,387
10,858	15,570	70%	9,573	113%	S/T Wages	25,134	31,659	79%	16,949	148%	191,643	153,387
520	1,191	44%	762	68%	Payroll Tax - FICA	1,644	2,422	68%	1,326	124%	14,661	11,778
400	11	3604%	48	827%	Payroll Tax - UC	466	59	792%	67	697%	1,221	1,548
223	307	73%	182	122%	Payroll Tax - WC	450	624	72%	274	164%	3,887	2,962
6	9	62%	0	0%	Benefits	11	18	62%	0	0%	110	(118)
1,148	1,518	76%	993	116%	S/T Adders	2,571	3,123	82%	1,667	154%	19,879	16,170
12,007	17,088	70%	10,566	114%	TOTAL PAYROLL	27,705	34,782	80%	18,616	149%	211,522	169,558
					OPERATING EXPENSES							
11	150	7%	149	7%	Cart Supplies	11	250	4%	231	5%	950	513
247	500	49%	521	47%	Supplies	247	500	49%	521	47%	3,250	4,008
0	0	0%	0	0%	Cart Repairs	0	300	0%	0	0%	1,950	1,928
5,705	8,577	67%	8,577	67%	Cart Lease	14,282	17,154	83%	17,154	83%	102,924	100,052
689	600	115%	605	114%	Utilities - Electric	1,334	1,100	121%	1,083	123%	8,200	8,177
6,651	9,827	68%	9,852	68%	TOTAL OPERATING EXPENSES	15,873	19,304	82%	18,989	84%	117,274	114,678
28,254	25,564	111%	25,397	111%	EBITDA	56,054	34,890	161%	36,790	152%	337,691	353,320
28,254	25,564	111%	25,397	111%	NET INCOME	56,054	34,890	161%	36,790	152%	337,691	353,320

The Golf Club at Cypress Head
Range
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
3,592	4,687	77%	3,823	94%	Range	7,716	9,210	84%	6,780	114%	83,261	69,744
3,592	4,687	77%	3,823	94%	Total Revenues	7,716	9,210	84%	6,780	114%	83,261	69,744
3,592	4,687	77%	3,823	94%	GROSS MARGIN	7,716	9,210	84%	6,780	114%	83,261	69,744
					OPERATING EXPENSES							
0	2,000	0%	2,042	0%	Range Balls	0	2,000	0%	2,042	0%	9,000	7,000
0	500	0%	512	0%	Range Equipment	0	500	0%	512	0%	1,710	1,162
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	2,300	2,672
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	3,300	3,768
0	2,500	0%	2,554	0%	TOTAL OPERATING EXPENSES	0	2,500	0%	2,554	0%	16,310	14,602
3,592	2,187	164%	1,269	283%	EBITDA	7,716	6,710	115%	4,226	183%	66,951	55,142
3,592	2,187	164%	1,269	283%	NET INCOME	7,716	6,710	115%	4,226	183%	66,951	55,142

The Golf Club at Cypress Head
Golf Shop
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
25	0	0%	0	0%	Handicap Fee	25	0	0%	0	0%	6,430	5,576
352	2,200	16%	1,998	18%	Lessons	1,127	4,200	27%	2,788	40%	31,400	16,326
720	500	144%	279	258%	Rental Clubs	1,989	1,000	199%	339	587%	7,800	10,461
17,828	9,750	183%	9,610	186%	Retail	48,101	17,250	279%	15,342	314%	225,501	319,074
18,925	12,450	152%	11,887	159%	Total Revenues	51,242	22,450	228%	18,469	277%	271,131	351,438
					COST OF GOODS SOLD							
17,729	6,825	260%	6,654	266%	COGS - Merchandise	35,374	12,075	293%	10,205	347%	157,851	227,582
17,729	6,825	260%	6,654	266%	Total COGS	35,374	12,075	293%	10,205	347%	157,851	227,582
1,196	5,625	21%	5,233	23%	GROSS MARGIN	15,867	10,375	153%	8,264	192%	113,280	123,856
99.45%	70.00%	142.06%	69.24%	143.62%	COGS - Merchandise %	73.54%	70.00%	105.06%	66.52%	110.56%	70.00%	862.64%
					PAYROLL							
3,649	3,605	101%	1,385	264%	Gross Payroll - Salaried	7,853	7,210	109%	1,385	567%	43,260	49,451
6,196	7,800	79%	7,061	88%	Gross Payroll - Hourly	12,695	15,860	80%	12,887	99%	94,900	67,843
9,846	11,405	86%	8,445	117%	S/T Wages	20,548	23,070	89%	14,272	144%	138,160	117,294
380	872	44%	644	59%	Payroll Tax - FICA	1,165	1,765	66%	1,091	107%	10,569	8,767
345	2	17019%	11	3205%	Payroll Tax - UC	358	12	2914%	14	2622%	504	722
176	225	78%	149	118%	Payroll Tax - WC	359	454	79%	234	153%	2,801	2,246
1,305	606	215%	628	208%	Benefits	2,606	1,212	215%	1,224	213%	7,385	10,379
2,207	1,705	129%	1,432	154%	S/T Adders	4,487	3,444	130%	2,564	175%	21,260	22,114
12,052	13,110	92%	9,877	122%	TOTAL PAYROLL	25,035	26,514	94%	16,835	149%	159,420	139,409
					OPERATING EXPENSES							
0	0	0%	0	0%	Office Supplies	0	100	0%	0	0%	600	138
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,688
105	1,600	7%	1,525	7%	Supplies	2,854	1,800	159%	1,705	167%	4,300	5,522
0	0	0%	0	0%	Tournament Expense	256	60	427%	0	0%	1,500	1,966
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	6,845	6,538
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	600	0
0	100	0%	0	0%	Repair & Maint - Building	0	200	0%	0	0%	400	0
602	0	0%	0	0%	Education & Training	602	0	0%	0	0%	0	602
706	1,700	42%	1,525	46%	TOTAL OPERATING EXPENSES	5,309	2,160	246%	1,705	311%	14,245	17,454
(11,563)	(9,185)	126%	(6,169)	187%	EBITDA	(14,477)	(18,299)	79%	(10,276)	141%	(60,384)	(33,007)
(11,563)	(9,185)	126%	(6,169)	187%	NET INCOME	(14,477)	(18,299)	79%	(10,276)	141%	(60,384)	(33,007)

The Golf Club at Cypress Head
G & A
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
13,703	14,229	96%	12,291	111%	Gross Payroll - Salaried	28,231	28,459	99%	23,510	120%	170,751	157,337
474	257	184%	52	921%	Gross Payroll - Hourly	538	523	103%	52	1044%	3,129	1,190
14,178	14,486	98%	12,343	115%	S/T Wages	28,769	28,981	99%	23,562	122%	173,880	158,526
506	1,108	46%	808	63%	Payroll Tax - FICA	1,529	2,217	69%	1,530	100%	13,302	10,005
461	2	19948%	0	256000%	Payroll Tax - UC	461	5	9816%	0	256300%	154	577
245	285	86%	224	110%	Payroll Tax - WC	490	571	86%	413	119%	3,525	3,004
2,320	2,567	90%	2,847	81%	Benefits	4,646	5,134	90%	5,825	80%	31,280	31,044
3,533	3,963	89%	3,880	91%	S/T Adders	7,126	7,926	90%	7,768	92%	48,262	44,629
17,710	18,449	96%	16,223	109%	TOTAL PAYROLL	35,895	36,908	97%	31,330	115%	222,142	203,155
					OPERATING EXPENSES							
127	1,000	13%	987	13%	Janitorial Supplies	638	1,400	46%	1,147	56%	7,450	6,237
0	550	0%	510	0%	Laundry/Uniforms	42	1,000	4%	921	5%	2,405	676
698	650	107%	612	114%	Office Supplies	863	1,500	58%	1,444	60%	6,150	7,446
0	0	0%	0	0%	Printing	0	0	0%	0	0%	0	16
142	150	95%	121	118%	Alarm System	284	300	95%	241	118%	2,150	1,931
845	800	106%	160	529%	Computer Service	2,093	1,600	131%	320	655%	9,600	9,241
1,000	700	143%	433	231%	Contract Cleaning	2,000	1,400	143%	1,083	185%	8,400	9,685
1,419	2,000	71%	1,830	78%	Guest Relations	1,419	2,000	71%	1,830	78%	8,700	7,848
0	0	0%	0	0%	Repair & Maint - Equipment	0	100	0%	0	0%	3,170	2,901
2,902	300	967%	225	1290%	Repair & Maint - Building	3,122	400	780%	335	932%	4,520	16,541
206	250	82%	206	100%	Off-Site Storage	412	500	82%	412	100%	3,000	2,472
2,117	1,700	125%	1,692	125%	Utilities - Other	4,454	3,700	120%	3,679	121%	25,200	27,624
199	200	100%	(4)	-4598%	Utilities - Telephone/Fax	397	400	99%	451	88%	2,400	2,303
266	350	76%	308	87%	Bank Charges	528	700	75%	646	82%	4,400	3,514
(473)	0	0%	(6)	7608%	Cash Short/(Over)	(484)	0	0%	(43)	1132%	0	(706)
190	270	70%	240	79%	Cell Phone	430	520	83%	480	90%	3,220	2,730
2,532	3,245	78%	3,145	81%	City Surcharge R & R	5,460	5,208	105%	5,008	109%	44,187	41,292
5,032	3,100	162%	3,062	164%	Credit Card Discounts	11,175	7,100	157%	7,033	159%	42,800	58,682
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	(58)
110	100	110%	65	169%	Dues & Subscriptions	310	1,050	30%	995	31%	3,300	1,954
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
2,280	150	1520%	0	0%	Employee Relations	4,202	300	1401%	121	3463%	5,800	12,288
9,213	8,500	108%	7,675	120%	Insurance Expense	18,427	17,000	108%	15,350	120%	102,000	99,726
0	50	0%	6	0%	Member Relations	407	100	407%	6	6783%	600	(3,587)
0	0	0%	8	0%	Miscellaneous	0	0	0%	8	0%	0	0
2,000	2,000	100%	2,000	100%	O/S - Accounting	2,000	2,000	100%	2,000	100%	19,500	20,500
465	400	116%	380	122%	Payroll Processing Fee	940	800	118%	758	124%	5,170	5,604
153	200	77%	179	86%	Postage/Shipping	288	400	72%	399	72%	2,180	1,922
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(60)	0	0%	(60)	100%	0	(215)
0	0	0%	0	0%	Travel - Meals	0	0	0%	0	0%	850	246
27	700	4%	668	4%	Travel - Other	168	1,400	12%	7,668	2%	4,000	3,325
0	20	0%	0	0%	Employee Meals	0	40	0%	0	0%	240	25
31,421	27,385	115%	24,473	128%	TOTAL OPERATING EXPENSES	59,514	50,918	117%	52,234	114%	321,392	343,262
(49,131)	(45,834)	107%	(40,696)	121%	EBITDA	(95,409)	(87,826)	109%	(83,564)	114%	(543,534)	(546,417)
6,592	6,592	100%	6,400	103%	Management Fee	13,184	13,184	100%	12,674	104%	79,104	77,184
6,592	6,592	100%	6,400	103%	Management Fees	13,184	13,184	100%	12,674	104%	79,104	77,184
23	23	100%	23	100%	Deprec - Mach & Equip	46	46	100%	46	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	145	145	100%	145	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	191	191	100%	191	100%	1,146	1,146
(55,819)	(52,522)	106%	(47,191)	118%	NET INCOME	(108,784)	(101,201)	107%	(96,429)	113%	(623,784)	(624,747)

The Golf Club at Cypress Head
Marketing
For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
5,238	5,500	95%	3,490	150%	Gross Payroll - Salaried	11,500	11,000	105%	6,904	167%	66,000	28,542
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	0	0%	0	7,008
5,238	5,500	95%	3,490	150%	S/T Wages	11,500	11,000	105%	6,904	167%	66,000	35,550
191	421	45%	264	72%	Payroll Tax - FICA	670	842	80%	549	122%	5,049	2,597
191	5	4251%	0	0%	Payroll Tax - UC	232	9	2573%	0	0%	117	310
92	108	85%	64	144%	Payroll Tax - WC	198	217	91%	132	150%	1,338	553
615	624	99%	44	1405%	Benefits	615	1,247	49%	89	688%	7,594	895
1,089	1,157	94%	372	293%	S/T Adders	1,714	2,314	74%	770	223%	14,098	4,355
6,327	6,657	95%	3,862	164%	TOTAL PAYROLL	13,214	13,314	99%	7,674	172%	80,098	39,904
					OPERATING EXPENSES							
3,100	1,300	238%	1,042	297%	Advertising & Promotion	3,776	2,600	145%	1,855	204%	28,800	28,625
3,100	1,300	238%	1,042	297%	TOTAL OPERATING EXPENSES	3,776	2,600	145%	1,855	204%	28,800	28,625
(9,427)	(7,957)	118%	(4,904)	192%	EBITDA	(16,990)	(15,914)	107%	(9,529)	178%	(108,898)	(68,529)
(9,427)	(7,957)	118%	(4,904)	192%	NET INCOME	(16,990)	(15,914)	107%	(9,529)	178%	(108,898)	(68,529)

The Golf Club at Cypress Head

For the Two Months Ending November 30, 2023

	11/30/23	09/30/23	11/30/22
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	285,426	297,893	267,765
Cash - Payroll	49,507	50,184	8,202
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	336,282	349,427	277,317
Accounts Receivable			
A/R Member	3,379	47,275	430
Total Accounts Recievable	3,379	47,275	430
Other Current Assets			
Inventory - Merchandise	111,070	99,360	40,867
Prepaid Insurance	26,625	45,051	23,559
Prepaid Exp - Other	50,684	11,388	29,766
Total Other Current Assets	188,379	155,800	94,191
TOTAL CURRENT ASSETS	528,040	552,502	371,939
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(32,452)	(32,261)	(31,306)
TOTAL PROPERTY, PLANT AND EQUIPMENT	3,696	3,887	4,842
TOTAL ASSETS	531,736	556,389	376,781

The Golf Club at Cypress Head

For the Two Months Ending November 30, 2023

	11/30/23	09/30/23	11/30/22
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	92,675	51,356	53,614
Accts Pay - Other	125,164	123,980	124,029
Accrued Expenses	2,000	490	0
Accrued Payroll	47,283	32,567	40,342
Accrued Taxes	8,159	7,122	9,264
Deferred Revenue	210,663	236,547	213,890
TOTAL CURRENT LIBILITIES	485,944	452,061	441,139
TOTAL LIABILITIES	485,944	452,061	441,139
STOCKHOLDER'S EQUITY			
Retained Earnings	45,792	104,328	(64,358)
Net Retained Earnings	45,792	104,328	(64,358)
Stockholders Equity	45,792	104,328	(64,358)
TOTAL STOCKHOLDER'S EQUITY	45,792	104,328	(64,358)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	531,736	556,389	376,781

The Golf Club at Cypress Head

For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
117,321	147,760	79%	132,018	89%	Green Fees & Cart Fees	250,115	238,749	105%	208,434	120%	1,894,268	1,820,032
17,828	9,750	183%	9,610	186%	Merchandise	48,101	17,250	279%	15,342	314%	225,501	319,074
1,097	2,700	41%	2,277	48%	Other Pro Shop	3,141	5,200	60%	3,127	100%	45,630	32,364
3,592	4,687	77%	3,823	94%	Range	7,716	9,210	84%	6,780	114%	83,261	69,744
2,532	3,245	78%	3,145	81%	Other Operating Revenues	5,460	5,208	105%	5,008	109%	44,187	41,292
142,369	168,142	85%	150,872	94%	TOTAL REVENUE	314,532	275,617	114%	238,692	132%	2,292,847	2,282,506
					COST OF SALES							
17,729	6,825	260%	6,654	266%	Merchandise	35,374	12,075	293%	10,205	347%	157,851	227,582
17,729	6,825	260%	6,654	266%	TOTAL COGS	35,374	12,075	293%	10,205	347%	157,851	227,582
99.4%	70.0%	142.1%	69.2%	143.6%	COGS - Merchandise %	73.5%	70.0%	105.1%	66.5%	110.6%	70.0%	862.6%
					PAYROLL							
40,018	45,256	88%	39,740	101%	Course and Grounds	80,930	89,746	90%	79,669	102%	547,942	461,297
12,007	17,088	70%	10,566	114%	Carts, Range, Starters, Etc.	27,705	34,782	80%	18,616	149%	211,522	169,558
12,052	13,110	92%	9,877	122%	Pro Shop	25,035	26,514	94%	16,835	149%	159,420	139,409
17,710	18,449	96%	16,223	109%	General and Administrative	35,895	36,908	97%	31,330	115%	222,142	203,155
6,327	6,657	95%	3,862	164%	Marketing	13,214	13,314	99%	7,674	172%	80,098	39,904
88,114	100,561	88%	80,267	110%	TOTAL PAYROLL	182,780	201,264	91%	154,125	119%	1,221,123	1,013,322
					OPERATING EXPENSES							
22,668	22,402	101%	16,666	136%	Course and Grounds	57,066	59,654	96%	48,717	117%	330,078	334,501
6,651	12,327	54%	12,406	54%	Carts, Range, Starters, Etc.	15,873	21,804	73%	21,543	74%	133,584	129,279
706	1,700	42%	1,525	46%	Pro Shop	5,309	2,160	246%	1,705	311%	14,245	17,454
31,421	27,385	115%	24,473	128%	General and Administrative	59,514	50,918	117%	52,234	114%	321,392	343,262
3,100	1,300	238%	1,042	297%	Marketing	3,776	2,600	145%	1,855	204%	28,800	28,625
64,546	65,114	99%	56,111	115%	TOTAL OPERATING EXPENSES	141,538	137,136	103%	126,054	112%	828,099	853,122
170,390	172,500	99%	143,033	119%	TOTAL EXPENSES	359,693	350,475	103%	290,384	124%	2,207,072	2,094,025
(28,021)	(4,358)	643%	7,840	-357%	EBITDA	(45,161)	(74,858)	60%	(51,692)	87%	85,774	188,480

The Golf Club at Cypress Head

For the Two Months Ending November 30, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(28,021)	(4,358)	643%	7,840	-357%	EBITDA	(45,161)	(74,858)	60%	(51,692)	87%	85,774	188,480
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(13,184)	(13,184)	100%	(12,674)	104%	(79,104)	(77,184)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(191)	(191)	100%	(191)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(191)	(191)	100%	(191)	100%	(1,146)	(1,146)
(34,708)	(11,045)	314%	1,344	-2582%	NET INCOME	(58,536)	(88,233)	66%	(64,557)	91%	5,524	110,150
2,746	3,466	79%	3,326	83%	Paid Rounds	5,894	5,680	104%	5,412	109%	43,894	45,579
308	312	99%	312	99%	Annual Pass Rounds	677	518	131%	518	131%	4,795	4,322
208	238	87%	238	87%	Other Rounds	427	407	105%	407	105%	2,783	3,044
3,262	4,016	81%	3,876	84%	Total Rounds	6,998	6,605	106%	6,337	110%	51,472	52,945
52	49	107%	45	114%	Revenue/Paid Rounds	53	49	110%	44	121%	52	601
44	42	104%	39	112%	Revenue/Total Rounds	45	42	108%	38	119%	45	515

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: **From:** **To:**
Date: 11/1/2023 11/30/2023
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$337,011.50	$161,447.35	$213,033.26	($51,585.91)	$285,425.59
	10050-5950-900	Cash - Course Payroll BMO	$48,921.01	$70,000.00	$69,414.30	$585.70	$49,506.71
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$9,066.31	$11,230.24	$16,917.29	($5,687.05)	$3,379.26
	12000-5950-900	Inventory - Merchandise	$114,123.11	$14,786.28	$17,839.13	($3,052.85)	$111,070.26
	13020-5950-900	Prepaid Insurance	$35,838.03	$0.00	$9,213.41	($9,213.41)	$26,624.62
	13040-5950-900	Prepaid Exp - Other	$10,919.08	$44,163.50	$4,398.60	$39,764.90	$50,683.98
	20100-5950-900	Machinery & Equipment	$5,550.40	$0.00	$0.00	$0.00	$5,550.40
	20160-5950-900	Buildings and Improvements	$30,597.54	$0.00	$0.00	$0.00	$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	($5,017.50)	$0.00	$23.12	($23.12)	($5,040.62)
	22080-5950-900	Accum. Deprec - Buildings	($27,339.04)	$0.00	$72.41	($72.41)	($27,411.45)
	30000-5950-900	Accts Pay - Trade	($82,495.97)	$102,798.75	$112,977.64	($10,178.89)	($92,674.86)
	30040-5950-900	Accts Pay - Other	($123,831.56)	$18,986.12	$20,318.47	($1,332.35)	($125,163.91)
	31000-5950-900	Accrued Expenses	($86.19)	$86.19	$2,000.00	($1,913.81)	($2,000.00)
	31020-5950-900	Accrued Payroll	($42,460.64)	$29,892.68	$34,715.11	($4,822.43)	($47,283.07)
	31080-5950-900	Accrued Tips Payable	($182.00)	$350.00	$168.00	$182.00	$0.00
	31220-5950-900	Accrued Sales Tax	($9,935.22)	$10,481.24	$8,705.34	$1,775.90	($8,159.32)
	31400-5950-900	Accrued City Surcharge	$0.00	$2,531.89	$2,531.89	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($6,017.73)	$728.16	$1,820.59	($1,092.43)	($7,110.16)
	32020-5950-900	Deferred Rev - Outing Deposits	($25,340.10)	$12,015.15	$3,510.00	$8,505.15	($16,834.95)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($30,307.18)	$2,755.26	$0.00	$2,755.26	($27,551.92)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($36,670.73)	$3,527.79	$2,134.00	$1,393.79	($35,276.94)
	32070-5950-900	Deferred Rev - Gift Cards	($34,577.08)	$1,546.17	$9,615.00	($8,068.83)	($42,645.91)
	32100-5950-900	Deferred Rev - Credit Books	($10,621.04)	$649.81	$1,043.00	($393.19)	($11,014.23)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($77,994.81)	$8,807.79	$1,041.87	$7,765.92	($70,228.89)
	49020-5950-900	Retained Earnings - Current	($104,327.77)	$0.00	$0.00	$0.00	($104,327.77)
	50000-5950-100	Green Fees - Annual Pass	($5,991.68)	$0.00	$6,283.05	($6,283.05)	($12,274.73)
	5002A-5950-100	Green Fee - Annual	$0.00	$16.90	$16.90	$0.00	$0.00
	5003A-5950-100	Green Fee - Group	($6,412.90)	$578.00	$7,363.50	($6,785.50)	($13,198.40)
	50040-5950-100	Green Fees - Member	($777.92)	$0.00	$0.00	$0.00	($777.92)
	5006A-5950-100	Green Fee - Junior	($121.86)	$10.30	$180.02	($169.72)	($291.58)
	50070-5950-100	Green Fees - (surcharge)	($2,927.69)	$2,822.35	$5,352.36	($2,530.01)	($5,457.70)
	5007A-5950-100	Green Fee - League	($156.24)	$0.00	$0.00	$0.00	($156.24)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	($8,555.59)	$427.90	$9,432.51	($9,004.61)	($17,560.20)
	5012A-5950-100	Green Fee - Outing	($4,485.96)	$0.00	$4,661.16	($4,661.16)	($9,147.12)
	5014A-5950-100	Green Fee - Resident	($30,865.24)	$5,009.32	$26,667.03	($21,657.71)	($52,522.95)
	5015A-5950-100	Green Fee - Senior	($18,190.11)	$1,403.68	$18,590.03	($17,186.35)	($35,376.46)
	5019A-5950-100	Green Fee - Wholesale	($1,588.00)	$1,482.86	$3,613.22	($2,130.36)	($3,718.36)
	50500-5950-200	Cart Fee 18	($44,299.78)	$2,676.96	$41,408.36	($38,731.40)	($83,031.18)
	50520-5950-200	Cart Fee - Annual Trail	($8,420.72)	$0.00	$8,180.95	($8,180.95)	($16,601.67)
	52090-5950-600	Handicap Fee	$0.00	$0.00	$25.00	($25.00)	($25.00)
	52150-5950-600	Lessons	($775.00)	$0.00	$351.66	($351.66)	($1,126.66)
	52280-5950-600	Rental Clubs	($1,269.39)	$200.00	$920.00	($720.00)	($1,989.39)
	52310-5950-600	Retail	($30,272.41)	$399.54	$18,227.63	($17,828.09)	($48,100.50)
	53050-5950-220	Range Pass Revenue	($4,124.45)	$141.00	$3,732.96	($3,591.96)	($7,716.41)
	56120-5950-100	City Surcharge R & R	($2,927.69)	$0.00	$2,531.89	($2,531.89)	($5,459.58)
	60000-5950-600	COGS - Merchandise - Accessories	$17,644.87	$17,729.21	$0.00	$17,729.21	$35,374.08
	70000-5950-100	Gross Payroll - Salaried	$11,715.83	$15,379.57	$4,126.22	$11,253.35	$22,969.18
	70000-5950-600	Gross Payroll - Salaried	$4,203.92	$4,956.69	$1,307.30	$3,649.39	$7,853.31
	70000-5950-900	Gross Payroll - Salaried	$14,528.12	$18,727.69	$5,024.50	$13,703.19	$28,231.31
	70000-5950-950	Gross Payroll - Salaried	$6,262.87	$7,352.94	$2,115.39	$5,237.55	$11,500.42
	70010-5950-100	Gross Payroll - Hourly	$23,257.40	$30,417.17	$7,418.33	$22,998.84	$46,256.24

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	$14,275.76	$16,082.80	$5,224.40	$10,858.40	$25,134.16
	70010-5950-600	Gross Payroll - Hourly	$6,498.37	$8,723.62	$2,527.26	$6,196.36	$12,694.73
	70010-5950-900	Gross Payroll - Hourly	$63.44	$499.40	$25.00	$474.40	$537.84
	71000-5950-100	Payroll Tax - FICA	$2,592.00	$2,303.13	$883.17	$1,419.96	$4,011.96
	71000-5950-200	Payroll Tax - FICA	$1,124.04	$919.38	$399.66	$519.72	$1,643.76
	71000-5950-600	Payroll Tax - FICA	$784.59	$673.60	$293.34	$380.26	$1,164.85
	71000-5950-900	Payroll Tax - FICA	$1,022.47	$892.75	$386.28	$506.47	$1,528.94
	71000-5950-950	Payroll Tax - FICA	$479.12	$352.76	$161.83	$190.93	$670.05
	71010-5950-100	Payroll Tax - UC	$23.04	$1,155.25	$0.00	$1,155.25	$1,178.29
	71010-5950-200	Payroll Tax - UC	$65.98	$400.41	$0.00	$400.41	$466.39
	71010-5950-600	Payroll Tax - UC	$12.38	$345.49	$0.00	$345.49	$357.87
	71010-5950-900	Payroll Tax - UC	$0.54	$460.80	$0.00	$460.80	$461.34
	71010-5950-950	Payroll Tax - UC	$40.27	$191.28	$0.00	$191.28	$231.55
	71020-5950-100	Payroll Tax - WC	$594.26	$587.19	$0.00	$587.19	$1,181.45
	71020-5950-200	Payroll Tax - WC	$226.95	$222.77	$0.00	$222.77	$449.72
	71020-5950-600	Payroll Tax - WC	$183.41	$175.71	$0.00	$175.71	$359.12
	71020-5950-900	Payroll Tax - WC	$244.57	$245.42	$0.00	$245.42	$489.99
	71020-5950-950	Payroll Tax - WC	$105.27	$92.35	$0.00	$92.35	$197.62
	71030-5950-100	Benefits	$2,729.40	$5,509.04	$2,905.81	$2,603.23	$5,332.63
	71030-5950-200	Benefits	$5.86	$415.26	$409.71	$5.55	$11.41
	71030-5950-600	Benefits	$1,300.35	$2,371.23	$1,066.02	$1,305.21	$2,605.56
	71030-5950-900	Benefits	$2,325.87	$4,452.38	$2,132.38	$2,320.00	$4,645.87
	71030-5950-950	Benefits	$0.00	$856.53	$241.74	$614.79	$614.79
	80110-5950-200	Cart Supplies	$0.00	$10.64	$0.00	$10.64	$10.64
	80120-5950-100	Chemicals	$367.37	$530.00	$0.00	$530.00	$897.37
	80170-5950-100	Course Accessories	$1,983.86	$0.00	$0.00	$0.00	$1,983.86
	80230-5950-100	Fertilizer	$10,606.85	$738.00	$0.00	$738.00	$11,344.85
	80250-5950-100	Flowers/Decor	$0.00	$59.82	$0.00	$59.82	$59.82
	80270-5950-100	Fuel	$2,669.12	$928.19	$0.00	$928.19	$3,597.31
	80280-5950-100	Fungicides	$978.76	$1,599.00	$0.00	$1,599.00	$2,577.76
	80320-5950-100	Herbicides	$439.15	$561.92	$0.00	$561.92	$1,001.07
	80370-5950-100	Insecticides	$0.00	$1,062.29	$0.00	$1,062.29	$1,062.29
	80380-5950-900	Janitorial Supplies	$510.82	$127.15	$0.00	$127.15	$637.97
	80420-5950-900	Laundry/Uniforms	$41.50	$0.00	$0.00	$0.00	$41.50
	80520-5950-900	Office Supplies	$164.98	$697.92	$0.00	$697.92	$862.90
	80590-5950-600	Printing	$1,597.80	$0.00	$0.00	$0.00	$1,597.80
	80690-5950-100	Sand/Topdress	$994.34	$0.00	$0.00	$0.00	$994.34
	80710-5950-100	Seeds/Trees	$3,520.00	$0.00	$0.00	$0.00	$3,520.00
	80780-5950-200	Supplies	$0.00	$246.97	$0.00	$246.97	$246.97
	80780-5950-600	Supplies	$2,748.98	$104.87	$0.00	$104.87	$2,853.85
	80810-5950-600	Tournament Expense	$255.95	$0.00	$0.00	$0.00	$255.95
	81010-5950-900	Alarm System	$142.00	$142.00	$0.00	$142.00	$284.00
	81130-5950-900	Computer Service	$1,247.80	$895.30	$50.49	$844.81	$2,092.61
	81140-5950-900	Contract Cleaning	$1,000.00	$1,000.00	$0.00	$1,000.00	$2,000.00
	81200-5950-900	Guest Relations	$0.00	$1,419.16	$0.00	$1,419.16	$1,419.16
	81250-5950-100	Irrigation	$175.00	$175.00	$0.00	$175.00	$350.00
	81340-5950-100	Repair & Maint - Paths	$192.54	$82.98	$0.00	$82.98	$275.52
	81350-5950-100	Repair & Maint - Equipment	$1,863.64	$1,252.28	$0.00	$1,252.28	$3,115.92
	81360-5950-100	Repair & Maint - Building	$263.58	$123.49	$0.00	$123.49	$387.07
	81360-5950-900	Repair & Maint - Building	$220.00	$2,901.93	$0.00	$2,901.93	$3,121.93
	82000-5950-200	Cart Lease	$8,577.00	$7,141.00	$1,436.00	$5,705.00	$14,282.00
	82020-5950-100	Equipment Lease	$7,166.00	$12,724.00	$0.00	$12,724.00	$19,890.00
	82060-5950-900	Off-Site Storage	$206.00	$206.00	$0.00	$206.00	$412.00
	83000-5950-100	Utlities - Electric	$321.38	$279.07	$0.00	$279.07	$600.45
	83000-5950-200	Utilities - Electric	$645.11	$688.73	$0.00	$688.73	$1,333.84
	83020-5950-100	Utlities - Other	$2,660.02	$1,787.88	$0.00	$1,787.88	$4,447.90
	83020-5950-900	Utilities - Other	$2,336.78	$2,117.10	$0.00	$2,117.10	$4,453.88
	83030-5950-900	Utilities - Telephone/Fax	$197.99	$199.11	$0.00	$199.11	$397.10
	83050-5950-100	Utlities - Water	$196.48	$228.00	$0.00	$228.00	$424.48
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$675.87	$3,100.00	$0.00	$3,100.00	$3,775.87

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85020-5950-900	Bank Charges	$261.28	$266.49	$0.00	$266.49	$527.77
	85050-5950-900	Cash Short/(Over)	($10.57)	$728.82	$1,202.05	($473.23)	($483.80)
	85060-5950-900	Cell Phone	$240.00	$190.00	$0.00	$190.00	$430.00
	85070-5950-900	City Surcharge R & R	$2,927.69	$2,531.89	$0.00	$2,531.89	$5,459.58
	85120-5950-900	Credit Card Discounts	$6,143.12	$5,032.20	$0.00	$5,032.20	$11,175.32
	85150-5950-900	Dues & Subscriptions	$200.00	$110.00	$0.00	$110.00	$310.00
	85160-5950-600	Education & Training	$0.00	$601.50	$0.00	$601.50	$601.50
	85190-5950-100	Employee Relations	$0.00	$535.64	$0.00	$535.64	$535.64
	85190-5950-900	Employee Relations	$1,921.59	$2,280.07	$0.00	$2,280.07	$4,201.66
	85280-5950-900	Insurance Expense	$9,213.41	$9,213.41	$0.00	$9,213.41	$18,426.82
	85320-5950-900	Member Relations	$407.00	$0.00	$0.00	$0.00	$407.00
	85390-5950-900	O/S - Accounting	$0.00	$2,000.00	$0.00	$2,000.00	$2,000.00
	85480-5950-900	Payroll Processing Fee	$475.64	$464.83	$0.00	$464.83	$940.47
	85490-5950-900	Postage/Shipping	$134.34	$203.91	$50.46	$153.45	$287.79
	85610-5950-900	Tax/Licenses/Fees	($30.00)	$0.00	$30.00	($30.00)	($60.00)
	85720-5950-900	Travel - Other	$141.56	$26.91	$0.00	$26.91	$168.47
	90000-5950-900	Management Fee	$6,592.00	$6,592.00	$0.00	$6,592.00	$13,184.00
	98020-5950-900	Deprec - Mach & Equip	$23.12	$23.12	$0.00	$23.12	$46.24
	98040-5950-900	Deprec - Buildings	$72.41	$72.41	$0.00	$72.41	$144.82
	R002A-5950-100	Rounds - Annual	12,956.00	315.00	7.00	308.00	13,264.00
	R003A-5950-100	Rounds - Group	15,672.00	319.00	25.00	294.00	15,966.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,865.00	48.00	7.00	41.00	1,906.00
	R007A-5950-100	Rounds - Green Fee - League	15,054.00	0.00	0.00	0.00	15,054.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	8,096.00	277.00	13.00	264.00	8,360.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	791.00	21.00	0.00	21.00	812.00
	R012A-5950-100	Rounds - Green Fee - Outing	9,360.00	168.00	0.00	168.00	9,528.00
	R014A-5950-100	Rounds - Resident	57,381.00	1,365.00	51.00	1,314.00	58,695.00
	R015A-5950-100	Rounds - Green Fee - Senior	23,201.00	636.00	46.00	590.00	23,791.00
	R016A-5950-100	Rounds - Green Fee - Staff	4,903.00	124.00	0.00	124.00	5,027.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,328.00	66.00	3.00	63.00	3,391.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	479.00	115.00	40.00	75.00	554.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**151**	**$0.00**	**$728,448.00**	**$728,448.00**	**$0.00**	**$0.00**

The Golf Club at Cypress Head
Comparative Income Statement
For the Two Months Ending November 30, 2023

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	132,018	208,434	1,778,351	12%	117,321	250,115	1,894,268	13%
Merchandise	9,610	15,342	286,316	5%	17,828	48,101	225,501	21%
Other Pro Shop	2,277	3,127	32,350	10%	1,097	3,141	45,630	7%
Range	3,823	6,780	68,808	10%	3,592	7,716	83,261	9%
Other Operating Revenues	3,145	5,008	40,841	12%	2,532	5,460	44,187	12%
TOTAL REVENUE	150,872	238,692	2,206,665	11%	142,369	314,532	2,292,847	14%
COST OF SALES								
Merchandise	6,654	10,205	202,413	5%	17,729	35,374	157,851	22%
TOTAL COGS	6,654	10,205	202,413	5%	17,729	35,374	157,851	22%
COGS - Merchandise %	69.2%	66.5%	70.7%	94.1%	99.4%	73.5%	70.0%	105.1%
PAYROLL								
Course and Grounds	39,740	79,669	460,036	17%	40,018	80,930	547,942	15%
Carts, Range, Starters, Etc.	10,566	18,616	160,468	12%	12,007	27,705	211,522	13%
Pro Shop	9,877	16,835	131,209	13%	12,052	25,035	159,420	16%
General and Administrative	16,223	31,330	198,590	16%	17,710	35,895	222,142	16%
Marketing	3,862	7,674	34,364	22%	6,327	13,214	80,098	16%
TOTAL PAYROLL	80,267	154,125	984,667	16%	88,114	182,780	1,221,123	15%
OPERATING EXPENSES								
Course and Grounds	16,666	48,717	326,153	15%	22,668	57,066	330,078	17%
Carts, Range, Starters, Etc.	12,406	21,543	134,949	16%	6,651	15,873	133,584	12%
Pro Shop	1,525	1,705	13,850	12%	706	5,309	14,245	37%
General and Administrative	24,473	52,234	335,982	16%	31,421	59,514	321,392	19%
Marketing	1,042	1,855	26,704	7%	3,100	3,776	28,800	13%
TOTAL OPERATING EXPENSES	56,111	126,054	837,637	15%	64,546	141,538	828,099	17%
TOTAL EXPENSES	143,033	290,384	2,024,717	14%	170,390	359,693	2,207,072	16%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(12,674)	(76,674)	17%	(6,592)	(13,184)	(79,104)	17%
Depreciation & Amortization	(96)	(191)	(1,146)	17%	(96)	(191)	(1,146)	17%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(12,865)	(77,820)	17%	(6,688)	(13,375)	(80,250)	17%
NET INCOME	1,344	(64,557)	104,129	-62%	(34,708)	(58,536)	5,524	-1060%
Paid Rounds	3,326	5,412	45,097		2,746	5,894	43,894	
Annual Pass Rounds	212	518	4,163		308	677	4,795	
Other Rounds	238	407	3,024		208	427	783	
Total Rounds	3,876	6,337	52,284		3,262	6,998	51,472	
Revenue/Paid Rounds	45	44	49		52	53	52	
Revenue/Total Rounds	39	38	42		44	45	45	

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January 18, 2024

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for November 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING NOVEMBER 2023									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 70,408	$ 95,281	$ (24,873)		$ 150,482	$ 149,773	$ 134,039	$ 709	
Cart Fees	$ 46,912	$ 52,479	$ (5,567)		$ 52,721	$ 36,497	$ 28,581	$ 16,224	
Range	$ 4,124	$ 4,523	$ (399)		$ 4,124	$ 4,523	$ 2,957	$ (399)	
Pro- Shop Revenues	$ 32,317	$ 10,000	$ 22,317		$ 32,317	$ 10,000	$ 6,582	$ 22,317	
City Surcharge R/R	$ 2,928	$ 1,963	$ 965		$ 2,928	$ 1,963	$ 1,863	$ 965	
Total Revenue	**$ 156,689**	**$ 164,246**	**$ (7,557)**		**$ 242,572**	**$ 202,756**	**$ 174,022**	**$ 39,816**	
Cost of Sales	$ 17,645	$ 5,250	$ 12,395		$ 17,645	$ 5,250	$ 3,551	$ 12,395	
Merchandise	$ 17,645	$ 5,250	$ 12,395	61%	$ 17,645	$ 5,250	$ 3,551	$ 12,395	71%
Gross Margin	**$ 139,044**	**$ 158,996**	**$ (19,952)**		**$ 224,927**	**$ 197,506**	**$ 170,471**	**$ 27,421**	
Total Payroll	$ 94,666	$ 100,703	$ (6,037)		$ 94,666	$ 100,703	$ 73,858	$ (6,037)	
Total Operating Expenses	$ 76,992	$ 72,022	$ 4,970		$ 76,992	$ 72,022	$ 69,942	$ 4,970	
EBITDA	**$ (32,614)**	**$ (13,729)**	$ (18,885)		**$ 53,269**	**$ 24,781**	**$ 26,671**	$ 28,488	
Other Expenses	**$ 6,400**	**$ 6,434**	**$ (34)**		**$ 70,274**	**$ 70,774**	**$ 69,382**	**$ (500)**	
Management Fee	$ 6,592	$ 6,592	$ -		$ 6,592	$ 6,592	$ 6,274	$ -	
Interest Expense	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
Depreciation	$ 96	$ 96	$ -		$ 96	$ 96	$ 96	$ -	
Net Cash From Ops	**$ (39,014)**	**$ (20,163)**	**$ (18,851)**		**$ (17,005)**	**$ (45,993)**	**$ (42,711)**	**$ 28,988**	
Rounds									
Total Rounds	**3,736**	**2,589**	**1,147**		**3,736**	**2,589**	**2,461**	**1,147**	
Paid Rounds	**3,148**	**2,214**	**934**		**3,148**	**2,214**	**2,086**	**934**	
Avg. GF/CF Total rounds	**$31.40**	**$57.07**	**$ (25.67)**		**$54.39**	**$71.95**	**$66.08**	**$ (17.56)**	
Avg. GF/CF Paid rounds	**$37.27**	**$66.74**	**$ (29.47)**		**$64.55**	**$84.13**	**$77.96**	**$ (19.58)**	
Avg. Merchandise/round	**$8.65**	**$3.86**	**$ 4.79**		**$8.65**	**$3.86**	**$2.67**	**$ 4.79**	

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Overview:

- Total revenues for November finished $25.7K shy of budget for the month. With 9.17" of rain recorded in November, the golf course realized 7 unplayable days, and 2 others significantly affected by intermittent weather and cart paths only. The average high temperatures were 74.5 degrees. Total Revenues came in at $142.4K. We played 3,262 total rounds to a budget of 4,016 (under by 754). The 3rd week of November saw a massive rain event that severely impacted play, with 3 days the golf course being completely closed.

- Total Payroll for the month was $88.1K, under by $12.4K. Total Operating Expenses were $64.5K, under by $500.

- Rounds were shy of budget by 19%, range revenue ($3.6K) missed budget by 23%, with several days of closure due to wet conditions.

- While we missed monthly EBITDA and Net Income projections by $23.7K, we are still ahead of YTD projections by $29.7K.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

- We have gotten quotes for the cart path work and are aiming for a late May start for the front 9 project.
- We have 3 different contractors targeted regarding the bunker renovations with an estimated start in November 2024. Thus far only one has responded.
- Range netting repairs have been approved for $26K.

Tee Sheet Activity:

- There were 3,262 total rounds for the month which included 2,746 paid rounds, 308 Annual Pass rounds and 208 other rounds. These numbers fall 19% of budget and 16% less than prior year. We hosted 87 rounds for our Thanksgiving Day shotgun.

- We continue to utilize Dynamic pricing throughout the Non-resident rate segment. We will continue to monitor the positive influence in ADR and will report on this in the future.

- Starters and Players Assistants have been getting rave reviews for their assistance at the first tee and on the golf course. Their presence has helped us get great reviews on our customer service and pace of play.

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NOVEMBER 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	2,746	3,466	3,326	5,894	5,680	5,412
ANNUAL	308	312	312	677	518	518
OTHER	208	238	238	427	407	407
TOTAL ROUNDS	3,262	4,016	3,876	6,998	6,605	6,337

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.

- We saw 9.17" of rain in November, closing the course completely for 3 days with 5 more affected by cart path only and costing us about 750+ rounds.

- We over-seeded our teeing grounds with rye grass just prior to the heavy rains. The over-seeding came in fantastic and the course looks beautiful. Our turf coverage is the area's best and our weed control program has the course looking the best it has looked maybe ever.

Golf Shop/Carts

- The Golf Shop is "Holiday Ready" and stocked completely with all of our golfers needs (and wants). We exceeded budgeted Golf Shop sales by $6.5K in November.

- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. We currently have all carts operational.

- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded $352 in lessons in November.

- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an

influx of new home purchases in the area. The MGA averaged 75 players in November, the WGA 18-holers, about 22, and the WGA 9-holers averaged 31 players.

- We hosted 2 large tournaments, some small outings and leagues in November with 330 players, generating $14.7K in revenue and rave reviews from the participants.

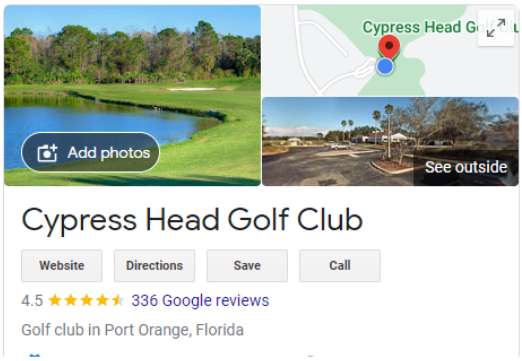
Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- Outside tournament bookings are very strong as we are booking for Fall 2024 and beyond currently.
- We hosted a photographer here for a full day, getting very high-def course shots, wildlife shots, and staff photos. These new images will provide the content necessary for current website improvements and future marketing campaigns.
- We hosted a team meeting on November 29th with all staff in attendance to discuss the trajectory of our business and how our customer service, while very good, has room for improvement, with our ultimate goal to have an NPS of 90 or above.
- We continue to maintain our database of emails with approximately 14,276 unique e-mail addresses (+134 from prior month). Our Facebook followers are at 1,557(up 7) and Instagram is up to 463 (up 1) followers.
- Nightly surveys continued to be strong in November, highlighted by 130 surveys being submitted and an NPS of 87.7 (Please see table below).

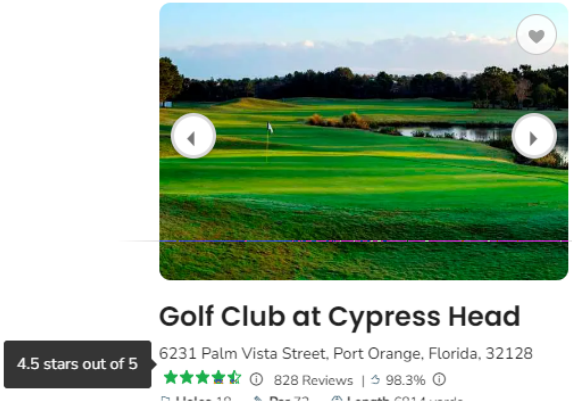
	Week of 10/29	Week of 11/05	Week of 11/12	Week of 11/19	Week of 11/26	Total
# of responses	25	43	16	23	23	130
Net Promoter Score						
Property NPS	84.0	86.0	87.5	91.3	91.3	87.7
Key Metrics						
Likelihood to Return	9.8	9.8	9.8	9.9	9.8	9.8
Overall Experience Satisfaction	9.2	9.5	9.4	9.6	9.7	9.5
Service Satisfaction	9.8	9.6	9.6	9.9	9.8	9.8

KemperSports™

Current Google Ratings



Current GolfNow Ratings



KemperSports™

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.
- We participate in weekly GM calls and monthly webinars designed to share best practices used at Kemper properties throughout the country.
- Matt Lindley stays in constant contact with Jeff Dayton with regards to long term planning for the property

Insights:

- The Golf Advisory Board seems very pleased in the direction of the property and is working well with Jeff Dayton and Darren Bache.
- Our 2 main focal points are bunkers and cart paths, both in the procurement and scheduling phase.

Year to Date Summary

After a solid start in October, the rains came in November. We lost the 3rd week of the month to heavy rains and unplayable conditions. Even with an off month in all revenue categories, we are still well ahead of our YTD target and are positioned well for our peak season traffic. We will continue to make necessary upgrades and elevate the golf experience at Cypress Head.

Respectfully Submitted,

Jeff Dayton, PGA
General Manager
Cypress Head Golf Club

Matt Lindley
Vice President Operations
KemperSports Management

The Golf Club at Cypress Head

For the Month Ending December 31, 2023

	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23
REVENUES													
Green Fees & Cart Fees	151,836.60	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69	117,320.82	155,131.80
Merchandise	21,332.57	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41	17,828.09	17,287.31
Other Pro Shop	1,634.60	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00	2,044.39	1,096.66	1,794.39
Range	4,403.90	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96	5,358.83
Other Operating Revenues	3,446.98	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69	2,531.89	2,939.85
TOTAL REVENUE	182,654.65	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34	172,162.63	142,369.42	182,512.18
COST OF SALES													
Merchandise	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03
TOTAL COGS	16,313.10	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03
COGS - Merchandise %	76.5%	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%	95.6%
PAYROLL													
Course and Grounds	37,444.77	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93	40,017.82	39,012.23
Carts, Range, Starters, Etc.	11,495.02	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59	12,006.85	14,286.58
Pro Shop	9,654.01	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75	12,983.02	12,052.42	11,954.46
General and Administrative	17,041.98	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	35,538.54	18,185.01	17,710.28	20,725.26
Marketing	5,058.98	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53	6,326.90	9,608.16
TOTAL PAYROLL	80,694.76	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37	104,030.51	94,666.08	88,114.27	95,586.69
OPERATING EXPENSES													
Course and Grounds	22,238.01	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	23,080.05	32,473.09	22,667.56	27,606.37
Carts, Range, Starters, Etc.	11,790.97	13,003.55	14,509.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00	9,222.11	6,651.34	10,549.89
Pro Shop	648.62	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57	75.61	799.35	4,602.73	706.37	2,798.88
General and Administrative	34,144.79	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	35,867.52	28,092.93	31,421.20	33,367.23
Marketing	2,176.64	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87	3,100.00	2,378.62
TOTAL OPERATING EXPENSE	70,999.03	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40	72,129.19	75,066.73	64,546.47	76,700.99
TOTAL EXPENSES	168,006.89	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95	189,397.00	187,377.68	170,389.95	188,810.71
EBITDA	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(56,118.66)	(15,215.05)	(28,020.53)	(6,298.53)

The Golf Club at Cypress Head

For the Month Ending December 31, 2023

	12/31/22	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23
EBITDA	14,647.76	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(56,118.66)	(15,215.05)	(28,020.53)	(6,298.53)
MANAGEMENT FEES	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,592.00)	(6,592.00)	(6,592.00)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income/(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain/(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	8,152.23	60,895.16	57,365.62	76,897.32	57,185.66	4,098.22	(2,330.52)	(4,183.52)	(46,433.31)	(62,614.19)	(21,902.58)	(34,708.06)	(12,986.06)
Paid Rounds	3,631.00	4,514.00	4,848.00	5,285.00	4,537.00	3,928.00	3,889.00	3,619.00	2,669.00	2,765.00	3,148.00	2,746.00	3,009.00
Annual Pass Rounds	353.00	411.00	413.00	414.00	406.00	351.00	325.00	298.00	336.00	338.00	369.00	308.00	361.00
Other Rounds	236.00	301.00	268.00	295.00	247.00	254.00	282.00	236.00	258.00	240.00	219.00	208.00	315.00
Total Rounds	4,220.00	5,226.00	5,529.00	5,994.00	5,190.00	4,533.00	4,496.00	4,153.00	3,263.00	3,343.00	3,736.00	3,262.00	3,685.00
Revenue/Paid Rounds	50.30	49.58	52.25	50.21	51.87	50.59	44.99	45.55	50.86	48.20	54.69	51.85	60.66
Revenue/Total Rounds	43.28	42.82	45.81	44.27	45.34	43.84	38.92	39.70	41.60	39.87	46.08	43.64	49.53
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2023

	12/31/23	09/30/23	12/31/22
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	225,837	297,893	248,677
Cash - Payroll	80,731	50,456	12,206
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	307,917	349,699	262,233
Accounts Receivable			
A/R Member	696	47,275	372
Total Accounts Recievable	696	47,275	372
Other Current Assets			
Inventory - Merchandise	110,001	99,360	49,507
Prepaid Insurance	35,960	45,051	30,576
Prepaid Exp - Other	43,426	11,388	34,974
Total Other Current Assets	189,388	155,800	115,057
TOTAL CURRENT ASSETS	498,001	552,774	377,662
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(32,548)	(32,261)	(31,401)
TOTAL PROPERTY, PLANT AND EQUIPMENT	3,600	3,887	4,747
TOTAL ASSETS	501,601	556,661	382,408

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2023

	12/31/23	09/30/23	12/31/22
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	91,952	51,356	81,921
Accts Pay - Other	209,887	208,653	124,030
Accrued Expenses	5,610	2,415	270
Accrued Payroll	49,955	50,567	46,662
Accrued Taxes	10,451	7,122	10,764
Deferred Revenue	203,342	236,547	174,967
TOTAL CURRENT LIBILITIES	571,196	556,659	438,614
TOTAL LIABILITIES	571,196	556,659	438,614
STOCKHOLDER'S EQUITY			
Retained Earnings	(69,595)	2	(56,206)
Net Retained Earnings	(69,595)	2	(56,206)
Stockholders Equity	(69,595)	2	(56,206)
TOTAL STOCKHOLDER'S EQUITY	(69,595)	2	(56,206)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	501,601	556,661	382,408

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2023

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	151,837	360,271	1,778,351	20%	155,132	405,246	1,894,268	21%
Merchandise	21,333	36,675	286,316	13%	17,287	65,388	225,501	29%
Other Pro Shop	1,635	4,762	32,350	15%	1,794	4,935	45,630	11%
Range	4,404	11,184	68,808	16%	5,359	13,075	83,261	16%
Other Operating Revenues	3,447	8,455	40,841	21%	2,940	8,399	44,187	19%
TOTAL REVENUE	182,655	421,346	2,206,665	19%	182,512	497,044	2,292,847	22%
COST OF SALES								
Merchandise	16,313	26,518	202,413	13%	16,523	51,897	157,851	33%
TOTAL COGS	16,313	26,518	202,413	13%	16,523	51,897	157,851	33%
COGS - Merchandise %	76.5%	72.3%	70.7%	102.3%	95.6%	79.4%	70.0%	113.4%
PAYROLL								
Course and Grounds	37,445	117,114	460,036	25%	39,012	119,942	547,942	22%
Carts, Range, Starters, Etc.	11,495	30,111	160,468	19%	14,287	41,992	211,522	20%
Pro Shop	9,654	26,489	131,209	20%	11,954	36,990	159,420	23%
General and Administrative	17,042	48,372	216,590	22%	20,725	56,621	222,142	25%
Marketing	5,059	12,733	34,364	37%	9,608	22,823	80,098	28%
TOTAL PAYROLL	80,695	234,819	1,002,667	23%	95,587	278,367	1,221,123	23%
OPERATING EXPENSES								
Course and Grounds	22,238	70,955	328,078	22%	27,606	82,747	330,078	25%
Carts, Range, Starters, Etc.	11,791	33,334	134,949	25%	10,550	26,423	133,584	20%
Pro Shop	649	2,353	13,850	17%	2,799	8,108	14,245	57%
General and Administrative	34,145	86,379	335,710	26%	33,367	92,881	321,392	29%
Marketing	2,177	4,032	26,704	15%	2,379	6,154	28,800	21%
TOTAL OPERATING EXPENSES	70,999	197,053	839,290	23%	76,701	216,314	828,099	26%
TOTAL EXPENSES	168,007	458,391	2,044,370	22%	188,811	546,578	2,207,072	25%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(19,074)	(76,674)	25%	(6,592)	(19,776)	(79,104)	25%
Depreciation & Amortization	(96)	(287)	(1,146)	25%	(96)	(287)	(1,146)	25%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(19,360)	(77,820)	25%	(6,688)	(20,063)	(80,250)	25%
NET INCOME	8,152	(56,405)	84,476	-67%	(12,986)	(69,597)	5,524	-1260%
Paid Rounds	3,631	9,043	45,097		3,009	8,903	43,894	
Annual Pass Rounds	353	871	4,163		361	1,038	4,795	
Other Rounds	236	643	3,024		315	742	2,783	
Total Rounds	4,220	10,557	52,284		3,685	10,683	51,472	
Revenue/Paid Rounds	50	47	49		61	56	52	
Revenue/Total Rounds	43	40	42		50	47	45	

The Golf Club at Cypress Head
Course Cash Flow Report
December 31, 2023

	December	*YTD*
EBITDA	**($6,298.53)**	**($49,534.11)**
Management Fee Expense	**(6,592.00)**	**(19,776.00)**
Depreciation & Amortization	**(95.53)**	**(286.59)**
Net Income	**(12,986.06)**	**(69,596.70)**
Working Capital Changes		
Inventory	**1,068.80**	**(10,641.74)**
Receivables	**2,683.60**	**46,579.28**
Payables	**(722.86)**	**40,596.47**
Due to from the City	**50.00**	**1,234.23**
Prepaids	**(2,077.69)**	**(22,946.46)**
Accrued Liabilities	**(9,427.27)**	**5,911.44**
Other Liabilities	**(7,320.88)**	**(33,204.89)**
Depreciation & Amortization	**95.53**	**286.59**
Operating Cash Flow	**(28,636.83)**	**(41,781.78)**
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	**(28,636.83)**	**(41,781.78)**
Beginning Cash	**336,554.30**	**349,699.25**
Net Cash Flows	**(28,636.83)**	**(41,781.78)**
Ending Cash	**307,917.47**	**307,917.47**

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
102,464	107,625	95%	100,080	102%	Green Fees	252,946	257,398	98%	234,118	108%	1,227,781	1,184,861
52,668	56,310	94%	51,757	102%	Cart Fee	152,301	145,286	105%	126,152	121%	666,486	638,466
210	100	210%	95	221%	Handicap Fee	235	100	235%	95	247%	6,430	5,691
1,140	1,500	76%	739	154%	Lessons	2,267	5,700	40%	3,527	64%	31,400	16,727
444	850	52%	801	56%	Rental Clubs	2,434	1,850	132%	1,140	214%	7,800	10,105
17,287	21,850	79%	21,333	81%	Retail	65,388	39,100	167%	36,675	178%	225,501	315,029
5,359	5,825	92%	4,404	122%	Range	13,075	15,035	87%	11,184	117%	83,261	70,699
2,940	3,549	83%	3,447	85%	City Surcharge R & R	8,399	8,757	96%	8,455	99%	44,187	40,785
182,512	197,609	92%	182,655	100%	Total Revenues	497,044	473,226	105%	421,346	118%	2,292,847	2,282,363
					COST OF GOODS SOLD							
16,523	15,295	108%	16,313	101%	COGS - Merchandise	51,897	27,370	190%	26,518	196%	157,851	227,792
16,523	15,295	108%	16,313	101%	Total COGS	51,897	27,370	190%	26,518	196%	157,851	227,792
165,989	182,314	91%	166,342	100%	GROSS MARGIN	445,147	445,856	100%	394,828	113%	2,134,996	2,054,572
95.58%	70.00%	136.54%	76.47%	124.99%	COGS - Merchandise %	79.37%	70.00%	113.38%	72.31%	109.77%	70.00%	881.75%
					PAYROLL							
38,880	34,713	112%	33,357	117%	Gross Payroll - Salaried	109,435	104,138	105%	86,295	127%	416,550	392,655
40,031	52,465	76%	35,247	114%	Gross Payroll - Hourly	124,654	154,100	81%	113,049	110%	618,341	495,928
78,912	87,178	91%	68,604	115%	S/T Wages	234,089	258,238	91%	199,345	117%	1,034,892	888,583
9,573	6,669	144%	4,995	192%	Payroll Tax - FICA	18,592	19,755	94%	14,597	127%	79,169	65,900
(2,098)	14	-15215%	69	-3063%	Payroll Tax - UC	597	99	605%	161	370%	2,816	2,878
2,376	1,717	138%	1,227	194%	Payroll Tax - WC	5,054	5,087	99%	3,453	146%	20,986	17,497
6,824	6,833	100%	5,800	118%	Benefits	20,035	20,497	98%	17,263	116%	83,261	71,356
16,675	15,234	109%	12,090	138%	S/T Adders	44,278	45,438	97%	35,475	125%	186,231	157,631
95,587	102,412	93%	80,695	118%	TOTAL PAYROLL	278,367	303,676	92%	234,819	119%	1,221,123	1,046,214
					OPERATING EXPENSES							
0	50	0%	26	0%	Cart Supplies	11	300	4%	257	4%	950	487
914	800	114%	657	139%	Chemicals	1,811	2,400	75%	1,408	129%	9,600	9,085
0	600	0%	0	0%	Course Accessories	509	2,600	20%	920	55%	7,400	9,882
1,547	8,000	19%	1,258	123%	Fertilizer	12,892	22,800	57%	13,455	96%	61,100	56,823
0	1,500	0%	97	0%	Flowers/Decor	60	1,500	4%	97	62%	1,500	2,409
1,492	1,200	124%	2,822	53%	Fuel	5,089	4,600	111%	5,711	89%	20,300	19,003
649	350	185%	0	0%	Fungicides	3,227	2,300	140%	992	325%	4,650	4,876
4,458	2,700	165%	2,739	163%	Herbicides	5,459	4,300	127%	4,302	127%	32,600	40,485
1,062	0	0%	0	0%	Insecticides	2,125	400	531%	0	0%	11,800	9,379
35	400	9%	370	9%	Janitorial Supplies	673	1,800	37%	1,517	44%	7,450	5,903
0	300	0%	271	0%	Laundry/Uniforms	42	1,300	3%	1,192	3%	2,405	405
662	750	88%	696	95%	Office Supplies	1,525	2,350	65%	2,140	71%	6,750	7,550
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,703
0	0	0%	0	0%	Range Balls	0	2,000	0%	2,042	0%	9,000	7,000
0	160	0%	160	0%	Range Equipment	0	660	0%	672	0%	1,710	1,002
1,182	0	0%	0	0%	Range Expenses	1,182	0	0%	0	0%	2,300	3,854
1,447	1,500	96%	1,531	94%	Sand/Topdress	2,441	2,700	90%	2,580	95%	12,900	14,588
0	0	0%	0	0%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	400	0%	0	0%	Small Tools	0	800	0%	264	0%	2,400	229
0	0	0%	169	0%	Staff/Volunteer Uniforms	0	500	0%	169	0%	500	707
596	2,350	25%	2,440	24%	Supplies	3,697	4,650	80%	4,666	79%	7,550	7,686
1,737	50	3475%	47	3729%	Tournament Expense	1,993	110	1812%	47	4278%	1,500	3,657
142	500	28%	446	32%	Alarm System	426	800	53%	687	62%	2,150	1,628
47	300	16%	320	15%	Cart Repairs	47	600	8%	320	15%	1,950	1,655
1,008	800	126%	260	388%	Computer Service	3,100	2,400	129%	580	535%	9,600	9,989
1,075	700	154%	710	151%	Contract Cleaning	3,075	2,100	146%	1,793	171%	8,400	10,050
179	3,700	5%	3,660	5%	Guest Relations	1,598	5,700	28%	5,490	29%	8,700	4,366
465	275	169%	256	182%	Handicap Expense	465	275	169%	256	182%	6,845	6,747
0	900	0%	1,282	0%	Irrigation	350	2,700	13%	2,332	15%	10,800	4,497
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	600	0
2,626	0	0%	0	0%	Repair & Maint - Paths	2,901	1,500	193%	0	0%	3,000	3,235
2,945	1,900	155%	1,651	178%	Repair & Maint - Equipment	6,061	5,600	108%	4,865	125%	28,070	36,408
1,417	300	472%	874	162%	Repair & Maint - Building	4,926	1,400	352%	1,209	407%	5,920	19,125
7,141	8,577	83%	8,577	83%	Cart Lease	21,423	25,731	83%	25,731	83%	102,924	98,616
9,945	7,166	139%	7,140	139%	Equipment Lease	29,835	21,498	139%	21,420	139%	85,992	94,095
206	250	82%	206	100%	Off-Site Storage	618	750	82%	618	100%	3,000	2,472
901	870	104%	891	101%	Utilities - Electric	2,835	2,510	113%	2,542	112%	11,440	11,870
3,492	3,650	96%	3,523	99%	Utilities - Other	11,944	10,850	110%	10,140	118%	46,200	49,499
199	200	100%	196	101%	Utilities - Telephone/Fax	596	600	99%	647	92%	2,400	2,306
236	216	109%	267	88%	Utilities - Water	660	648	102%	716	92%	2,592	2,563
2,379	2,500	95%	2,177	109%	Advertising & Promotion	6,154	5,100	121%	4,032	153%	28,800	28,827
250	350	71%	340	73%	Bank Charges	778	1,050	74%	987	79%	4,400	3,423
(20)	0	0%	(78)	26%	Cash Short/(Over)	(504)	0	0%	(120)	418%	0	(648)
290	270	107%	240	121%	Cell Phone	720	790	91%	720	100%	3,220	2,780

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,940	3,549	83%	3,447	85%	City Surcharge R & R	8,399	8,757	96%	8,455	99%	44,187	40,785
3,585	3,700	97%	3,626	99%	Credit Card Discounts	14,760	10,800	137%	10,659	138%	42,800	58,641
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	(58)
110	1,000	11%	1,042	11%	Dues & Subscriptions	420	2,050	20%	2,037	21%	3,300	1,022
0	0	0%	0	0%	Education & Training	602	0	0%	0	0%	740	2,537
1,468	1,600	92%	780	188%	Employee Relations	6,205	2,000	310%	902	688%	6,400	14,190
36	0	0%	32	114%	Employee Testing	36	0	0%	66	55%	64	118
9,213	8,500	108%	7,675	120%	Insurance Expense	27,640	25,500	108%	23,025	120%	102,000	101,264
0	50	0%	(115)	0%	Member Relations	407	150	271%	(109)	-373%	600	(3,744)
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
8,000	7,500	107%	7,500	107%	O/S - Accounting	10,000	9,500	105%	9,500	105%	19,500	21,000
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
449	400	112%	436	103%	Payroll Processing Fee	1,389	1,200	116%	1,194	116%	5,170	5,617
173	150	115%	156	111%	Postage/Shipping	460	550	84%	555	83%	2,180	1,939
(30)	0	0%	40	-75%	Tax/Licenses/Fees	(90)	0	0%	(20)	450%	200	(285)
0	250	0%	0	0%	Travel - Meals	0	250	0%	0	0%	850	246
55	150	37%	133	42%	Travel - Other	224	1,550	14%	7,801	3%	4,000	3,248
0	20	0%	25	0%	Employee Meals	0	60	0%	25	0%	240	0
76,701	81,403	94%	70,999	108%	TOTAL OPERATING EXPENSES	216,314	218,539	99%	197,053	110%	828,099	858,552
(6,299)	(1,501)	420%	14,648	-43%	EBITDA	(49,534)	(76,359)	65%	(37,044)	134%	85,774	149,806
6,592	6,592	100%	6,400	103%	Management Fee	19,776	19,776	100%	19,074	104%	79,104	77,376
6,592	6,592	100%	6,400	103%	Management Fees	19,776	19,776	100%	19,074	104%	79,104	77,376
23	23	100%	23	100%	Deprec - Mach & Equip	69	69	100%	69	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	217	217	100%	217	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	287	287	100%	287	100%	1,146	1,146
(12,986)	(8,188)	159%	8,152	-159%	NET INCOME	(69,597)	(96,421)	72%	(56,405)	123%	5,524	71,284

The Golf Club at Cypress Head
Course & Grounds
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
102,464	107,625	95%	100,080	102%	Green Fees	252,946	257,398	98%	234,118	108%	1,227,781	1,184,861
2,940	3,549	83%	3,447	85%	City Surcharge R & R	8,399	8,757	96%	8,455	99%	44,187	40,785
105,404	111,174	95%	103,527	102%	Total Revenues	261,345	266,155	98%	242,574	108%	1,271,968	1,225,646
105,404	111,174	95%	103,527	102%	GROSS MARGIN	261,345	266,155	98%	242,574	108%	1,271,968	1,225,646
					PAYROLL							
11,794	11,378	104%	11,290	104%	Gross Payroll - Salaried	34,764	34,135	102%	32,428	107%	136,539	134,307
21,301	28,051	76%	20,994	101%	Gross Payroll - Hourly	67,558	81,644	83%	68,909	98%	328,670	262,024
33,096	39,429	84%	32,284	103%	S/T Wages	102,321	115,778	88%	101,338	101%	465,209	396,330
3,563	3,016	118%	2,386	149%	Payroll Tax - FICA	7,575	8,857	86%	7,493	101%	35,588	29,354
(1,006)	0	0%	7	-15273%	Payroll Tax - UC	172	0	0%	19	924%	819	874
888	777	114%	597	149%	Payroll Tax - WC	2,069	2,281	91%	1,769	117%	9,434	7,875
2,472	3,028	82%	2,171	114%	Benefits	7,805	9,080	86%	6,495	120%	36,892	28,432
5,916	6,821	87%	5,161	115%	S/T Adders	17,621	20,217	87%	15,776	112%	82,733	66,534
39,012	46,250	84%	37,445	104%	TOTAL PAYROLL	119,942	135,996	88%	117,114	102%	547,942	462,864
					OPERATING EXPENSES							
914	800	114%	657	139%	Chemicals	1,811	2,400	75%	1,408	129%	9,600	9,085
0	600	0%	0	0%	Course Accessories	509	2,600	20%	920	55%	7,400	9,882
1,547	8,000	19%	1,258	123%	Fertilizer	12,892	22,800	57%	13,455	96%	61,100	56,823
0	1,500	0%	97	0%	Flowers/Decor	60	1,500	4%	97	62%	1,500	2,409
1,492	1,200	124%	2,822	53%	Fuel	5,089	4,600	111%	5,711	89%	20,300	19,003
649	350	185%	0	0%	Fungicides	3,227	2,300	140%	992	325%	4,650	4,876
4,458	2,700	165%	2,739	163%	Herbicides	5,459	4,300	127%	4,302	127%	32,600	40,485
1,062	0	0%	0	0%	Insecticides	2,125	400	531%	0	0%	11,800	9,379
1,447	1,500	96%	1,531	94%	Sand/Topdress	2,441	2,700	90%	2,580	95%	12,900	14,588
0	0	0%	0	0%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	400	0%	0	0%	Small Tools	0	800	0%	264	0%	2,400	229
0	0	0%	169	0%	Staff/Volunteer Uniforms	0	500	0%	169	0%	500	707
0	900	0%	1,282	0%	Irrigation	350	2,700	13%	2,332	15%	10,800	4,497
2,626	0	0%	0	0%	Repair & Maint - Paths	2,901	1,500	193%	0	0%	3,000	3,235
1,407	1,800	78%	1,587	89%	Repair & Maint - Equipment	4,523	5,400	84%	4,801	94%	21,600	28,265
102	0	0%	557	18%	Repair & Maint - Building	490	500	98%	557	88%	1,000	1,588
9,945	7,166	139%	7,140	139%	Equipment Lease	29,835	21,498	139%	21,420	139%	85,992	94,095
253	270	94%	277	91%	Utilities - Electric	854	810	105%	846	101%	3,240	3,659
1,432	1,750	82%	1,644	87%	Utilities - Other	5,430	5,250	103%	4,583	118%	21,000	21,694
236	216	109%	267	88%	Utilities - Water	660	648	102%	716	92%	2,592	2,563
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	740	835
0	100	0%	178	0%	Employee Relations	536	200	268%	178	301%	600	1,037
36	0	0%	0	0%	Employee Testing	36	0	0%	34	106%	64	150
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
27,606	29,252	94%	22,206	124%	TOTAL OPERATING EXPENSES	82,747	88,906	93%	70,923	117%	330,078	339,901
38,785	35,673	109%	43,876	88%	EBITDA	58,656	41,253	142%	54,536	108%	393,949	422,880
38,785	35,673	109%	43,876	88%	NET INCOME	58,656	41,253	142%	54,536	108%	393,949	422,880

The Golf Club at Cypress Head
Maintenance
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					OPERATING EXPENSES							
0	0	0%	32	0%	Employee Testing	0	0	0%	32	0%	0	(32)
0	0	0%	32	0%	TOTAL OPERATING EXPENSES	0	0	0%	32	0%	0	(32)
0	0	0%	(32)	0%	EBITDA	0	0	0%	(32)	0%	0	32
0	0	0%	(32)	0%	NET INCOME	0	0	0%	(32)	0%	0	32

The Golf Club at Cypress Head
Carts
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
52,668	56,310	94%	51,757	102%	Cart Fee	152,301	145,286	105%	126,152	121%	666,486	638,466
52,668	56,310	94%	51,757	102%	Total Revenues	152,301	145,286	105%	126,152	121%	666,486	638,466
52,668	56,310	94%	51,757	102%	GROSS MARGIN	152,301	145,286	105%	126,152	121%	666,486	638,466
					PAYROLL							
12,859	16,089	80%	10,556	122%	Gross Payroll - Hourly	37,993	47,748	80%	27,505	138%	191,643	155,690
12,859	16,089	80%	10,556	122%	S/T Wages	37,993	47,748	80%	27,505	138%	191,643	155,690
1,347	1,231	109%	877	154%	Payroll Tax - FICA	2,991	3,653	82%	2,203	136%	14,661	12,248
(235)	7	-3410%	54	-433%	Payroll Tax - UC	231	66	351%	121	191%	1,221	1,259
310	317	98%	195	159%	Payroll Tax - WC	760	941	81%	469	162%	3,887	3,078
5	9	53%	(187)	-3%	Benefits	16	28	59%	(187)	-9%	110	75
1,427	1,564	91%	939	152%	S/T Adders	3,999	4,687	85%	2,606	153%	19,879	16,659
14,287	17,653	81%	11,495	124%	TOTAL PAYROLL	41,992	52,435	80%	30,111	139%	211,522	172,349
					OPERATING EXPENSES							
0	50	0%	26	0%	Cart Supplies	11	300	4%	257	4%	950	487
0	2,000	0%	2,094	0%	Supplies	247	2,500	10%	2,615	9%	3,250	1,913
47	300	16%	320	15%	Cart Repairs	47	600	8%	320	15%	1,950	1,655
7,141	8,577	83%	8,577	83%	Cart Lease	21,423	25,731	83%	25,731	83%	102,924	98,616
648	600	108%	614	106%	Utilities - Electric	1,981	1,700	117%	1,696	117%	8,200	8,211
7,836	11,527	68%	11,631	67%	TOTAL OPERATING EXPENSES	23,709	30,831	77%	30,620	77%	117,274	110,882
30,546	27,130	113%	28,631	107%	EBITDA	86,600	62,020	140%	65,421	132%	337,691	355,235
30,546	27,130	113%	28,631	107%	NET INCOME	86,600	62,020	140%	65,421	132%	337,691	355,235

The Golf Club at Cypress Head
Range
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
5,359	5,825	92%	4,404	122%	Range	13,075	15,035	87%	11,184	117%	83,261	70,699
5,359	5,825	92%	4,404	122%	Total Revenues	13,075	15,035	87%	11,184	117%	83,261	70,699
5,359	5,825	92%	4,404	122%	GROSS MARGIN	13,075	15,035	87%	11,184	117%	83,261	70,699
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	0	2,000	0%	2,042	0%	9,000	7,000
0	160	0%	160	0%	Range Equipment	0	660	0%	672	0%	1,710	1,002
1,182	0	0%	0	0%	Range Expenses	1,182	0	0%	0	0%	2,300	3,854
1,532	0	0%	0	0%	Repair & Maint - Equipment	1,532	0	0%	0	0%	3,300	5,300
2,714	160	1696%	160	1698%	TOTAL OPERATING EXPENSES	2,714	2,660	102%	2,714	100%	16,310	17,156
2,644	5,665	47%	4,244	62%	EBITDA	10,361	12,375	84%	8,470	122%	66,951	53,543
2,644	5,665	47%	4,244	62%	NET INCOME	10,361	12,375	84%	8,470	122%	66,951	53,543

The Golf Club at Cypress Head
Golf Shop
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
210	100	210%	95	221%	Handicap Fee	235	100	235%	95	247%	6,430	5,691
1,140	1,500	76%	739	154%	Lessons	2,267	5,700	40%	3,527	64%	31,400	16,727
444	850	52%	801	56%	Rental Clubs	2,434	1,850	132%	1,140	214%	7,800	10,105
17,287	21,850	79%	21,333	81%	Retail	65,388	39,100	167%	36,675	178%	225,501	315,029
19,082	24,300	79%	22,967	83%	Total Revenues	70,323	46,750	150%	41,436	170%	271,131	347,553
					COST OF GOODS SOLD							
16,523	15,295	108%	16,313	101%	COGS - Merchandise	51,897	27,370	190%	26,518	196%	157,851	227,792
16,523	15,295	108%	16,313	101%	Total COGS	51,897	27,370	190%	26,518	196%	157,851	227,792
2,559	9,005	28%	6,654	38%	GROSS MARGIN	18,426	19,380	95%	14,918	124%	113,280	119,761
95.58%	70.00%	136.54%	76.47%	124.99%	COGS - Merchandise %	79.37%	70.00%	113.38%	72.31%	109.77%	70.00%	881.75%
					PAYROLL							
4,480	3,605	124%	4,460	100%	Gross Payroll - Salaried	12,334	10,815	114%	5,845	211%	43,260	49,471
5,773	8,060	72%	3,620	159%	Gross Payroll - Hourly	18,467	23,920	77%	16,507	112%	94,900	69,996
10,253	11,665	88%	8,080	127%	S/T Wages	30,801	34,735	89%	22,352	138%	138,160	119,467
1,065	892	119%	616	173%	Payroll Tax - FICA	2,230	2,657	84%	1,707	131%	10,569	9,217
(291)	0	0%	7	-4148%	Payroll Tax - UC	67	12	543%	21	323%	504	424
266	230	116%	143	186%	Payroll Tax - WC	625	684	91%	378	166%	2,801	2,369
661	606	109%	808	82%	Benefits	3,266	1,818	180%	2,032	161%	7,385	10,232
1,701	1,728	98%	1,574	108%	S/T Adders	6,189	5,172	120%	4,138	150%	21,260	22,242
11,954	13,393	89%	9,654	124%	TOTAL PAYROLL	36,990	39,907	93%	26,489	140%	159,420	141,709
					OPERATING EXPENSES							
0	100	0%	0	0%	Office Supplies	0	200	0%	0	0%	600	138
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,688
596	350	170%	346	172%	Supplies	3,450	2,150	160%	2,051	168%	4,300	5,773
1,737	50	3475%	47	3729%	Tournament Expense	1,993	110	1812%	47	4278%	1,500	3,657
465	275	169%	256	182%	Handicap Expense	465	275	169%	256	182%	6,845	6,747
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	600	0
0	0	0%	0	0%	Repair & Maint - Building	0	200	0%	0	0%	400	0
0	0	0%	0	0%	Education & Training	602	0	0%	0	0%	0	602
2,799	775	361%	649	432%	TOTAL OPERATING EXPENSES	8,108	2,935	276%	2,353	345%	14,245	19,605
(12,195)	(5,163)	236%	(3,649)	334%	EBITDA	(26,672)	(23,462)	114%	(13,924)	192%	(60,384)	(41,553)
(12,195)	(5,163)	236%	(3,649)	334%	NET INCOME	(26,672)	(23,462)	114%	(13,924)	192%	(60,384)	(41,553)

The Golf Club at Cypress Head
G & A
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
14,422	14,229	101%	12,909	112%	Gross Payroll - Salaried	42,654	42,688	100%	36,419	117%	170,751	176,850
98	266	37%	77	127%	Gross Payroll - Hourly	636	789	81%	128	495%	3,129	1,210
14,520	14,495	100%	12,986	112%	S/T Wages	43,289	43,476	100%	36,548	118%	173,880	178,061
2,807	1,109	253%	858	327%	Payroll Tax - FICA	4,336	3,326	130%	2,387	182%	13,302	11,954
(406)	2	-17003%	1	-71293%	Payroll Tax - UC	55	7	775%	1	7329%	154	170
716	286	251%	231	309%	Payroll Tax - WC	1,206	856	141%	645	187%	3,525	3,488
3,089	2,567	120%	2,967	104%	Benefits	7,734	7,701	100%	8,792	88%	31,280	31,166
6,205	3,964	157%	4,056	153%	S/T Adders	13,331	11,890	112%	11,824	113%	48,262	46,778
20,725	18,459	112%	17,042	122%	TOTAL PAYROLL	56,621	55,367	102%	48,372	117%	222,142	224,838
					OPERATING EXPENSES							
35	400	9%	370	9%	Janitorial Supplies	673	1,800	37%	1,517	44%	7,450	5,903
0	300	0%	271	0%	Laundry/Uniforms	42	1,300	3%	1,192	3%	2,405	405
662	650	102%	696	95%	Office Supplies	1,525	2,150	71%	2,140	71%	6,150	7,412
0	0	0%	0	0%	Printing	0	0	0%	0	0%	0	16
142	500	28%	446	32%	Alarm System	426	800	53%	687	62%	2,150	1,628
1,008	800	126%	260	388%	Computer Service	3,100	2,400	129%	580	535%	9,600	9,989
1,075	700	154%	710	151%	Contract Cleaning	3,075	2,100	146%	1,793	171%	8,400	10,050
179	3,700	5%	3,660	5%	Guest Relations	1,598	5,700	28%	5,490	29%	8,700	4,366
6	100	6%	64	9%	Repair & Maint - Equipment	6	200	3%	64	9%	3,170	2,843
1,314	300	438%	318	414%	Repair & Maint - Building	4,436	700	634%	653	680%	4,520	17,538
206	250	82%	206	100%	Off-Site Storage	618	750	82%	618	100%	3,000	2,472
2,060	1,900	108%	1,879	110%	Utilities - Other	6,514	5,600	116%	5,558	117%	25,200	27,805
199	200	100%	196	101%	Utilities - Telephone/Fax	596	600	99%	647	92%	2,400	2,306
250	350	71%	340	73%	Bank Charges	778	1,050	74%	987	79%	4,400	3,423
(20)	0	0%	(78)	26%	Cash Short/(Over)	(504)	0	0%	(120)	418%	0	(648)
290	270	107%	240	121%	Cell Phone	720	790	91%	720	100%	3,220	2,780
2,940	3,549	83%	3,447	85%	City Surcharge R & R	8,399	8,757	96%	8,455	99%	44,187	40,785
3,585	3,700	97%	3,626	99%	Credit Card Discounts	14,760	10,800	137%	10,659	138%	42,800	58,641
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	(58)
110	1,000	11%	1,042	11%	Dues & Subscriptions	420	2,050	20%	2,037	21%	3,300	1,022
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
1,468	1,500	98%	602	244%	Employee Relations	5,669	1,800	315%	724	783%	5,800	13,153
9,213	8,500	108%	7,675	120%	Insurance Expense	27,640	25,500	108%	23,025	120%	102,000	101,264
0	50	0%	(115)	0%	Member Relations	407	150	271%	(109)	-373%	600	(3,744)
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
8,000	7,500	107%	7,500	107%	O/S - Accounting	10,000	9,500	105%	9,500	105%	19,500	21,000
449	400	112%	436	103%	Payroll Processing Fee	1,389	1,200	116%	1,194	116%	5,170	5,617
173	150	115%	156	111%	Postage/Shipping	460	550	84%	555	83%	2,180	1,939
(30)	0	0%	40	-75%	Tax/Licenses/Fees	(90)	0	0%	(20)	450%	0	(285)
0	250	0%	0	0%	Travel - Meals	0	250	0%	0	0%	850	246
55	150	37%	133	42%	Travel - Other	224	1,550	14%	7,801	3%	4,000	3,248
0	20	0%	25	0%	Employee Meals	0	60	0%	25	0%	240	0
33,367	37,189	90%	34,145	98%	TOTAL OPERATING EXPENSES	92,881	88,107	105%	86,379	108%	321,392	342,212
(54,092)	(55,648)	97%	(51,187)	106%	EBITDA	(149,502)	(143,474)	104%	(134,751)	111%	(543,534)	(567,050)
6,592	6,592	100%	6,400	103%	Management Fee	19,776	19,776	100%	19,074	104%	79,104	77,376
6,592	6,592	100%	6,400	103%	Management Fees	19,776	19,776	100%	19,074	104%	79,104	77,376
23	23	100%	23	100%	Deprec - Mach & Equip	69	69	100%	69	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	217	217	100%	217	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	287	287	100%	287	100%	1,146	1,146
(60,780)	(62,335)	98%	(57,682)	105%	NET INCOME	(169,565)	(163,536)	104%	(154,111)	110%	(623,784)	(645,573)

The Golf Club at Cypress Head
Marketing
For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
8,183	5,500	149%	4,698	174%	Gross Payroll - Salaried	19,684	16,500	119%	11,603	170%	66,000	32,027
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	0	0%	0	7,008
8,183	5,500	149%	4,698	174%	S/T Wages	19,684	16,500	119%	11,603	170%	66,000	39,035
790	421	188%	259	305%	Payroll Tax - FICA	1,460	1,262	116%	807	181%	5,049	3,128
(159)	5	-3530%	0	0%	Payroll Tax - UC	73	14	539%	0	0%	117	151
196	108	181%	61	323%	Payroll Tax - WC	394	325	121%	192	205%	1,338	688
598	624	96%	41	1443%	Benefits	1,213	1,871	65%	131	927%	7,594	1,451
1,425	1,157	123%	361	395%	S/T Adders	3,139	3,471	90%	1,130	278%	14,098	5,419
9,608	6,657	144%	5,059	190%	TOTAL PAYROLL	22,823	19,971	114%	12,733	179%	80,098	44,453
					OPERATING EXPENSES							
2,379	2,500	95%	2,177	109%	Advertising & Promotion	6,154	5,100	121%	4,032	153%	28,800	28,827
2,379	2,500	95%	2,177	109%	TOTAL OPERATING EXPENSES	6,154	5,100	121%	4,032	153%	28,800	28,827
(11,987)	(9,157)	131%	(7,236)	166%	EBITDA	(28,977)	(25,071)	116%	(16,765)	173%	(108,898)	(73,280)
(11,987)	(9,157)	131%	(7,236)	166%	NET INCOME	(28,977)	(25,071)	116%	(16,765)	173%	(108,898)	(73,280)

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
155,132	163,935	95%	151,837	102%	Green Fees & Cart Fees	405,246	402,684	101%	360,271	112%	1,894,268	1,823,327
17,287	21,850	79%	21,333	81%	Merchandise	65,388	39,100	167%	36,675	178%	225,501	315,029
1,794	2,450	73%	1,635	110%	Other Pro Shop	4,935	7,650	65%	4,762	104%	45,630	32,523
5,359	5,825	92%	4,404	122%	Range	13,075	15,035	87%	11,184	117%	83,261	70,699
2,940	3,549	83%	3,447	85%	Other Operating Revenues	8,399	8,757	96%	8,455	99%	44,187	40,785
182,512	197,609	92%	182,655	100%	TOTAL REVENUE	497,044	473,226	105%	421,346	118%	2,292,847	2,282,363
					COST OF SALES							
16,523	15,295	108%	16,313	101%	Merchandise	51,897	27,370	190%	26,518	196%	157,851	227,792
16,523	15,295	108%	16,313	101%	TOTAL COGS	51,897	27,370	190%	26,518	196%	157,851	227,792
95.6%	70.0%	136.5%	76.5%	125.0%	COGS - Merchandise %	79.4%	70.0%	113.4%	72.3%	109.8%	70.0%	881.8%
					PAYROLL							
39,012	46,250	84%	37,445	104%	Course and Grounds	119,942	135,996	88%	117,114	102%	547,942	462,864
14,287	17,653	81%	11,495	124%	Carts, Range, Starters, Etc.	41,992	52,435	80%	30,111	139%	211,522	172,349
11,954	13,393	89%	9,654	124%	Pro Shop	36,990	39,907	93%	26,489	140%	159,420	141,709
20,725	18,459	112%	17,042	122%	General and Administrative	56,621	55,367	102%	48,372	117%	222,142	224,838
9,608	6,657	144%	5,059	190%	Marketing	22,823	19,971	114%	12,733	179%	80,098	44,453
95,587	102,412	93%	80,695	118%	TOTAL PAYROLL	278,367	303,676	92%	234,819	119%	1,221,123	1,046,214
					OPERATING EXPENSES							
27,606	29,252	94%	22,238	124%	Course and Grounds	82,747	88,906	93%	70,955	117%	330,078	339,870
10,550	11,687	90%	11,791	89%	Carts, Range, Starters, Etc.	26,423	33,491	79%	33,334	79%	133,584	128,038
2,799	775	361%	649	432%	Pro Shop	8,108	2,935	276%	2,353	345%	14,245	19,605
33,367	37,189	90%	34,145	98%	General and Administrative	92,881	88,107	105%	86,379	108%	321,392	342,212
2,379	2,500	95%	2,177	109%	Marketing	6,154	5,100	121%	4,032	153%	28,800	28,827
76,701	81,403	94%	70,999	108%	TOTAL OPERATING EXPENSES	216,314	218,539	99%	197,053	110%	828,099	858,552
188,811	199,110	95%	168,007	112%	TOTAL EXPENSES	546,578	549,585	99%	458,391	119%	2,207,072	2,132,557
(6,299)	(1,501)	420%	14,648	-43%	EBITDA	(49,534)	(76,359)	65%	(37,044)	134%	85,774	149,806

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2023

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(6,299)	(1,501)	420%	14,648	-43%	EBITDA	(49,534)	(76,359)	65%	(37,044)	134%	85,774	149,806
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(19,776)	(19,776)	100%	(19,074)	104%	(79,104)	(77,376)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(287)	(287)	100%	(287)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(287)	(287)	100%	(287)	100%	(1,146)	(1,146)
(12,986)	(8,188)	159%	8,152	-159%	NET INCOME	(69,597)	(96,421)	72%	(56,405)	123%	5,524	71,284
3,009	3,769	80%	3,631	83%	Paid Rounds	8,903	9,449	94%	9,043	98%	43,894	44,957
361	353	102%	353	102%	Annual Pass Rounds	1,038	871	119%	871	119%	4,795	4,330
315	236	133%	236	133%	Other Rounds	742	643	115%	643	115%	2,783	3,123
3,685	4,358	85%	4,220	87%	Total Rounds	10,683	10,963	97%	10,557	101%	51,472	52,410
61	52	116%	50	121%	Revenue/Paid Rounds	56	50	111%	47	120%	52	611
50	45	109%	43	114%	Revenue/Total Rounds	47	43	108%	40	117%	45	521

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: **From:** **To:**
Date: 12/1/2023 12/31/2023
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$285,425.59	$192,102.65	$251,691.65	($59,589.00)	$225,836.59
	10050-5950-900	Cash - Course Payroll BMO	$49,778.71	$120,205.09	$89,252.92	$30,952.17	$80,730.88
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$3,379.26	$14,056.87	$16,740.47	($2,683.60)	$695.66
	12000-5950-900	Inventory - Merchandise	$111,070.26	$15,667.65	$16,736.45	($1,068.80)	$110,001.46
	13020-5950-900	Prepaid Insurance	$26,624.62	$18,549.00	$9,213.41	$9,335.59	$35,960.21
	13040-5950-900	Prepaid Exp - Other	$50,683.98	$0.00	$7,257.90	($7,257.90)	$43,426.08
	20100-5950-900	Machinery & Equipment	$5,550.40	$0.00	$0.00	$0.00	$5,550.40
	20160-5950-900	Buildings and Improvements	$30,597.54	$0.00	$0.00	$0.00	$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	($5,040.62)	$0.00	$23.12	($23.12)	($5,063.74)
	22080-5950-900	Accum. Deprec - Buildings	($27,411.45)	$0.00	$72.41	($72.41)	($27,483.86)
	30000-5950-900	Accts Pay - Trade	($92,674.86)	$102,937.69	$102,214.83	$722.86	($91,952.00)
	30040-5950-900	Accts Pay - Other	($209,836.91)	$17,539.47	$17,589.47	($50.00)	($209,886.91)
	31000-5950-900	Accrued Expenses	($2,000.00)	$2,000.00	$5,609.83	($3,609.83)	($5,609.83)
	31020-5950-900	Accrued Payroll	($65,283.07)	$52,715.11	$37,386.54	$15,328.57	($49,954.50)
	31080-5950-900	Accrued Tips Payable	$0.00	$463.66	$463.66	$0.00	$0.00
	31220-5950-900	Accrued Sales Tax	($8,159.32)	$8,159.32	$10,450.79	($2,291.47)	($10,450.79)
	31400-5950-900	Accrued City Surcharge	$0.00	$2,939.85	$2,939.85	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($7,110.16)	$916.48	$751.19	$165.29	($6,944.87)
	32020-5950-900	Deferred Rev - Outing Deposits	($16,834.95)	$5,933.88	$0.00	$5,933.88	($10,901.07)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($27,551.92)	$2,755.26	$0.00	$2,755.26	($24,796.66)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($35,276.94)	$3,527.79	$0.00	$3,527.79	($31,749.15)
	32070-5950-900	Deferred Rev - Gift Cards	($42,645.91)	$4,782.72	$19,810.96	($15,028.24)	($57,674.15)
	32100-5950-900	Deferred Rev - Credit Books	($11,014.23)	$1,388.64	$905.00	$483.64	($10,530.59)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($70,228.89)	$9,483.26	$0.00	$9,483.26	($60,745.63)
	49020-5950-900	Retained Earnings - Current	($1.77)	$0.00	$0.00	$0.00	($1.77)
	50000-5950-100	Green Fees - Annual Pass	($12,274.73)	$0.00	$6,283.05	($6,283.05)	($18,557.78)
	5003A-5950-100	Green Fee - Group	($13,198.40)	$0.00	$9,709.07	($9,709.07)	($22,907.47)
	50040-5950-100	Green Fees - Member	($777.92)	$0.00	$339.96	($339.96)	($1,117.88)
	5006A-5950-100	Green Fee - Junior	($291.58)	$0.00	$245.56	($245.56)	($537.14)
	50070-5950-100	Green Fees - (surcharge)	($5,457.70)	$2,941.73	$5,879.70	($2,937.97)	($8,395.67)
	5007A-5950-100	Green Fee - League	($156.24)	$0.00	$0.00	$0.00	($156.24)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	($17,560.20)	$0.00	$16,320.84	($16,320.84)	($33,881.04)
	5012A-5950-100	Green Fee - Outing	($9,147.12)	$496.19	$9,737.80	($9,241.61)	($18,388.73)
	5014A-5950-100	Green Fee - Resident	($52,522.95)	$0.00	$38,431.61	($38,431.61)	($90,954.56)
	5015A-5950-100	Green Fee - Senior	($35,376.46)	$0.00	$18,870.17	($18,870.17)	($54,246.63)
	5016A-5950-100	Green Fee - Staff	$0.00	$0.00	$1.88	($1.88)	($1.88)
	5019A-5950-100	Green Fee - Wholesale	($3,718.36)	$0.00	$82.30	($82.30)	($3,800.66)
	50500-5950-200	Cart Fee 18	($83,031.18)	$0.00	$44,920.96	($44,920.96)	($127,952.14)
	50520-5950-200	Cart Fee - Annual Trail	($16,601.67)	$0.00	$7,746.82	($7,746.82)	($24,348.49)
	52090-5950-600	Handicap Fee	($25.00)	$0.00	$210.00	($210.00)	($235.00)
	52150-5950-600	Lessons	($1,126.66)	$0.00	$1,140.00	($1,140.00)	($2,266.66)
	52280-5950-600	Rental Clubs	($1,989.39)	$0.00	$444.39	($444.39)	($2,433.78)
	52310-5950-600	Retail	($48,100.50)	$0.00	$17,287.31	($17,287.31)	($65,387.81)
	53050-5950-220	Range Pass Revenue	($7,716.41)	$0.00	$5,358.83	($5,358.83)	($13,075.24)
	56120-5950-100	City Surcharge R & R	($5,459.58)	$0.00	$2,939.85	($2,939.85)	($8,399.43)
	60000-5950-600	COGS - Merchandise - Accessories	$35,374.08	$16,523.03	$0.00	$16,523.03	$51,897.11
	70000-5950-100	Gross Payroll - Salaried	$22,969.18	$16,670.94	$4,876.45	$11,794.49	$34,763.67
	70000-5950-600	Gross Payroll - Salaried	$7,853.31	$6,025.22	$1,545.00	$4,480.22	$12,333.53
	70000-5950-900	Gross Payroll - Salaried	$28,231.31	$38,360.51	$23,938.05	$14,422.46	$42,653.77
	70000-5950-950	Gross Payroll - Salaried	$11,500.42	$10,683.28	$2,500.00	$8,183.28	$19,683.70
	70010-5950-100	Gross Payroll - Hourly	$46,256.24	$31,401.36	$10,099.99	$21,301.37	$67,557.61

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	$25,134.16	$17,233.98	$4,374.74	$12,859.24	$37,993.40
	70010-5950-600	Gross Payroll - Hourly	$12,694.73	$8,613.80	$2,841.04	$5,772.76	$18,467.49
	70010-5950-900	Gross Payroll - Hourly	$537.84	$171.00	$73.20	$97.80	$635.64
	71000-5950-100	Payroll Tax - FICA	$4,011.96	$3,563.18	$0.00	$3,563.18	$7,575.14
	71000-5950-200	Payroll Tax - FICA	$1,643.76	$1,347.49	$0.00	$1,347.49	$2,991.25
	71000-5950-600	Payroll Tax - FICA	$1,164.85	$1,065.39	$0.00	$1,065.39	$2,230.24
	71000-5950-900	Payroll Tax - FICA	$1,528.94	$2,806.98	$0.00	$2,806.98	$4,335.92
	71000-5950-950	Payroll Tax - FICA	$670.05	$789.52	$0.00	$789.52	$1,459.57
	71010-5950-100	Payroll Tax - UC	$1,178.29	$139.22	$1,145.70	($1,006.48)	$171.81
	71010-5950-200	Payroll Tax - UC	$466.39	$99.32	$334.63	($235.31)	$231.08
	71010-5950-600	Payroll Tax - UC	$357.87	$44.33	$335.51	($291.18)	$66.69
	71010-5950-900	Payroll Tax - UC	$461.34	$53.49	$459.86	($406.37)	$54.97
	71010-5950-950	Payroll Tax - UC	$231.55	$32.43	$191.28	($158.85)	$72.70
	71020-5950-100	Payroll Tax - WC	$1,181.45	$887.77	$0.00	$887.77	$2,069.22
	71020-5950-200	Payroll Tax - WC	$449.72	$310.26	$0.00	$310.26	$759.98
	71020-5950-600	Payroll Tax - WC	$359.12	$266.35	$0.00	$266.35	$625.47
	71020-5950-900	Payroll Tax - WC	$489.99	$715.86	$0.00	$715.86	$1,205.85
	71020-5950-950	Payroll Tax - WC	$197.62	$195.97	$0.00	$195.97	$393.59
	71030-5950-100	Benefits	$5,332.63	$9,631.71	$7,159.81	$2,471.90	$7,804.53
	71030-5950-200	Benefits	$11.41	$626.59	$621.69	$4.90	$16.31
	71030-5950-600	Benefits	$2,605.56	$2,220.25	$1,559.33	$660.92	$3,266.48
	71030-5950-900	Benefits	$4,645.87	$7,200.22	$4,111.69	$3,088.53	$7,734.40
	71030-5950-950	Benefits	$614.79	$960.85	$362.61	$598.24	$1,213.03
	80110-5950-200	Cart Supplies	$10.64	$0.00	$0.00	$0.00	$10.64
	80120-5950-100	Chemicals	$897.37	$914.00	$0.00	$914.00	$1,811.37
	80170-5950-100	Course Accessories	$508.86	$0.00	$0.00	$0.00	$508.86
	80230-5950-100	Fertilizer	$11,344.85	$1,547.00	$0.00	$1,547.00	$12,891.85
	80250-5950-100	Flowers/Decor	$59.82	$0.00	$0.00	$0.00	$59.82
	80270-5950-100	Fuel	$3,597.31	$1,491.60	$0.00	$1,491.60	$5,088.91
	80280-5950-100	Fungicides	$2,577.76	$648.76	$0.00	$648.76	$3,226.52
	80320-5950-100	Herbicides	$1,001.07	$4,458.30	$0.00	$4,458.30	$5,459.37
	80370-5950-100	Insecticides	$1,062.29	$1,062.29	$0.00	$1,062.29	$2,124.58
	80380-5950-900	Janitorial Supplies	$637.97	$34.95	$0.00	$34.95	$672.92
	80420-5950-900	Laundry/Uniforms	$41.50	$0.00	$0.00	$0.00	$41.50
	80520-5950-900	Office Supplies	$862.90	$662.38	$0.00	$662.38	$1,525.28
	80590-5950-600	Printing	$1,597.80	$0.00	$0.00	$0.00	$1,597.80
	80630-5950-220	Range Expenses	$0.00	$1,181.94	$0.00	$1,181.94	$1,181.94
	80690-5950-100	Sand/Topdress	$994.34	$1,446.57	$0.00	$1,446.57	$2,440.91
	80710-5950-100	Seeds/Trees	$3,520.00	$0.00	$0.00	$0.00	$3,520.00
	80780-5950-200	Supplies	$246.97	$0.00	$0.00	$0.00	$246.97
	80780-5950-600	Supplies	$2,853.85	$608.24	$11.75	$596.49	$3,450.34
	80810-5950-600	Tournament Expense	$255.95	$1,737.39	$0.00	$1,737.39	$1,993.34
	81010-5950-900	Alarm System	$284.00	$142.00	$0.00	$142.00	$426.00
	81090-5950-200	Cart Repairs	$0.00	$46.87	$0.00	$46.87	$46.87
	81130-5950-900	Computer Service	$2,092.61	$1,007.86	$0.00	$1,007.86	$3,100.47
	81140-5950-900	Contract Cleaning	$2,000.00	$1,075.00	$0.00	$1,075.00	$3,075.00
	81200-5950-900	Guest Relations	$1,419.16	$178.60	$0.00	$178.60	$1,597.76
	81220-5950-600	Handicap Expense	$0.00	$465.00	$0.00	$465.00	$465.00
	81250-5950-100	Irrigation	$350.00	$0.00	$0.00	$0.00	$350.00
	81340-5950-100	Repair & Maint - Paths	$275.52	$2,625.66	$0.00	$2,625.66	$2,901.18
	81350-5950-100	Repair & Maint - Equipment	$3,115.92	$1,407.21	$0.00	$1,407.21	$4,523.13
	81350-5950-220	Repair & Maint - Equipment	$0.00	$1,532.43	$0.00	$1,532.43	$1,532.43
	81350-5950-900	Repair & Maint - Equipment	$0.00	$5.50	$0.00	$5.50	$5.50
	81360-5950-100	Repair & Maint - Building	$387.07	$135.32	$32.86	$102.46	$489.53
	81360-5950-900	Repair & Maint - Building	$3,121.93	$1,314.29	$0.00	$1,314.29	$4,436.22
	82000-5950-200	Cart Lease	$14,282.00	$7,141.00	$0.00	$7,141.00	$21,423.00
	82020-5950-100	Equipment Lease	$19,890.00	$9,945.00	$0.00	$9,945.00	$29,835.00
	82060-5950-900	Off-Site Storage	$412.00	$206.00	$0.00	$206.00	$618.00
	83000-5950-100	Utlities - Electric	$600.45	$253.08	$0.00	$253.08	$853.53
	83000-5950-200	Utilities - Electric	$1,333.84	$647.65	$0.00	$647.65	$1,981.49

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83020-5950-100	Utlities - Other	$3,997.90	$1,432.45	$0.00	$1,432.45	$5,430.35
	83020-5950-900	Utilities - Other	$4,453.88	$2,059.77	$0.00	$2,059.77	$6,513.65
	83030-5950-900	Utilities - Telephone/Fax	$397.10	$199.11	$0.00	$199.11	$596.21
	83050-5950-100	Utlities - Water	$424.48	$235.88	$0.00	$235.88	$660.36
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$3,775.87	$2,378.62	$0.00	$2,378.62	$6,154.49
	85020-5950-900	Bank Charges	$527.77	$249.89	$0.00	$249.89	$777.66
	85050-5950-900	Cash Short/(Over)	($483.80)	$1,794.17	$1,814.29	($20.12)	($503.92)
	85060-5950-900	Cell Phone	$430.00	$290.00	$0.00	$290.00	$720.00
	85070-5950-900	City Surcharge R & R	$5,459.58	$2,939.85	$0.00	$2,939.85	$8,399.43
	85120-5950-900	Credit Card Discounts	$11,175.32	$3,584.79	$0.00	$3,584.79	$14,760.11
	85150-5950-900	Dues & Subscriptions	$310.00	$110.00	$0.00	$110.00	$420.00
	85160-5950-600	Education & Training	$601.50	$0.00	$0.00	$0.00	$601.50
	85190-5950-100	Employee Relations	$535.64	$0.00	$0.00	$0.00	$535.64
	85190-5950-900	Employee Relations	$4,201.66	$1,467.57	$0.00	$1,467.57	$5,669.23
	85200-5950-100	Employee Testing	$0.00	$36.11	$0.00	$36.11	$36.11
	85280-5950-900	Insurance Expense	$18,426.82	$9,213.41	$0.00	$9,213.41	$27,640.23
	85320-5950-900	Member Relations	$407.00	$0.00	$0.00	$0.00	$407.00
	85390-5950-900	O/S - Accounting	$2,000.00	$10,000.00	$2,000.00	$8,000.00	$10,000.00
	85480-5950-900	Payroll Processing Fee	$940.47	$448.55	$0.00	$448.55	$1,389.02
	85490-5950-900	Postage/Shipping	$287.79	$248.71	$76.17	$172.54	$460.33
	85610-5950-900	Tax/Licenses/Fees	($60.00)	$0.00	$30.00	($30.00)	($90.00)
	85720-5950-900	Travel - Other	$168.47	$55.29	$0.00	$55.29	$223.76
	90000-5950-900	Management Fee	$13,184.00	$6,592.00	$0.00	$6,592.00	$19,776.00
	98020-5950-900	Deprec - Mach & Equip	$46.24	$23.12	$0.00	$23.12	$69.36
	98040-5950-900	Deprec - Buildings	$144.82	$72.41	$0.00	$72.41	$217.23
	R002A-5950-100	Rounds - Annual	13,264.00	361.00	0.00	361.00	13,625.00
	R003A-5950-100	Rounds - Group	15,966.00	316.00	0.00	316.00	16,282.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,906.00	44.00	0.00	44.00	1,950.00
	R007A-5950-100	Rounds - Green Fee - League	15,054.00	0.00	0.00	0.00	15,054.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	8,360.00	412.00	0.00	412.00	8,772.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	812.00	65.00	0.00	65.00	877.00
	R012A-5950-100	Rounds - Green Fee - Outing	9,528.00	316.00	0.00	316.00	9,844.00
	R014A-5950-100	Rounds - Resident	58,695.00	1,416.00	0.00	1,416.00	60,111.00
	R015A-5950-100	Rounds - Green Fee - Senior	23,791.00	503.00	0.00	503.00	24,294.00
	R016A-5950-100	Rounds - Green Fee - Staff	5,027.00	161.00	0.00	161.00	5,188.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,391.00	89.00	0.00	89.00	3,480.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	554.00	2.00	0.00	2.00	556.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**157**	**$0.00**	**$845,556.20**	**$845,556.20**	**$0.00**	**$0.00**

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended December 31, 2023

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(15,215)	(28,021)	(6,299)	0	0	0	0	0	0	0	0	0
Management Fee Expense	(6,592)	(6,592)	(6,592)	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	0	0	0	0	0	0	0	0	0
Net Income	(21,903)	(34,708)	(12,986)	0	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	0	0	0	0	0	0	0	0	0
Receivables	38,209	5,687	2,684	0	0	0	0	0	0	0	0	0
Prepaid Expenses	9,683	(30,551)	(2,078)	0	0	0	0	0	0	0	0	0
Payables	31,140	10,179	(723)	0	0	0	0	0	0	0	0	0
Due to from the City	(148)	1,332	50	0	0	0	0	0	0	0	0	0
Accrued Expenses	10,560	4,778	(9,427)	0	0	0	0	0	0	0	0	0
Deferred Revenues	(15,018)	(10,866)	(7,321)	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	0	0	0	0	0	0	0	0	0
Operating Cash Flow	37,855	(51,000)	(28,637)	0	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activites												
Net Cash Flows	37,855	(51,000)	(28,637)	0	0	0	0	0	0	0	0	0
Beginning Cash	349,699	387,555	336,554	307,917	262,466	262,466	262,466	262,466	262,466	262,466	262,466	262,466
Net Cash Flows	37,855	(51,000)	(28,637)	0	0	0	0	0	0	0	0	0
Ending Cash	387,555	336,554	307,917	307,917	262,466	262,466	262,466	262,466	262,466	262,466	262,466	262,466

KemperSports™

January 18, 2024

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for December 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING DECEMBER 2023									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 102,464	$ 107,625	$ (5,161)		$ 252,946	$ 257,398	$ 234,118	$ (4,452)	
Cart Fees	$ 52,668	$ 56,310	$ (3,642)		$ 152,301	$ 145,286	$ 126,152	$ 7,015	
Range	$ 5,359	$ 5,825	$ (466)		$ 13,075	$ 15,035	$ 11,184	$ (1,960)	
Pro- Shop Revenues	$ 19,082	$ 24,300	$ (5,218)		$ 70,323	$ 46,750	$ 41,436	$ 23,573	
City Surcharge R/R	$ 2,940	$ 3,549	$ (609)		$ 8,399	$ 8,757	$ 8,455	$ (358)	
Total Revenue	**$ 182,513**	**$ 197,609**	**$ (15,096)**		**$ 497,044**	**$ 473,226**	**$ 421,345**	**$ 23,818**	
Cost of Sales	$ 16,523	$ 15,295	$ 1,228		$ 51,897	$ 27,370	$ 26,518	$ 24,527	
Merchandise	$ 16,523	$ 15,295	$ 1,228	96%	$ 51,897	$ 27,370	$ 26,518	$ 24,527	79%
Gross Margin	**$ 165,990**	**$ 182,314**	**$ (16,324)**		**$ 445,147**	**$ 445,856**	**$ 394,827**	**$ (709)**	
Total Payroll	$ 95,587	$ 102,412	$ (6,825)		$ 278,367	$ 303,676	$ 234,819	$ (25,309)	
Total Operating Expenses	$ 76,701	$ 81,403	$ (4,702)		$ 216,314	$ 218,539	$ 197,053	$ (2,225)	
EBITDA	$ (6,298)	$ (1,501)	$ (4,797)		$ (49,534)	$ (76,359)	$ (37,045)	$ 26,825	
Other Expenses	$ 6,400	$ 6,434	$ (34)		$ 70,274	$ 70,774	$ 69,382	$ (500)	
Management Fee	$ 6,592	$ 6,592	$ -		$ 19,776	$ 19,776	$ 19,074	$ -	
Interest Expense	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
Depreciation	$ 96	$ 96	$ -		$ 287	$ 287	$ 287	$ -	
Net Cash From Ops	$ (12,698)	$ (7,935)	$ (4,763)		$ (119,808)	$ (147,133)	$ (106,427)	$ 27,325	
Rounds									
Total Rounds	3,685	4,358	(673)		10,683	10,963	10,557	(280)	
Paid Rounds	3,009	3,769	(760)		8,903	9,449	9,043	(546)	
Avg. GF/CF Total rounds	$42.10	$37.62	$ 4.48		$37.93	$36.73	$34.13	$ 1.20	
Avg. GF/CF Paid rounds	$51.56	$43.50	$ 8.06		$45.52	$42.62	$39.84	$ 2.90	
Avg. Merchandise/round	$5.18	$5.58	$ (0.40)		$6.58	$4.26	$3.92	$ 2.32	

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Overview:

Total revenues for December finished $15.1K shy of budget for the month. With 4.65" of rain recorded in December, the golf course realized 4.5 unplayable days, and 5 others significantly affected by intermittent weather and cart paths only. The average high temperatures were 70.6 degrees. Total revenues came in at $182.5K. We played 3,685 total rounds to a budget of 4,358 (under by 673). The rains continued to fall on our already saturated golf course. In all we endured 16" of rainfall within a 6-week period to close out the calendar year.

- Total Payroll for the month was $95.6K, under by $6.8K. Total Operating Expenses were $76.7K, under by $4.7K.
- Rounds were shy of budget by 15%, range revenue ($5.4K) missed budget by 8%, with several days of closure due to wet conditions.
- While we missed monthly EBITDA and Net Income projections by $4.8K, we are still ahead of YTD projections by $26.8K.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

- We have gotten quotes for the cart path work and are aiming for a late May start for the front 9 project.
- We have 3 different contractors targeted regarding the bunker renovations with an estimated start in December 2024. We have 1 quote, awaiting a 2nd from a site visit, and still yet to meet with the 3rd.
- We also have $26K in driving range netting repairs and are trying to get some quotes submitted for this.

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Tee Sheet Activity:

- There were 3,685 total rounds for the month which included 3,009 paid rounds, 361 Annual Pass rounds and 315 other rounds. These numbers fall 15% of budget and 13% less than year.

- We hosted 103 rounds for our Christmas Eve shotgun.

- December 1st marked our transition to Peak Season rates. The rates are higher than ever before, yet still very competitive to our competition.

- We continue to utilize Dynamic pricing throughout the Non-resident rate segment. We will continue to monitor the positive influence in ADR and will report on this in the future.

- Starters and Players Assistants have been getting rave reviews for their assistance at the first tee and on the golf course. Their presence earned a 9.8 Staff Experience rating on our Starter/Player Assistant reporting metric for December.

DECEMBER 2023 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,009	3,769	3,631	8,903	9,449	9,043
ANNUAL	361	353	353	1,038	871	871
OTHER	315	236	236	742	643	643
TOTAL ROUNDS	3,685	4,358	4,220	10,683	10,963	10,557

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.

- We saw 4.65” of rain in December, on an already wet course. He continues to fight the good fight as all of the area Superintendents are singing the blues with regards to the effects the cool, wet weather has had on turf. Our course continues to shine above the rest, however.

Golf Shop/Carts

- We sold almost $16K in gift cards sales during our holiday Special. We missed budgeted Golf Shop sales by $5.2K in December.

- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. We currently have all carts operational.

- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded $1,140 in lessons in December.

- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area. The MGA averaged 65 players in December, the WGA 18-holers, about 23, and the WGA 9-holers averaged 32 players.

- We hosted 4 large tournaments, some small outings and leagues in December with 365 players, generating $17.2K in revenue and rave reviews from the participants.

Marketing and Sales:

- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.

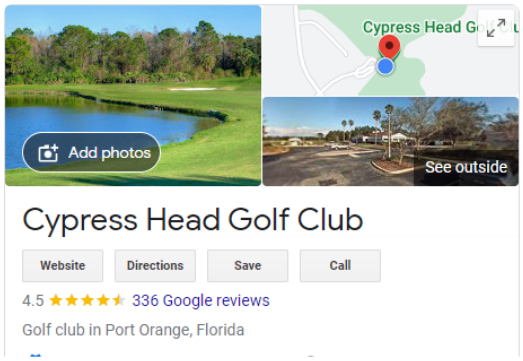
- Outside tournament bookings are very strong as we are booking for Fall 2024 and beyond currently.

- We continue to maintain our database of emails with approximately 14,481 unique e-mail addresses (+205 from prior month). Our Facebook followers are at 1,562 (up 5) and Instagram is up to 474 (up 11) followers.

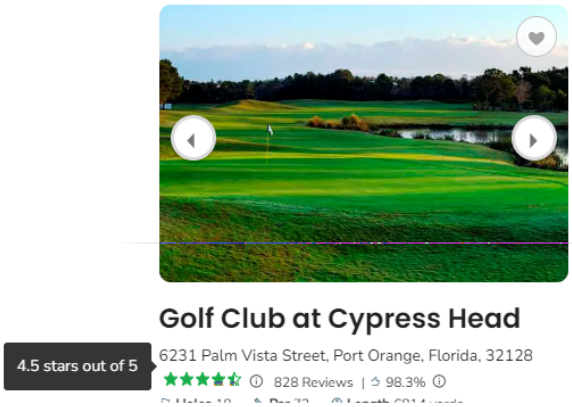
- Nightly surveys continued to be strong in December, highlighted by 102 surveys being submitted and an NPS of 82.4 (Please see table below).

	Week of 11/26	Week of 12/03	Week of 12/10	Week of 12/17	Week of 12/24	Week of 12/31	Total
# of responses	7	29	20	21	22	3	102
Net Promoter Score							
Property NPS	9.9	9.9	9.6	9.6	8.9	9.0	9.5
Key Metrics							
Likelihood to Return	9.9	9.9	9.7	9.6	9.5	9.0	9.7
Overall Experience Satisfaction	9.8	9.8	9.7	9.7	8.8	9.0	9.5
Service Satisfaction	10.0	10.0	9.6	9.8	9.5	8.3	9.7

Current Google Ratings



Current GolfAdvisor Ratings



KemperSports™

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.
- We participate in weekly GM calls and monthly webinars designed to share best practices used at Kemper properties throughout the country.
- Matt Lindley stays in constant contact with Jeff Dayton with regards to long term planning for the property

Insights:

- The Golf Advisory Board seems very pleased in the direction of the property and is working well with Jeff Dayton and Darren Bache.
- Our 2 main focal points are bunkers and cart paths, both in the procurement and scheduling phase.

Year to Date Summary

The super El Nino weather pattern continued to wreak havoc in December. With cooler temps and persistent rainfall, we failed to make budget for the second month in a row. Even with an off month in all revenue categories, we are still well ahead of our YTD target and are positioned well for our peak season traffic. We raised rates on December 1st and there was some turnover amongst some groups. Our rates are very competitive with our surrounding courses and we certainly continue to offer the greatest value for both conditions and service.

Respectfully Submitted,

Jeff Dayton, PGA
General Manager
Cypress Head Golf Club

Matt Lindley
Vice President Operations
KemperSports Management

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
157,914	214,438	74%	190,652	83%	Green Fees & Cart Fees	563,161	617,121	91%	550,923	102%	1,894,268	1,790,589
29,579	18,850	157%	18,589	159%	Merchandise	94,967	57,950	164%	55,264	172%	225,501	326,020
3,218	4,500	72%	3,804	85%	Other Pro Shop	8,153	12,150	67%	8,566	95%	45,630	31,937
4,719	7,821	60%	6,571	72%	Range	17,795	22,856	78%	17,755	100%	83,261	68,847
3,249	5,268	62%	4,168	78%	Other Operating Revenues	11,649	14,025	83%	12,624	92%	44,187	39,866
198,680	250,877	79%	223,785	89%	TOTAL REVENUE	695,725	724,102	96%	645,131	108%	2,292,847	2,257,259
					COST OF SALES							
14,843	13,195	112%	12,541	118%	Merchandise	66,740	40,565	165%	39,060	171%	157,851	230,093
14,843	13,195	112%	12,541	118%	TOTAL COGS	66,740	40,565	165%	39,060	171%	157,851	230,093
50.2%	70.0%	71.7%	67.5%	74.4%	COGS - Merchandise %	70.3%	70.0%	100.4%	70.7%	99.4%	70.0%	864.5%
					PAYROLL							
41,734	46,595	90%	33,289	125%	Course and Grounds	161,676	182,591	89%	150,403	107%	547,942	471,309
16,255	17,791	91%	12,977	125%	Carts, Range, Starters, Etc.	58,247	70,226	83%	43,088	135%	211,522	175,627
13,618	13,498	101%	10,570	129%	Pro Shop	50,608	53,405	95%	37,060	137%	159,420	144,756
17,825	18,572	96%	16,983	105%	General and Administrative	74,446	73,939	101%	65,356	114%	222,142	225,680
7,104	6,702	106%	3,949	180%	Marketing	29,927	26,673	112%	16,682	179%	80,098	47,609
96,536	103,159	94%	77,769	124%	TOTAL PAYROLL	374,903	406,834	92%	312,588	120%	1,221,123	1,064,982
					OPERATING EXPENSES							
24,656	17,482	141%	22,412	110%	Course and Grounds	107,403	106,388	101%	93,367	115%	330,078	342,114
8,228	13,177	62%	13,004	63%	Carts, Range, Starters, Etc.	34,651	46,668	74%	46,338	75%	133,584	123,263
2,031	600	339%	306	664%	Pro Shop	10,139	3,535	287%	2,659	381%	14,245	21,330
29,882	32,888	91%	29,526	101%	General and Administrative	122,764	120,995	101%	115,905	106%	321,392	342,569
710	1,300	55%	837	85%	Marketing	6,865	6,400	107%	4,869	141%	28,800	28,700
65,508	65,447	100%	66,084	99%	TOTAL OPERATING EXPENSES	281,822	283,986	99%	263,137	107%	828,099	857,975
176,887	181,801	97%	156,394	113%	TOTAL EXPENSES	723,465	731,385	99%	614,785	118%	2,207,072	2,153,050
21,793	69,076	32%	67,391	32%	EBITDA	(27,741)	(7,283)	381%	30,346	-91%	85,774	104,209

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
21,793	69,076	32%	67,391	32%	EBITDA	(27,741)	(7,283)	381%	30,346	-91%	85,774	104,209
(6,592)	(6,592)	100%	(6,400)	103%	MANAGEMENT FEES	(26,368)	(26,368)	100%	(25,474)	104%	(79,104)	(77,568)
					OTHER INCOME (EXPENSE)							
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(382)	(382)	100%	(382)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	TOTAL OTHER INCOME (EXPENSE)	(382)	(382)	100%	(382)	100%	(1,146)	(1,146)
15,106	62,388	24%	60,895	25%	NET INCOME	(54,491)	(34,033)	160%	4,490	-1214%	5,524	25,495
3,565	4,759	75%	4,514	79%	Paid Rounds	12,468	14,208	88%	13,557	92%	43,894	44,008
340	411	83%	411	83%	Annual Pass Rounds	1,378	1,282	107%	1,282	107%	4,795	4,259
250	301	83%	301	83%	Other Rounds	992	944	105%	944	105%	2,783	3,072
4,155	5,471	76%	5,226	80%	Total Rounds	14,838	16,434	90%	15,783	94%	51,472	51,339
56	53	106%	50	112%	Revenue/Paid Rounds	56	51	109%	48	117%	52	617
48	46	104%	43	112%	Revenue/Total Rounds	47	44	106%	41	115%	45	526

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
99,526	145,662	68%	131,321	76%	Green Fees	352,471	403,061	87%	365,440	96%	1,227,781	1,153,065
58,388	68,775	85%	59,331	98%	Cart Fee	210,689	214,061	98%	185,483	114%	666,486	637,524
810	500	162%	500	162%	Handicap Fee	1,045	600	174%	595	176%	6,430	6,001
1,478	3,000	49%	2,844	52%	Lessons	3,745	8,700	43%	6,371	59%	31,400	15,361
930	1,000	93%	460	202%	Rental Clubs	3,364	2,850	118%	1,600	210%	7,800	10,575
29,579	18,850	157%	18,589	159%	Retail	94,967	57,950	164%	55,264	172%	225,501	326,020
4,719	7,821	60%	6,571	72%	Range	17,795	22,856	78%	17,755	100%	83,261	68,847
3,249	5,268	62%	4,168	78%	City Surcharge R & R	11,649	14,025	83%	12,624	92%	44,187	39,866
198,680	250,877	79%	223,785	89%	Total Revenues	695,725	724,102	96%	645,131	108%	2,292,847	2,257,259
					COST OF GOODS SOLD							
14,843	13,195	112%	12,541	118%	COGS - Merchandise	66,740	40,565	165%	39,060	171%	157,851	230,093
14,843	13,195	112%	12,541	118%	Total COGS	66,740	40,565	165%	39,060	171%	157,851	230,093
183,837	237,682	77%	211,243	87%	GROSS MARGIN	628,985	683,537	92%	606,071	104%	2,134,996	2,027,166
50.18%	70.00%	71.69%	67.47%	74.38%	COGS - Merchandise %	70.28%	70.00%	100.40%	70.68%	99.43%	70.00%	864.47%
					PAYROLL							
35,730	34,713	103%	25,273	141%	Gross Payroll - Salaried	145,165	138,850	105%	111,569	130%	416,550	403,112
46,428	52,465	88%	40,798	114%	Gross Payroll - Hourly	171,082	206,566	83%	153,847	111%	618,341	501,558
82,158	87,178	94%	66,071	124%	S/T Wages	316,247	345,416	92%	265,416	119%	1,034,892	904,670
6,090	6,669	91%	4,977	122%	Payroll Tax - FICA	24,682	26,424	93%	19,574	126%	79,169	67,014
312	761	41%	466	67%	Payroll Tax - UC	909	860	106%	627	145%	2,816	2,724
703	1,717	41%	1,266	56%	Payroll Tax - WC	5,758	6,805	85%	4,719	122%	20,986	16,935
7,273	6,833	106%	4,989	146%	Benefits	27,308	27,330	100%	22,253	123%	83,261	73,640
14,379	15,981	90%	11,698	123%	S/T Adders	58,657	61,418	96%	47,173	124%	186,231	160,312
96,536	103,159	94%	77,769	124%	TOTAL PAYROLL	374,903	406,834	92%	312,588	120%	1,221,123	1,064,982
					OPERATING EXPENSES							
268	100	268%	89	302%	Cart Supplies	279	400	70%	346	81%	950	666
1,170	800	146%	951	123%	Chemicals	2,982	3,200	93%	2,358	126%	9,600	9,305
826	0	0%	626	132%	Course Accessories	1,335	2,600	51%	1,545	86%	7,400	10,082
4,804	2,200	218%	2,611	184%	Fertilizer	17,695	25,000	71%	16,066	110%	61,100	59,015
0	0	0%	690	0%	Flowers/Decor	60	1,500	4%	787	8%	1,500	1,719
658	1,000	66%	607	108%	Fuel	5,747	5,600	103%	6,318	91%	20,300	19,055
0	350	0%	0	0%	Fungicides	3,227	2,650	122%	992	325%	4,650	4,876
572	600	95%	406	141%	Herbicides	6,032	4,900	123%	4,708	128%	32,600	40,651
1,330	0	0%	245	542%	Insecticides	3,455	400	864%	245	1409%	11,800	10,463
607	400	152%	352	172%	Janitorial Supplies	1,280	2,200	58%	1,869	68%	7,450	6,157
0	80	0%	75	0%	Laundry/Uniforms	42	1,380	3%	1,266	3%	2,405	331
373	650	57%	937	40%	Office Supplies	1,898	3,000	63%	3,077	62%	6,750	6,986
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,703
0	0	0%	0	0%	Range Balls	0	2,000	0%	2,042	0%	9,000	7,000
0	0	0%	0	0%	Range Equipment	0	660	0%	672	0%	1,710	1,002
0	650	0%	625	0%	Range Expenses	1,182	650	182%	625	189%	2,300	3,229
1,453	0	0%	1,213	120%	Sand/Topdress	3,894	2,700	144%	3,793	103%	12,900	14,828
0	0	0%	0	0%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	0	0%	229	0%	Small Tools	0	800	0%	493	0%	2,400	0
0	0	0%	81	0%	Staff/Volunteer Uniforms	0	500	0%	250	0%	500	626
132	300	44%	228	58%	Supplies	3,829	4,950	77%	4,894	78%	7,550	7,591
1,426	0	0%	0	0%	Tournament Expense	3,419	110	3108%	47	7339%	1,500	5,083
142	150	95%	121	118%	Alarm System	568	950	60%	807	70%	2,150	1,649
0	0	0%	(49)	0%	Cart Repairs	47	600	8%	271	17%	1,950	1,704
1,582	800	198%	638	248%	Computer Service	4,682	3,200	146%	1,217	385%	9,600	10,933
1,000	700	143%	850	118%	Contract Cleaning	4,075	2,800	146%	2,643	154%	8,400	10,200
62	2,800	2%	2,745	2%	Guest Relations	1,660	8,500	20%	8,235	20%	8,700	1,683
0	0	0%	0	0%	Handicap Expense	465	275	169%	256	182%	6,845	6,747
175	900	19%	737	24%	Irrigation	525	3,600	15%	3,069	17%	10,800	3,935
583	300	194%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
18	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
0	0	0%	0	0%	Repair & Maint - Paths	2,901	1,500	193%	0	0%	3,000	3,235
935	5,500	17%	7,422	13%	Repair & Maint - Equipment	6,996	11,100	63%	12,286	57%	28,070	29,921
1,811	400	453%	547	331%	Repair & Maint - Building	6,736	1,800	374%	1,757	384%	5,920	20,389
7,141	8,577	83%	8,577	83%	Cart Lease	28,564	34,308	83%	34,308	83%	102,924	97,180
9,945	7,166	139%	7,140	139%	Equipment Lease	39,780	28,664	139%	28,560	139%	85,992	96,900
206	250	82%	206	100%	Off-Site Storage	824	1,000	82%	824	100%	3,000	2,472
959	920	104%	917	105%	Utilities - Electric	3,794	3,430	111%	3,459	110%	11,440	11,911
3,459	3,950	88%	3,594	96%	Utilities - Other	15,403	14,800	104%	13,734	112%	46,200	49,365
199	200	100%	150	133%	Utilities - Telephone/Fax	795	800	99%	797	100%	2,400	2,355
320	216	148%	244	131%	Utilities - Water	981	864	113%	959	102%	2,592	2,639
710	1,300	55%	837	85%	Advertising & Promotion	6,865	6,400	107%	4,869	141%	28,800	28,700
395	350	113%	327	121%	Bank Charges	1,173	1,400	84%	1,314	89%	4,400	3,491
(136)	0	0%	(64)	212%	Cash Short/(Over)	(640)	0	0%	(185)	347%	0	(721)

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
240	270	89%	240	100%	Cell Phone	960	1,060	91%	960	100%	3,220	2,780
3,249	5,268	62%	4,168	78%	City Surcharge R & R	11,649	14,025	83%	12,624	92%	44,187	39,866
4,153	4,000	104%	3,700	112%	Credit Card Discounts	18,914	14,800	128%	14,359	132%	42,800	59,094
0	0	0%	(10)	0%	Donations	0	0	0%	(10)	0%	0	(48)
120	0	0%	0	0%	Dues & Subscriptions	540	2,050	26%	2,037	27%	3,300	1,142
465	430	108%	430	108%	Education & Training	1,067	430	248%	430	248%	740	2,572
1,555	150	1037%	204	764%	Employee Relations	7,760	2,150	361%	1,105	702%	6,400	15,541
53	0	0%	0	0%	Employee Testing	89	0	0%	66	135%	64	171
9,213	8,500	108%	7,675	120%	Insurance Expense	36,854	34,000	108%	30,700	120%	102,000	102,803
(86)	50	-171%	(327)	26%	Member Relations	321	200	161%	(436)	-74%	600	(3,503)
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
2,500	4,000	63%	4,000	63%	O/S - Accounting	12,500	13,500	93%	13,500	93%	19,500	19,500
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
605	400	151%	436	139%	Payroll Processing Fee	1,994	1,600	125%	1,630	122%	5,170	5,786
165	300	55%	283	58%	Postage/Shipping	626	850	74%	838	75%	2,180	1,821
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(120)	0	0%	(50)	240%	200	(285)
0	150	0%	112	0%	Travel - Meals	0	400	0%	112	0%	850	134
180	300	60%	302	60%	Travel - Other	404	1,850	22%	8,103	5%	4,000	3,126
0	20	0%	0	0%	Employee Meals	0	80	0%	25	0%	240	0
65,508	65,447	100%	66,084	99%	TOTAL OPERATING EXPENSES	281,822	283,986	99%	263,137	107%	828,099	857,975
21,793	69,076	32%	67,391	32%	EBITDA	(27,741)	(7,283)	381%	30,346	-91%	85,774	104,209
6,592	6,592	100%	6,400	103%	Management Fee	26,368	26,368	100%	25,474	104%	79,104	77,568
6,592	6,592	100%	6,400	103%	Management Fees	26,368	26,368	100%	25,474	104%	79,104	77,568
23	23	100%	23	100%	Deprec - Mach & Equip	92	92	100%	92	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	290	290	100%	290	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	382	382	100%	382	100%	1,146	1,146
15,106	62,388	24%	60,895	25%	NET INCOME	(54,491)	(34,033)	160%	4,490	-1214%	5,524	25,495

The Golf Club at Cypress Head
Course & Grounds
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
99,526	145,662	68%	131,321	76%	Green Fees	352,471	403,061	87%	365,440	96%	1,227,781	1,153,065
3,249	5,268	62%	4,168	78%	City Surcharge R & R	11,649	14,025	83%	12,624	92%	44,187	39,866
102,775	150,930	68%	135,490	76%	Total Revenues	364,120	417,086	87%	378,063	96%	1,271,968	1,192,931
102,775	150,930	68%	135,490	76%	GROSS MARGIN	364,120	417,086	87%	378,063	96%	1,271,968	1,192,931
					PAYROLL							
11,628	11,378	102%	4,734	246%	Gross Payroll - Salaried	46,392	45,513	102%	37,163	125%	136,539	141,201
24,109	28,051	86%	24,200	100%	Gross Payroll - Hourly	91,667	109,694	84%	93,110	98%	328,670	261,933
35,738	39,429	91%	28,935	124%	S/T Wages	138,059	155,207	89%	130,272	106%	465,209	403,133
2,652	3,016	88%	2,171	122%	Payroll Tax - FICA	10,227	11,873	86%	9,664	106%	35,588	29,834
137	346	40%	228	60%	Payroll Tax - UC	309	346	89%	246	126%	819	783
313	777	40%	609	51%	Payroll Tax - WC	2,382	3,058	78%	2,378	100%	9,434	7,578
2,894	3,028	96%	1,346	215%	Benefits	10,698	12,107	88%	7,841	136%	36,892	29,980
5,996	7,166	84%	4,354	138%	S/T Adders	23,617	27,384	86%	20,130	117%	82,733	68,176
41,734	46,595	90%	33,289	125%	TOTAL PAYROLL	161,676	182,591	89%	150,403	107%	547,942	471,309
					OPERATING EXPENSES							
1,170	800	146%	951	123%	Chemicals	2,982	3,200	93%	2,358	126%	9,600	9,305
826	0	0%	626	132%	Course Accessories	1,335	2,600	51%	1,545	86%	7,400	10,082
4,804	2,200	218%	2,611	184%	Fertilizer	17,695	25,000	71%	16,066	110%	61,100	59,015
0	0	0%	690	0%	Flowers/Decor	60	1,500	4%	787	8%	1,500	1,719
658	1,000	66%	607	108%	Fuel	5,747	5,600	103%	6,318	91%	20,300	19,055
0	350	0%	0	0%	Fungicides	3,227	2,650	122%	992	325%	4,650	4,876
572	600	95%	406	141%	Herbicides	6,032	4,900	123%	4,708	128%	32,600	40,651
1,330	0	0%	245	542%	Insecticides	3,455	400	864%	245	1409%	11,800	10,463
1,453	0	0%	1,213	120%	Sand/Topdress	3,894	2,700	144%	3,793	103%	12,900	14,828
0	0	0%	0	0%	Seeds/Trees	3,520	5,500	64%	5,560	63%	8,500	4,970
0	0	0%	229	0%	Small Tools	0	800	0%	493	0%	2,400	0
0	0	0%	81	0%	Staff/Volunteer Uniforms	0	500	0%	250	0%	500	626
175	900	19%	737	24%	Irrigation	525	3,600	15%	3,069	17%	10,800	3,935
0	0	0%	0	0%	Repair & Maint - Paths	2,901	1,500	193%	0	0%	3,000	3,235
935	1,800	52%	4,222	22%	Repair & Maint - Equipment	5,458	7,200	76%	9,022	60%	21,600	24,978
341	0	0%	148	231%	Repair & Maint - Building	830	500	166%	704	118%	1,000	1,781
9,945	7,166	139%	7,140	139%	Equipment Lease	39,780	28,664	139%	28,560	139%	85,992	96,900
249	270	92%	277	90%	Utilities - Electric	1,103	1,080	102%	1,123	98%	3,240	3,632
1,360	1,750	78%	1,556	87%	Utilities - Other	6,790	7,000	97%	6,139	111%	21,000	21,498
320	216	148%	244	131%	Utilities - Water	981	864	113%	959	102%	2,592	2,639
465	430	108%	430	108%	Education & Training	465	430	108%	430	108%	740	870
0	0	0%	0	0%	Employee Relations	536	200	268%	178	301%	600	1,037
53	0	0%	0	0%	Employee Testing	89	0	0%	34	261%	64	202
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	5,850
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	200	0
24,656	17,482	141%	22,412	110%	TOTAL OPERATING EXPENSES	107,403	106,388	101%	93,335	115%	330,078	342,146
36,385	86,853	42%	79,789	46%	EBITDA	95,042	128,106	74%	134,325	71%	393,949	379,476
36,385	86,853	42%	79,789	46%	NET INCOME	95,042	128,106	74%	134,325	71%	393,949	379,476

The Golf Club at Cypress Head
Maintenance
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					OPERATING EXPENSES							
0	0	0%	0	0%	Employee Testing	0	0	0%	32	0%	0	(32)
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	32	0%	0	(32)
0	0	0%	0	0%	EBITDA	0	0	0%	(32)	0%	0	32
0	0	0%	0	0%	NET INCOME	0	0	0%	(32)	0%	0	32

The Golf Club at Cypress Head
Carts
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
58,388	68,775	85%	59,331	98%	Cart Fee	210,689	214,061	98%	185,483	114%	666,486	637,524
58,388	68,775	85%	59,331	98%	Total Revenues	210,689	214,061	98%	185,483	114%	666,486	637,524
58,388	68,775	85%	59,331	98%	GROSS MARGIN	210,689	214,061	98%	185,483	114%	666,486	637,524
					PAYROLL							
14,888	16,089	93%	11,795	126%	Gross Payroll - Hourly	52,881	63,837	83%	39,300	135%	191,643	158,783
14,888	16,089	93%	11,795	126%	S/T Wages	52,881	63,837	83%	39,300	135%	191,643	158,783
1,175	1,231	95%	912	129%	Payroll Tax - FICA	4,166	4,884	85%	3,116	134%	14,661	12,510
60	145	42%	74	82%	Payroll Tax - UC	292	211	138%	195	149%	1,221	1,245
125	317	39%	189	66%	Payroll Tax - WC	885	1,258	70%	658	135%	3,887	3,014
7	9	78%	7	105%	Benefits	24	37	64%	(180)	-13%	110	75
1,367	1,702	80%	1,182	116%	S/T Adders	5,366	6,389	84%	3,788	142%	19,879	16,845
16,255	17,791	91%	12,977	125%	TOTAL PAYROLL	58,247	70,226	83%	43,088	135%	211,522	175,627
					OPERATING EXPENSES							
268	100	268%	89	302%	Cart Supplies	279	400	70%	346	81%	950	666
110	0	0%	(78)	-140%	Supplies	357	2,500	14%	2,537	14%	3,250	2,102
0	0	0%	(49)	0%	Cart Repairs	47	600	8%	271	17%	1,950	1,704
7,141	8,577	83%	8,577	83%	Cart Lease	28,564	34,308	83%	34,308	83%	102,924	97,180
709	650	109%	640	111%	Utilities - Electric	2,691	2,350	114%	2,337	115%	8,200	8,280
8,228	9,327	88%	9,179	90%	TOTAL OPERATING EXPENSES	31,937	40,158	80%	39,799	80%	117,274	109,931
33,905	41,657	81%	37,175	91%	EBITDA	120,505	103,677	116%	102,596	117%	337,691	351,965
33,905	41,657	81%	37,175	91%	NET INCOME	120,505	103,677	116%	102,596	117%	337,691	351,965

The Golf Club at Cypress Head
Range
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
4,719	7,821	60%	6,571	72%	Range	17,795	22,856	78%	17,755	100%	83,261	68,847
4,719	7,821	60%	6,571	72%	Total Revenues	17,795	22,856	78%	17,755	100%	83,261	68,847
4,719	7,821	60%	6,571	72%	GROSS MARGIN	17,795	22,856	78%	17,755	100%	83,261	68,847
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	0	2,000	0%	2,042	0%	9,000	7,000
0	0	0%	0	0%	Range Equipment	0	660	0%	672	0%	1,710	1,002
0	650	0%	625	0%	Range Expenses	1,182	650	182%	625	189%	2,300	3,229
0	3,200	0%	3,200	0%	Repair & Maint - Equipment	1,532	3,200	48%	3,200	48%	3,300	2,100
0	3,850	0%	3,825	0%	TOTAL OPERATING EXPENSES	2,714	6,510	42%	6,539	42%	16,310	13,331
4,719	3,971	119%	2,746	172%	EBITDA	15,080	16,346	92%	11,217	134%	66,951	55,516
4,719	3,971	119%	2,746	172%	NET INCOME	15,080	16,346	92%	11,217	134%	66,951	55,516

The Golf Club at Cypress Head
Golf Shop
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
810	500	162%	500	162%	Handicap Fee	1,045	600	174%	595	176%	6,430	6,001
1,478	3,000	49%	2,844	52%	Lessons	3,745	8,700	43%	6,371	59%	31,400	15,361
930	1,000	93%	460	202%	Rental Clubs	3,364	2,850	118%	1,600	210%	7,800	10,575
29,579	18,850	157%	18,589	159%	Retail	94,967	57,950	164%	55,264	172%	225,501	326,020
32,797	23,350	140%	22,393	146%	Total Revenues	103,121	70,100	147%	63,829	162%	271,131	357,957
					COST OF GOODS SOLD							
14,843	13,195	112%	12,541	118%	COGS - Merchandise	66,740	40,565	165%	39,060	171%	157,851	230,093
14,843	13,195	112%	12,541	118%	Total COGS	66,740	40,565	165%	39,060	171%	157,851	230,093
17,954	10,155	177%	9,852	182%	GROSS MARGIN	36,381	29,535	123%	24,770	147%	113,280	127,864
50.18%	70.00%	71.69%	67.47%	74.38%	COGS - Merchandise %	70.28%	70.00%	100.40%	70.68%	99.43%	70.00%	864.47%
					PAYROLL							
3,980	3,605	110%	4,329	92%	Gross Payroll - Salaried	16,314	14,420	113%	10,174	160%	43,260	49,123
7,344	8,060	91%	4,730	155%	Gross Payroll - Hourly	25,812	31,980	81%	21,236	122%	94,900	72,611
11,324	11,665	97%	9,059	125%	S/T Wages	42,125	46,400	91%	31,410	134%	138,160	121,733
830	892	93%	688	121%	Payroll Tax - FICA	3,060	3,550	86%	2,395	128%	10,569	9,359
40	105	38%	57	70%	Payroll Tax - UC	107	117	91%	78	137%	504	407
92	230	40%	154	60%	Payroll Tax - WC	717	914	78%	532	135%	2,801	2,306
1,331	606	220%	612	217%	Benefits	4,598	2,424	190%	2,645	174%	7,385	10,951
2,293	1,833	125%	1,512	152%	S/T Adders	8,482	7,005	121%	5,649	150%	21,260	23,023
13,618	13,498	101%	10,570	129%	TOTAL PAYROLL	50,608	53,405	95%	37,060	137%	159,420	144,756
					OPERATING EXPENSES							
0	0	0%	0	0%	Office Supplies	0	200	0%	0	0%	600	138
0	0	0%	0	0%	Printing	1,598	0	0%	0	0%	0	2,688
22	300	7%	306	7%	Supplies	3,472	2,450	142%	2,356	147%	4,300	5,489
1,426	0	0%	0	0%	Tournament Expense	3,419	110	3108%	47	7339%	1,500	5,083
0	0	0%	0	0%	Handicap Expense	465	275	169%	256	182%	6,845	6,747
583	300	194%	0	0%	Lesson Expense	583	300	194%	0	0%	600	583
0	0	0%	0	0%	Repair & Maint - Building	0	200	0%	0	0%	400	0
0	0	0%	0	0%	Education & Training	602	0	0%	0	0%	0	602
2,031	600	339%	306	664%	TOTAL OPERATING EXPENSES	10,139	3,535	287%	2,659	381%	14,245	21,330
2,306	(3,943)	-58%	(1,025)	-225%	EBITDA	(24,366)	(27,405)	89%	(14,949)	163%	(60,384)	(38,223)
2,306	(3,943)	-58%	(1,025)	-225%	NET INCOME	(24,366)	(27,405)	89%	(14,949)	163%	(60,384)	(38,223)

The Golf Club at Cypress Head
G & A
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
14,160	14,229	100%	12,795	111%	Gross Payroll - Salaried	56,814	56,917	100%	49,214	115%	170,751	178,215
86	266	32%	72	119%	Gross Payroll - Hourly	722	1,054	68%	201	360%	3,129	1,224
14,246	14,495	98%	12,867	111%	S/T Wages	57,536	57,971	99%	49,415	116%	173,880	179,439
996	1,109	90%	848	117%	Payroll Tax - FICA	5,332	4,435	120%	3,236	165%	13,302	12,102
51	116	44%	73	70%	Payroll Tax - UC	106	123	86%	74	144%	154	148
123	286	43%	228	54%	Payroll Tax - WC	1,328	1,142	116%	873	152%	3,525	3,383
2,409	2,567	94%	2,967	81%	Benefits	10,144	10,267	99%	11,759	86%	31,280	30,608
3,579	4,077	88%	4,116	87%	S/T Adders	16,910	15,967	106%	15,941	106%	48,262	46,241
17,825	18,572	96%	16,983	105%	TOTAL PAYROLL	74,446	73,939	101%	65,356	114%	222,142	225,680
					OPERATING EXPENSES							
607	400	152%	352	172%	Janitorial Supplies	1,280	2,200	58%	1,869	68%	7,450	6,157
0	80	0%	75	0%	Laundry/Uniforms	42	1,380	3%	1,266	3%	2,405	331
373	650	57%	937	40%	Office Supplies	1,898	2,800	68%	3,077	62%	6,150	6,847
0	0	0%	0	0%	Printing	0	0	0%	0	0%	0	16
142	150	95%	121	118%	Alarm System	568	950	60%	807	70%	2,150	1,649
1,582	800	198%	638	248%	Computer Service	4,682	3,200	146%	1,217	385%	9,600	10,933
1,000	700	143%	850	118%	Contract Cleaning	4,075	2,800	146%	2,643	154%	8,400	10,200
62	2,800	2%	2,745	2%	Guest Relations	1,660	8,500	20%	8,235	20%	8,700	1,683
18	0	0%	0	0%	Pest Control	18	0	0%	0	0%	0	18
0	500	0%	0	0%	Repair & Maint - Equipment	6	700	1%	64	9%	3,170	2,843
1,470	400	367%	399	368%	Repair & Maint - Building	5,906	1,100	537%	1,052	561%	4,520	18,608
206	250	82%	206	100%	Off-Site Storage	824	1,000	82%	824	100%	3,000	2,472
2,100	2,200	95%	2,037	103%	Utilities - Other	8,613	7,800	110%	7,595	113%	25,200	27,868
199	200	100%	150	133%	Utilities - Telephone/Fax	795	800	99%	797	100%	2,400	2,355
395	350	113%	327	121%	Bank Charges	1,173	1,400	84%	1,314	89%	4,400	3,491
(136)	0	0%	(64)	212%	Cash Short/(Over)	(640)	0	0%	(185)	347%	0	(721)
240	270	89%	240	100%	Cell Phone	960	1,060	91%	960	100%	3,220	2,780
3,249	5,268	62%	4,168	78%	City Surcharge R & R	11,649	14,025	83%	12,624	92%	44,187	39,866
4,153	4,000	104%	3,700	112%	Credit Card Discounts	18,914	14,800	128%	14,359	132%	42,800	59,094
0	0	0%	(10)	0%	Donations	0	0	0%	(10)	0%	0	(48)
120	0	0%	0	0%	Dues & Subscriptions	540	2,050	26%	2,037	27%	3,300	1,142
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	1,100
1,555	150	1037%	204	764%	Employee Relations	7,224	1,950	370%	927	779%	5,800	14,504
9,213	8,500	108%	7,675	120%	Insurance Expense	36,854	34,000	108%	30,700	120%	102,000	102,803
(86)	50	-171%	(327)	26%	Member Relations	321	200	161%	(436)	-74%	600	(3,503)
0	0	0%	0	0%	Miscellaneous	0	0	0%	8	0%	0	0
2,500	4,000	63%	4,000	63%	O/S - Accounting	12,500	13,500	93%	13,500	93%	19,500	19,500
605	400	151%	436	139%	Payroll Processing Fee	1,994	1,600	125%	1,630	122%	5,170	5,786
165	300	55%	283	58%	Postage/Shipping	626	850	74%	838	75%	2,180	1,821
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(120)	0	0%	(50)	240%	0	(285)
0	150	0%	112	0%	Travel - Meals	0	400	0%	112	0%	850	134
180	300	60%	302	60%	Travel - Other	404	1,850	22%	8,103	5%	4,000	3,126
0	20	0%	0	0%	Employee Meals	0	80	0%	25	0%	240	0
29,882	32,888	91%	29,526	101%	TOTAL OPERATING EXPENSES	122,764	120,995	101%	115,905	106%	321,392	342,569
(47,708)	(51,460)	93%	(46,510)	103%	EBITDA	(197,210)	(194,934)	101%	(181,260)	109%	(543,534)	(568,249)
6,592	6,592	100%	6,400	103%	Management Fee	26,368	26,368	100%	25,474	104%	79,104	77,568
6,592	6,592	100%	6,400	103%	Management Fees	26,368	26,368	100%	25,474	104%	79,104	77,568
23	23	100%	23	100%	Deprec - Mach & Equip	92	92	100%	92	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	290	290	100%	290	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	382	382	100%	382	100%	1,146	1,146
(54,395)	(58,148)	94%	(53,005)	103%	NET INCOME	(223,960)	(221,684)	101%	(207,116)	108%	(623,784)	(646,963)

The Golf Club at Cypress Head
Marketing
For the Four Months Ending January 31, 2024

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
5,962	5,500	108%	3,415	175%	Gross Payroll - Salaried	25,645	22,000	117%	15,018	171%	66,000	34,573
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	0	0%	0	7,008
5,962	5,500	108%	3,415	175%	S/T Wages	25,645	22,000	117%	15,018	171%	66,000	41,581
438	421	104%	357	123%	Payroll Tax - FICA	1,897	1,683	113%	1,164	163%	5,049	3,208
23	50	46%	34	67%	Payroll Tax - UC	95	63	151%	34	281%	117	140
51	108	47%	86	60%	Payroll Tax - WC	445	433	103%	278	160%	1,338	654
631	624	101%	58	1098%	Benefits	1,844	2,494	74%	188	979%	7,594	2,025
1,143	1,202	95%	534	214%	S/T Adders	4,282	4,673	92%	1,664	257%	14,098	6,028
7,104	6,702	106%	3,949	180%	TOTAL PAYROLL	29,927	26,673	112%	16,682	179%	80,098	47,609
					OPERATING EXPENSES							
710	1,300	55%	837	85%	Advertising & Promotion	6,865	6,400	107%	4,869	141%	28,800	28,700
710	1,300	55%	837	85%	TOTAL OPERATING EXPENSES	6,865	6,400	107%	4,869	141%	28,800	28,700
(7,814)	(8,002)	98%	(4,786)	163%	EBITDA	(36,791)	(33,073)	111%	(21,550)	171%	(108,898)	(76,309)
(7,814)	(8,002)	98%	(4,786)	163%	NET INCOME	(36,791)	(33,073)	111%	(21,550)	171%	(108,898)	(76,309)

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended January 31, 2024

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(15,215)	(28,021)	(6,299)	21,793	0	0	0	0	0	0	0	0
Management Fee Expense	(6,592)	(6,592)	(6,592)	(6,592)	0	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	0	0	0	0	0	0	0	0
Net Income	(21,903)	(34,708)	(12,986)	15,106	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(14,763)	3,053	1,069	(20,240)	0	0	0	0	0	0	0	0
Receivables	38,209	5,687	2,684	(5,913)	0	0	0	0	0	0	0	0
Prepaid Expenses	9,683	(30,551)	(2,078)	12,013	0	0	0	0	0	0	0	0
Payables	31,140	10,179	(723)	26,959	0	0	0	0	0	0	0	0
Due to from the City	(148)	1,332	50	(304)	0	0	0	0	0	0	0	0
Accrued Expenses	10,560	4,778	(9,427)	12,042	0	0	0	0	0	0	0	0
Deferred Revenues	(15,018)	(10,866)	(7,321)	(12,423)	0	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	0	0	0	0	0	0	0	0
Operating Cash Flow	37,855	(51,000)	(28,637)	27,336	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activites												
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	0	0	0	0	0	0	0	0
Beginning Cash	349,699	387,555	336,554	307,917	335,253	277,104	277,104	277,104	277,104	277,104	277,104	277,104
Net Cash Flows	37,855	(51,000)	(28,637)	27,336	0	0	0	0	0	0	0	0
Ending Cash	387,555	336,554	307,917	335,253	335,253	277,104	277,104	277,104	277,104	277,104	277,104	277,104

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2024

	01/31/24	09/30/23	01/31/23
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	257,464	297,893	283,788
Cash - Payroll	76,439	50,456	49,344
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	335,253	349,699	334,482
Accounts Receivable			
A/R Member	6,608	47,275	5,538
Total Accounts Recievable	6,608	47,275	5,538
Other Current Assets			
Inventory - Merchandise	130,241	99,360	66,958
Prepaid Insurance	26,747	45,051	22,900
Prepaid Exp - Other	40,626	11,388	31,757
Total Other Current Assets	197,615	155,800	121,616
TOTAL CURRENT ASSETS	539,477	552,774	461,635
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(32,643)	(32,261)	(31,497)
TOTAL PROPERTY, PLANT AND EQUIPMENT	3,505	3,887	4,651
TOTAL ASSETS	542,981	556,661	466,287

The Golf Club at Cypress Head

For the Four Months Ending January 31, 2024

	01/31/24	09/30/23	01/31/23
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	118,911	51,356	105,924
Accts Pay - Other	209,583	208,653	123,833
Accrued Expenses	305	2,415	3,429
Accrued Payroll	65,514	50,567	48,778
Accrued Taxes	12,238	7,122	13,707
Deferred Revenue	190,919	236,547	165,927
TOTAL CURRENT LIBILITIES	597,470	556,659	461,597
TOTAL LIABILITIES	597,470	556,659	461,597
STOCKHOLDER'S EQUITY			
Retained Earnings	(54,489)	2	4,689
Net Retained Earnings	(54,489)	2	4,689
Stockholders Equity	(54,489)	2	4,689
TOTAL STOCKHOLDER'S EQUITY	(54,489)	2	4,689
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	542,981	556,661	466,287

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:
Date: 1/1/2024 1/31/2024
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$225,836.59	$194,872.17	$163,244.91	$31,627.26	$257,463.85
	10050-5950-900	Cash - Course Payroll BMO	$80,730.88	$65,467.83	$69,759.22	($4,291.39)	$76,439.49
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$695.66	$11,736.31	$5,823.58	$5,912.73	$6,608.39
	12000-5950-900	Inventory - Merchandise	$110,001.46	$37,267.44	$17,027.41	$20,240.03	$130,241.49
	13020-5950-900	Prepaid Insurance	$35,960.21	$0.00	$9,213.41	($9,213.41)	$26,746.80
	13040-5950-900	Prepaid Exp - Other	$43,426.08	$0.00	$2,799.60	($2,799.60)	$40,626.48
	20100-5950-900	Machinery & Equipment	$5,550.40	$0.00	$0.00	$0.00	$5,550.40
	20160-5950-900	Buildings and Improvements	$30,597.54	$0.00	$0.00	$0.00	$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	($5,063.74)	$0.00	$23.12	($23.12)	($5,086.86)
	22080-5950-900	Accum. Deprec - Buildings	($27,483.86)	$0.00	$72.41	($72.41)	($27,556.27)
	30000-5950-900	Accts Pay - Trade	($91,952.00)	$69,043.95	$96,003.33	($26,959.38)	($118,911.38)
	30040-5950-900	Accts Pay - Other	($209,886.91)	$17,589.47	$17,285.11	$304.36	($209,582.55)
	31000-5950-900	Accrued Expenses	($5,609.83)	$5,609.83	$305.00	$5,304.83	($305.00)
	31020-5950-900	Accrued Payroll	($49,954.50)	$79,564.77	$94,900.81	($15,336.04)	($65,290.54)
	31080-5950-900	Accrued Tips Payable	$0.00	$518.25	$741.30	($223.05)	($223.05)
	31220-5950-900	Accrued Sales Tax	($10,450.79)	$10,450.79	$12,238.43	($1,787.64)	($12,238.43)
	31400-5950-900	Accrued City Surcharge	$0.00	$3,249.49	$3,249.49	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($6,944.87)	$1,417.66	$2,944.73	($1,527.07)	($8,471.94)
	32020-5950-900	Deferred Rev - Outing Deposits	($10,901.07)	$2,091.15	$4,182.30	($2,091.15)	($12,992.22)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($24,796.66)	$2,755.26	$0.00	$2,755.26	($22,041.40)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($31,749.15)	$3,527.79	$3,394.90	$132.89	($31,616.26)
	32070-5950-900	Deferred Rev - Gift Cards	($57,674.15)	$8,233.70	$951.25	$7,282.45	($50,391.70)
	32100-5950-900	Deferred Rev - Credit Books	($10,530.59)	$891.91	$974.00	($82.09)	($10,612.68)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($60,745.63)	$8,036.24	$2,083.74	$5,952.50	($54,793.13)
	49020-5950-900	Retained Earnings - Current	($1.77)	$0.00	$0.00	$0.00	($1.77)
	50000-5950-100	Green Fees - Annual Pass	($18,557.78)	$0.00	$6,283.05	($6,283.05)	($24,840.83)
	5003A-5950-100	Green Fee - Group	($22,907.47)	$0.00	$13,462.96	($13,462.96)	($36,370.43)
	50040-5950-100	Green Fees - Member	($1,117.88)	$948.74	$0.00	$948.74	($169.14)
	5006A-5950-100	Green Fee - Junior	($537.14)	$0.00	$370.06	($370.06)	($907.20)
	50070-5950-100	Green Fees - (surcharge)	($8,395.67)	$3,249.49	$6,498.97	($3,249.48)	($11,645.15)
	5007A-5950-100	Green Fee - League	($156.24)	$0.00	$0.00	$0.00	($156.24)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	($33,881.04)	$0.00	$20,020.03	($20,020.03)	($53,901.07)
	5011A-5950-100	Green Fee - Non-Revenue	$0.00	$3.75	$3.75	$0.00	$0.00
	5012A-5950-100	Green Fee - Outing	($18,388.73)	$0.00	$8,534.56	($8,534.56)	($26,923.29)
	5014A-5950-100	Green Fee - Resident	($90,954.56)	$8,651.58	$34,284.41	($25,632.83)	($116,587.39)
	5015A-5950-100	Green Fee - Senior	($54,246.63)	$0.00	$22,901.24	($22,901.24)	($77,147.87)
	5016A-5950-100	Green Fee - Staff	($1.88)	$0.00	$0.00	$0.00	($1.88)
	5019A-5950-100	Green Fee - Wholesale	($3,800.66)	$50.72	$71.04	($20.32)	($3,820.98)
	50500-5950-200	Cart Fee 18	($127,952.14)	$0.00	$50,352.19	($50,352.19)	($178,304.33)
	50520-5950-200	Cart Fee - Annual Trail	($24,348.49)	$0.00	$8,036.24	($8,036.24)	($32,384.73)
	52090-5950-600	Handicap Fee	($235.00)	$30.00	$840.00	($810.00)	($1,045.00)
	52150-5950-600	Lessons	($2,266.66)	$0.00	$1,478.00	($1,478.00)	($3,744.66)
	52280-5950-600	Rental Clubs	($2,433.78)	$0.00	$930.00	($930.00)	($3,363.78)
	52310-5950-600	Retail	($65,387.81)	$0.00	$29,579.36	($29,579.36)	($94,967.17)
	53050-5950-220	Range Pass Revenue	($13,075.24)	$0.00	$4,719.32	($4,719.32)	($17,794.56)
	56120-5950-100	City Surcharge R & R	($8,399.43)	$0.00	$3,249.49	($3,249.49)	($11,648.92)
	60000-5950-600	COGS - Merchandise - Accessories	$51,897.11	$14,842.92	$0.00	$14,842.92	$66,740.03
	70000-5950-100	Gross Payroll - Salaried	$34,763.67	$23,025.23	$11,396.80	$11,628.43	$46,392.10
	70000-5950-600	Gross Payroll - Salaried	$12,333.53	$7,959.07	$3,978.84	$3,980.23	$16,313.76
	70000-5950-900	Gross Payroll - Salaried	$42,653.77	$28,163.86	$14,003.91	$14,159.95	$56,813.72
	70000-5950-950	Gross Payroll - Salaried	$19,683.70	$12,917.85	$6,956.31	$5,961.54	$25,645.24

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	$67,557.61	$47,529.36	$23,419.97	$24,109.39	$91,667.00
	70010-5950-200	Gross Payroll - Hourly	$37,993.40	$30,098.24	$15,210.41	$14,887.83	$52,881.23
	70010-5950-600	Gross Payroll - Hourly	$18,467.49	$15,052.25	$7,708.06	$7,344.19	$25,811.68
	70010-5950-900	Gross Payroll - Hourly	$635.64	$172.40	$86.20	$86.20	$721.84
	71000-5950-100	Payroll Tax - FICA	$7,575.14	$5,230.61	$2,578.53	$2,652.08	$10,227.22
	71000-5950-200	Payroll Tax - FICA	$2,991.25	$2,351.20	$1,176.63	$1,174.57	$4,165.82
	71000-5950-600	Payroll Tax - FICA	$2,230.24	$1,683.91	$854.05	$829.86	$3,060.10
	71000-5950-900	Payroll Tax - FICA	$4,335.92	$1,966.81	$970.74	$996.07	$5,331.99
	71000-5950-950	Payroll Tax - FICA	$1,459.57	$945.60	$508.03	$437.57	$1,897.14
	71010-5950-100	Payroll Tax - UC	$171.81	$365.01	$227.54	$137.47	$309.28
	71010-5950-200	Payroll Tax - UC	$231.08	$165.79	$105.36	$60.43	$291.51
	71010-5950-600	Payroll Tax - UC	$66.69	$119.70	$79.49	$40.21	$106.90
	71010-5950-900	Payroll Tax - UC	$54.97	$124.19	$72.94	$51.25	$106.22
	71010-5950-950	Payroll Tax - UC	$72.70	$61.60	$38.97	$22.63	$95.33
	71020-5950-100	Payroll Tax - WC	$2,069.22	$602.06	$289.52	$312.54	$2,381.76
	71020-5950-200	Payroll Tax - WC	$759.98	$220.99	$95.86	$125.13	$885.11
	71020-5950-600	Payroll Tax - WC	$625.47	$176.82	$84.83	$91.99	$717.46
	71020-5950-900	Payroll Tax - WC	$1,205.85	$247.46	$124.93	$122.53	$1,328.38
	71020-5950-950	Payroll Tax - WC	$393.59	$123.65	$72.42	$51.23	$444.82
	71030-5950-100	Benefits	$7,804.53	$14,854.39	$11,960.53	$2,893.86	$10,698.39
	71030-5950-200	Benefits	$16.31	$1,136.61	$1,129.37	$7.24	$23.55
	71030-5950-600	Benefits	$3,266.48	$3,292.57	$1,961.45	$1,331.12	$4,597.60
	71030-5950-900	Benefits	$7,734.40	$6,605.36	$4,195.89	$2,409.47	$10,143.87
	71030-5950-950	Benefits	$1,213.03	$1,098.28	$466.92	$631.36	$1,844.39
	80110-5950-200	Cart Supplies	$10.64	$268.08	$0.00	$268.08	$278.72
	80120-5950-100	Chemicals	$1,811.37	$1,170.18	$0.00	$1,170.18	$2,981.55
	80170-5950-100	Course Accessories	$508.86	$825.83	$0.00	$825.83	$1,334.69
	80230-5950-100	Fertilizer	$12,891.85	$4,803.55	$0.00	$4,803.55	$17,695.40
	80250-5950-100	Flowers/Decor	$59.82	$0.00	$0.00	$0.00	$59.82
	80270-5950-100	Fuel	$5,088.91	$658.43	$0.00	$658.43	$5,747.34
	80280-5950-100	Fungicides	$3,226.52	$0.00	$0.00	$0.00	$3,226.52
	80320-5950-100	Herbicides	$5,459.37	$572.24	$0.00	$572.24	$6,031.61
	80370-5950-100	Insecticides	$2,124.58	$1,329.92	$0.00	$1,329.92	$3,454.50
	80380-5950-900	Janitorial Supplies	$672.92	$607.14	$0.00	$607.14	$1,280.06
	80420-5950-900	Laundry/Uniforms	$41.50	$0.00	$0.00	$0.00	$41.50
	80520-5950-900	Office Supplies	$1,525.28	$426.73	$53.92	$372.81	$1,898.09
	80590-5950-600	Printing	$1,597.80	$0.00	$0.00	$0.00	$1,597.80
	80630-5950-220	Range Expenses	$1,181.94	$0.00	$0.00	$0.00	$1,181.94
	80690-5950-100	Sand/Topdress	$2,440.91	$1,453.11	$0.00	$1,453.11	$3,894.02
	80710-5950-100	Seeds/Trees	$3,520.00	$0.00	$0.00	$0.00	$3,520.00
	80780-5950-200	Supplies	$246.97	$109.85	$0.00	$109.85	$356.82
	80780-5950-600	Supplies	$3,450.34	$22.00	$0.00	$22.00	$3,472.34
	80810-5950-600	Tournament Expense	$1,993.34	$1,485.88	$60.00	$1,425.88	$3,419.22
	81010-5950-900	Alarm System	$426.00	$142.00	$0.00	$142.00	$568.00
	81090-5950-200	Cart Repairs	$46.87	$0.00	$0.00	$0.00	$46.87
	81130-5950-900	Computer Service	$3,100.47	$2,956.81	$1,375.00	$1,581.81	$4,682.28
	81140-5950-900	Contract Cleaning	$3,075.00	$1,000.00	$0.00	$1,000.00	$4,075.00
	81200-5950-900	Guest Relations	$1,597.76	$61.80	$0.00	$61.80	$1,659.56
	81220-5950-600	Handicap Expense	$465.00	$0.00	$0.00	$0.00	$465.00
	81250-5950-100	Irrigation	$350.00	$175.00	$0.00	$175.00	$525.00
	81270-5950-600	Lesson Expense	$0.00	$583.20	$0.00	$583.20	$583.20
	81300-5950-900	Pest Control	$0.00	$17.92	$0.00	$17.92	$17.92
	81340-5950-100	Repair & Maint - Paths	$2,901.18	$0.00	$0.00	$0.00	$2,901.18
	81350-5950-100	Repair & Maint - Equipment	$4,523.13	$934.75	$0.00	$934.75	$5,457.88
	81350-5950-220	Repair & Maint - Equipment	$1,532.43	$0.00	$0.00	$0.00	$1,532.43
	81350-5950-900	Repair & Maint - Equipment	$5.50	$0.00	$0.00	$0.00	$5.50
	81360-5950-100	Repair & Maint - Building	$489.53	$340.94	$0.00	$340.94	$830.47
	81360-5950-900	Repair & Maint - Building	$4,436.22	$1,469.62	$0.00	$1,469.62	$5,905.84
	82000-5950-200	Cart Lease	$21,423.00	$7,141.00	$0.00	$7,141.00	$28,564.00
	82020-5950-100	Equipment Lease	$29,835.00	$9,945.00	$0.00	$9,945.00	$39,780.00

TRIAL BALANCE SUMMARY FOR 2023

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	82060-5950-900	Off-Site Storage	$618.00	$206.00	$0.00	$206.00	$824.00
	83000-5950-100	Utlities - Electric	$853.53	$249.47	$0.00	$249.47	$1,103.00
	83000-5950-200	Utilities - Electric	$1,981.49	$709.20	$0.00	$709.20	$2,690.69
	83020-5950-100	Utlities - Other	$5,430.35	$1,359.66	$0.00	$1,359.66	$6,790.01
	83020-5950-900	Utilities - Other	$6,513.65	$2,099.73	$0.00	$2,099.73	$8,613.38
	83030-5950-900	Utilities - Telephone/Fax	$596.21	$199.11	$0.00	$199.11	$795.32
	83050-5950-100	Utlities - Water	$660.36	$320.18	$0.00	$320.18	$980.54
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$6,154.49	$710.07	$0.00	$710.07	$6,864.56
	85020-5950-900	Bank Charges	$777.66	$394.92	$0.00	$394.92	$1,172.58
	85050-5950-900	Cash Short/(Over)	($503.92)	$654.88	$791.33	($136.45)	($640.37)
	85060-5950-900	Cell Phone	$720.00	$240.00	$0.00	$240.00	$960.00
	85070-5950-900	City Surcharge R & R	$8,399.43	$3,249.49	$0.00	$3,249.49	$11,648.92
	85120-5950-900	Credit Card Discounts	$14,760.11	$4,153.49	$0.00	$4,153.49	$18,913.60
	85150-5950-900	Dues & Subscriptions	$420.00	$119.99	$0.00	$119.99	$539.99
	85160-5950-100	Education & Training	$0.00	$465.00	$0.00	$465.00	$465.00
	85160-5950-600	Education & Training	$601.50	$0.00	$0.00	$0.00	$601.50
	85190-5950-100	Employee Relations	$535.64	$0.00	$0.00	$0.00	$535.64
	85190-5950-900	Employee Relations	$5,669.23	$1,780.83	$226.05	$1,554.78	$7,224.01
	85200-5950-100	Employee Testing	$36.11	$52.76	$0.00	$52.76	$88.87
	85280-5950-900	Insurance Expense	$27,640.23	$9,213.41	$0.00	$9,213.41	$36,853.64
	85320-5950-900	Member Relations	$407.00	$61.00	$146.68	($85.68)	$321.32
	85390-5950-900	O/S - Accounting	$10,000.00	$2,500.00	$0.00	$2,500.00	$12,500.00
	85480-5950-900	Payroll Processing Fee	$1,389.02	$605.11	$0.00	$605.11	$1,994.13
	85490-5950-900	Postage/Shipping	$460.33	$188.11	$22.70	$165.41	$625.74
	85610-5950-900	Tax/Licenses/Fees	($90.00)	$0.00	$30.00	($30.00)	($120.00)
	85720-5950-900	Travel - Other	$223.76	$195.11	$15.21	$179.90	$403.66
	90000-5950-900	Management Fee	$19,776.00	$6,592.00	$0.00	$6,592.00	$26,368.00
	98020-5950-900	Deprec - Mach & Equip	$69.36	$23.12	$0.00	$23.12	$92.48
	98040-5950-900	Deprec - Buildings	$217.23	$72.41	$0.00	$72.41	$289.64
	R002A-5950-100	Rounds - Annual	13,625.00	340.00	0.00	340.00	13,965.00
	R003A-5950-100	Rounds - Group	16,282.00	437.00	0.00	437.00	16,719.00
	R005A-5950-100	Rounds - Green Fee - Hotel	44.00	0.00	0.00	0.00	44.00
	R006A-5950-100	Rounds - Green Fee - Junior	1,950.00	82.00	0.00	82.00	2,032.00
	R007A-5950-100	Rounds - Green Fee - League	15,054.00	0.00	0.00	0.00	15,054.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	8,772.00	563.00	0.00	563.00	9,335.00
	R011A-5950-100	Rounds - Green Fee - Non-Revenue	877.00	17.00	0.00	17.00	894.00
	R012A-5950-100	Rounds - Green Fee - Outing	9,844.00	260.00	0.00	260.00	10,104.00
	R014A-5950-100	Rounds - Resident	60,111.00	1,549.00	0.00	1,549.00	61,660.00
	R015A-5950-100	Rounds - Green Fee - Senior	24,294.00	670.00	0.00	670.00	24,964.00
	R016A-5950-100	Rounds - Green Fee - Staff	5,188.00	153.00	0.00	153.00	5,341.00
	R017A-5950-100	Rounds - Green Fee - Trade	3,480.00	80.00	0.00	80.00	3,560.00
	R018A-5950-100	Rounds - Green Fee - Twilight	31.00	0.00	0.00	0.00	31.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	556.00	4.00	0.00	4.00	560.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**161**	**$0.00**	**$831,308.11**	**$831,308.11**	**$0.00**	**$0.00**

The Golf Club at Cypress Head

For the Month Ending January 31, 2024

	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23	01/31/24
REVENUES													
Green Fees & Cart Fees	190,652.13	202,987.87	215,490.49	193,774.07	152,982.45	129,068.67	130,571.95	99,504.03	103,049.03	132,793.69	117,320.82	155,131.80	157,914.22
Merchandise	18,588.99	31,512.42	31,817.76	26,833.45	32,725.04	34,350.55	24,446.20	27,611.03	21,755.93	30,272.41	17,828.09	17,287.31	29,579.36
Other Pro Shop	3,804.00	6,604.00	4,505.00	2,976.50	3,060.00	2,035.00	1,563.00	1,700.39	1,340.00	2,044.39	1,096.66	1,794.39	3,218.00
Range	6,571.07	7,756.67	8,744.83	7,745.13	6,551.80	6,283.24	5,076.88	4,383.83	4,510.31	4,124.45	3,591.96	5,358.83	4,719.32
Other Operating Revenues	4,168.43	4,441.06	4,778.04	3,995.63	3,396.74	3,231.72	3,196.76	2,553.89	2,623.07	2,927.69	2,531.89	2,939.85	3,249.49
TOTAL REVENUE	223,784.62	253,302.02	265,336.12	235,324.78	198,716.03	174,969.18	164,854.79	135,753.17	133,278.34	172,162.63	142,369.42	182,512.18	198,680.39
COST OF SALES													
Merchandise	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92
TOTAL COGS	12,541.39	23,645.30	21,473.04	18,085.38	25,824.70	24,862.73	16,461.49	19,763.18	13,237.30	17,644.87	17,729.21	16,523.03	14,842.92
COGS - Merchandise %	67.5%	75.0%	67.5%	67.4%	78.9%	72.4%	67.3%	71.6%	60.8%	58.3%	99.4%	95.6%	50.2%
PAYROLL													
Course and Grounds	33,288.78	41,234.88	39,656.83	36,721.96	39,379.74	36,084.94	37,380.16	40,270.77	38,904.15	40,911.93	40,017.82	39,012.23	41,733.77
Carts, Range, Starters, Etc.	12,977.07	12,162.64	15,935.90	16,569.79	15,122.18	15,121.41	14,481.80	13,883.29	14,103.01	15,698.59	12,006.85	14,286.58	16,255.20
Pro Shop	10,570.48	11,008.79	12,447.03	11,852.05	11,781.65	11,619.61	11,132.34	11,696.64	12,610.75	12,983.02	12,052.42	11,954.46	13,617.60
General and Administrative	16,983.43	15,566.50	17,303.45	16,471.00	16,256.82	16,675.81	16,496.47	16,925.57	35,538.54	18,185.01	17,710.28	20,725.26	17,825.47
Marketing	3,948.90	4,553.32	3,702.16	2,476.00	1,154.73	2,078.81	715.70	127.10	2,874.06	6,887.53	6,326.90	9,608.16	7,104.33
TOTAL PAYROLL	77,768.66	84,526.13	89,045.37	84,090.80	83,695.12	81,580.58	80,206.47	82,903.37	104,030.51	94,666.08	88,114.27	95,586.69	96,536.37
OPERATING EXPENSES													
Course and Grounds	22,411.79	32,884.10	29,630.97	27,235.88	38,080.90	26,451.23	23,658.31	33,689.52	23,080.05	32,473.09	22,667.56	27,606.37	24,656.02
Carts, Range, Starters, Etc.	13,003.55	14,509.57	10,386.39	9,778.26	9,691.04	10,693.49	10,065.89	12,613.48	10,873.00	9,222.11	6,651.34	10,549.89	8,228.13
Pro Shop	305.73	5,915.29	2,068.60	1,503.88	0.00	242.63	585.57	75.61	799.35	4,602.73	706.37	2,798.88	2,031.08
General and Administrative	29,526.11	27,848.02	28,772.72	24,549.16	28,348.77	23,005.64	26,061.35	25,351.68	35,867.52	28,092.93	31,421.20	33,367.23	29,882.31
Marketing	836.70	112.46	566.18	6,400.23	2,481.75	3,967.87	5,503.70	1,294.11	1,509.27	675.87	3,100.00	2,378.62	710.07
TOTAL OPERATING EXPENSE	66,083.88	81,269.44	71,424.86	69,467.41	78,602.46	64,360.86	65,874.82	73,024.40	72,129.19	75,066.73	64,546.47	76,700.99	65,507.61
TOTAL EXPENSES	156,393.93	189,440.87	181,943.27	171,643.59	188,122.28	170,804.17	162,542.78	175,690.95	189,397.00	187,377.68	170,389.95	188,810.71	176,886.90
EBITDA	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(56,118.66)	(15,215.05)	(28,020.53)	(6,298.53)	21,793.49

The Golf Club at Cypress Head

For the Month Ending January 31, 2024

	01/31/23	02/28/23	03/31/23	04/30/23	05/31/23	06/30/23	07/31/23	08/31/23	09/30/23	10/31/23	11/30/23	12/31/23	01/31/24
EBITDA	67,390.69	63,861.15	83,392.85	63,681.19	10,593.75	4,165.01	2,312.01	(39,937.78)	(56,118.66)	(15,215.05)	(28,020.53)	(6,298.53)	21,793.49
MANAGEMENT FEES	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,400.00)	(6,592.00)	(6,592.00)	(6,592.00)	(6,592.00)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income/(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain/(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	60,895.16	57,365.62	76,897.32	57,185.66	4,098.22	(2,330.52)	(4,183.52)	(46,433.31)	(62,614.19)	(21,902.58)	(34,708.06)	(12,986.06)	15,105.96
Paid Rounds	4,514.00	4,848.00	5,285.00	4,537.00	3,928.00	3,889.00	3,619.00	2,669.00	2,765.00	3,148.00	2,746.00	3,009.00	3,565.00
Annual Pass Rounds	411.00	413.00	414.00	406.00	351.00	325.00	298.00	336.00	338.00	369.00	308.00	361.00	340.00
Other Rounds	301.00	268.00	295.00	247.00	254.00	282.00	236.00	258.00	240.00	219.00	208.00	315.00	250.00
Total Rounds	5,226.00	5,529.00	5,994.00	5,190.00	4,533.00	4,496.00	4,153.00	3,263.00	3,343.00	3,736.00	3,262.00	3,685.00	4,155.00
Revenue/Paid Rounds	49.58	52.25	50.21	51.87	50.59	44.99	45.55	50.86	48.20	54.69	51.85	60.66	55.73
Revenue/Total Rounds	42.82	45.81	44.27	45.34	43.84	38.92	39.70	41.60	39.87	46.08	43.64	49.53	47.82
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
Course Cash Flow Report
January 31, 2024

	January	*YTD*
EBITDA	**$21,793.49**	**($27,740.62)**
Management Fee Expense	**(6,592.00)**	**(26,368.00)**
Depreciation & Amortization	**(95.53)**	**(382.12)**
Net Income	**15,105.96**	**(54,490.74)**
Working Capital Changes		
Inventory	**(20,240.03)**	**(30,881.77)**
Receivables	**(5,912.73)**	**40,666.55**
Payables	**26,959.38**	**67,555.85**
Due to from the City	**(304.36)**	**929.87**
Prepaids	**12,013.01**	**(10,933.45)**
Accrued Liabilities	**12,041.90**	**17,953.34**
Other Liabilities	**(12,422.79)**	**(45,627.68)**
Depreciation & Amortization	**95.53**	**382.12**
Operating Cash Flow	**27,335.87**	**(14,445.91)**
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	**27,335.87**	**(14,445.91)**
Beginning Cash	**307,917.47**	**349,699.25**
Net Cash Flows	**27,335.87**	**(14,445.91)**
Ending Cash	**335,253.34**	**335,253.34**

The Golf Club at Cypress Head
Comparative Income Statement
For the Four Months Ending January 31, 2024

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	190,652	550,923	1,778,351	31%	157,914	563,161	1,894,268	30%
Merchandise	18,589	55,264	286,316	19%	29,579	94,967	225,501	42%
Other Pro Shop	3,804	8,566	32,350	26%	3,218	8,153	45,630	18%
Range	6,571	17,755	68,808	26%	4,719	17,795	83,261	21%
Other Operating Revenues	4,168	12,624	40,841	31%	3,249	11,649	44,187	26%
TOTAL REVENUE	223,785	645,131	2,206,665	29%	198,680	695,725	2,292,847	30%
COST OF SALES								
Merchandise	12,541	39,060	202,413	19%	14,843	66,740	157,851	42%
TOTAL COGS	12,541	39,060	202,413	19%	14,843	66,740	157,851	42%
COGS - Merchandise %	67.5%	70.7%	70.7%	100.0%	50.2%	70.3%	70.0%	100.4%
PAYROLL								
Course and Grounds	33,289	150,403	460,036	33%	41,734	161,676	547,942	30%
Carts, Range, Starters, Etc.	12,977	43,088	160,468	27%	16,255	58,247	211,522	28%
Pro Shop	10,570	37,060	131,209	28%	13,618	50,608	159,420	32%
General and Administrative	16,983	65,356	216,590	30%	17,825	74,446	222,142	34%
Marketing	3,949	16,682	34,364	49%	7,104	29,927	80,098	37%
TOTAL PAYROLL	77,769	312,588	1,002,667	31%	96,536	374,903	1,221,123	31%
OPERATING EXPENSES								
Course and Grounds	22,412	93,367	328,078	28%	24,656	107,403	330,078	33%
Carts, Range, Starters, Etc.	13,004	46,338	134,949	34%	8,228	34,651	133,584	26%
Pro Shop	306	2,659	13,850	19%	2,031	10,139	14,245	71%
General and Administrative	29,526	115,905	335,710	35%	29,882	122,764	321,392	38%
Marketing	837	4,869	26,704	18%	710	6,865	28,800	24%
TOTAL OPERATING EXPENSES	66,084	263,137	839,290	31%	65,508	281,822	828,099	34%
TOTAL EXPENSES	156,394	614,785	2,044,370	30%	176,887	723,465	2,207,072	33%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,400)	(25,474)	(76,674)	33%	(6,592)	(26,368)	(79,104)	33%
Depreciation & Amortization	(96)	(382)	(1,146)	33%	(96)	(382)	(1,146)	33%
TOTAL OTHER INCOME (EXPENSE)	(6,496)	(25,856)	(77,820)	33%	(6,688)	(26,750)	(80,250)	33%
NET INCOME	60,895	4,490	84,476	5%	15,106	(54,491)	5,524	-986%
Paid Rounds	4,514	13,557	45,097		3,565	12,468	43,894	
Annual Pass Rounds	411	1,282	4,163		340	1,378	4,795	
Other Rounds	301	944	3,024		250	992	2,783	
Total Rounds	5,226	15,783	52,284		4,155	14,838	51,472	
Revenue/Paid Rounds	50	48	49		56	56	52	
Revenue/Total Rounds	43	41	42		48	47	45	

KemperSports™

February 12, 2024

Robin Fenwick
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for January 2023 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING JANUARY 2024									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 99,526	$ 145,662	$ (46,136)		$ 352,471	$ 403,061	$ 365,440	$ (50,590)	
Cart Fees	$ 58,388	$ 68,775	$ (10,387)		$ 210,689	$ 214,061	$ 185,483	$ (3,372)	
Range	$ 4,719	$ 7,821	$ (3,102)		$ 17,795	$ 22,856	$ 17,755	$ (5,061)	
Pro- Shop Revenues	$ 32,797	$ 23,350	$ 9,447		$ 103,121	$ 70,100	$ 63,829	$ 33,021	
City Surcharge R/R	$ 3,249	$ 5,268	$ (2,019)		$ 11,649	$ 14,025	$ 12,624	$ (2,376)	
Total Revenue	**$ 198,679**	**$ 250,876**	**$ (52,197)**		**$ 695,725**	**$ 724,103**	**$ 645,131**	**$ (28,378)**	
Cost of Sales	$ 14,843	$ 13,195	$ 1,648		$ 66,740	$ 40,565	$ 39,060	$ 26,175	
Merchandise	$ 14,843	$ 13,195	$ 1,648	96%	$ 66,740	$ 40,565	$ 39,060	$ 26,175	79%
Gross Margin	**$ 183,836**	**$ 237,681**	**$ (53,845)**		**$ 628,985**	**$ 683,538**	**$ 606,071**	**$ (54,553)**	
Total Payroll	$ 96,536	$ 103,159	$ (6,623)		$ 374,903	$ 406,834	$ 312,588	$ (31,931)	
Total Operating Expenses	$ 65,508	$ 65,447	$ 61		$ 281,822	$ 283,986	$ 263,137	$ (2,164)	
EBITDA	**$ 21,792**	**$ 69,075**	$ (47,283)		**$ (27,740)**	**$ (7,282)**	**$ 30,346**	$ (20,458)	
Other Expenses	**$ 6,688**	**$ 6,688**	**$ -**		**$ 26,750**	**$ 26,750**	**$ 25,856**	**$ -**	
Management Fee	$ 6,592	$ 6,592	$ -		$ 26,368	$ 26,368	$ 25,474	$ -	
Interest Expense	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
Depreciation	$ 96	$ 96	$ -		$ 382	$ 382	$ 382	$ -	
Net Cash From Ops	**$ 15,104**	**$ 62,387**	**$ (47,283)**		**$ (54,490)**	**$ (34,032)**	**$ 4,490**	**$ (20,458)**	
Rounds									
Total Rounds	**4,155**	**5,471**	**(1,316)**		**14,838**	**16,434**	**15,783**	**(1,596)**	
Paid Rounds	**3,565**	**4,759**	**(1,194)**		**12,468**	**14,208**	**13,557**	**(1,740)**	
Avg. GF/CF Total rounds	**$38.01**	**$39.20**	**$ (1.19)**		**$37.95**	**$37.55**	**$34.91**	**$ 0.40**	
Avg. GF/CF Paid rounds	**$44.30**	**$45.06**	**$ (0.76)**		**$45.17**	**$43.43**	**$40.64**	**$ 1.73**	
Avg. Merchandise/round	**$7.89**	**$4.27**	**$ 3.63**		**$6.95**	**$4.27**	**$4.04**	**$ 2.68**	

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Overview:

Total revenues for January finished $52.2K shy of budget for the month. With 3.87" of rain recorded in January and blow average temperatures, the golf course realized 6 unplayable days, and 4 others significantly affected by intermittent weather and cart paths only. The average high temperatures were 69.3 degrees with average lows of 50.7. Many locals are saying they can't remember a winter this cold and wet and January was a poor revenue month along the entire east coast, affecting hotel/lodging and multiple business outlets. Total revenues came in at $198.7K, $25K less than prior year. We played 4,155 total rounds to a budget of 5,471 (under by 1,316).

- Total Payroll for the month was $96.5K, under by $6.6K. Total Operating Expenses were $65.5K, right on budget.
- Rounds were shy of budget by 24%, range revenue ($4.7K) missed budget by 40%, with several days of closure due to wet conditions.
- While we missed monthly EBITDA and Net Income projections by $47.3K, we are only $20.5K behind YTD projections.

CAPEX Projects:

Our CAPEX plan for 2024 has been submitted. We are working on getting our replacement equipment schedule dialed in as the supply chain remains very back logged.

- We have gotten quotes for the cart path work and are aiming for a late May start for the front 9 project.
- We have 3 different contractors targeted regarding the bunker renovations with an estimated start in January 2024. We have 1 quote, awaiting a 2nd from a site visit, and still yet to meet with the 3rd. UPDATE: Our 3rd contractor just completed a site visit and we hope to have the 3rd quote by February 15th.
- We also have $26K in driving range netting repairs and are trying to get some quotes submitted for this. No update at this time.

KemperSports™

Tee Sheet Activity:

- There were 4,155 total rounds for the month which included 3,565 paid rounds, 340 Annual Pass rounds and 250 other rounds. These numbers fall 24% shy of budget and 20% less than year.
- Many of our snowbird groups returned in mid-January so our tee sheet utilization is high on good weather days.
- We have turned off Dynamic pricing as we evaluate its effectiveness in this market. We have had some bumps in the road with this integration and continue to evaluate.
- Starters and Players earned a 9.7 Staff Experience rating in January.

JANUARY 2024 and YTD Rounds Mix

Type	Actual	Budget	Month-PY	YTD	YTD-Budg	YTD - PY
PAID	3,565	4,759	4,514	12,468	14,208	13,557
ANNUAL	340	411	411	1,378	1,282	1,282
OTHER	250	301	301	992	944	944
TOTAL ROUNDS	4,155	5,471	5,226	14,838	16,434	15,783

Course & Grounds

- Our Superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head, and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- We saw 3.87” of rain in January, on an already wet golf course. Even with all the wet, cool weather challenges, our turf conditions, and especially our greens, are the best in our area.

KemperSports™

Golf Shop/Carts

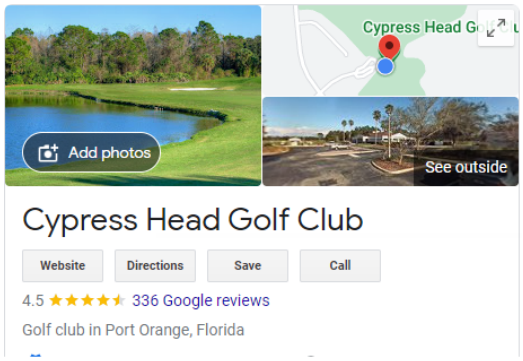
- We generated $32.8K in Golf Shop sales (voer budget by $9.4K).
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. We currently have all carts operational.
- Cart revenue fell short of budget by $10.4K.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons. Our teaching professionals recorded $1,478 in lessons in January.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in players as a result of incredible course conditions and an influx of new home purchases in the area. The MGA averaged 72 players in January, the WGA 18-holers, about 31, and the WGA 9-holers averaged 34 players.
- We hosted 4 large tournaments, some small outings and leagues in January with 320 players, generating $16.3K in revenue and rave reviews from the participants.

Marketing and Sales:

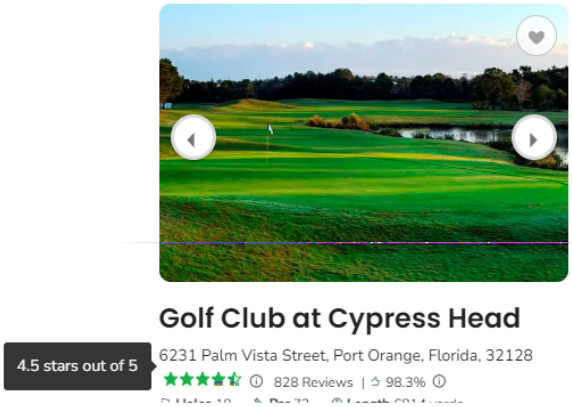
- Cypress Head was voted as a top 25 public course in Florida by GolfPass, an affiliate of GolfNow.
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- Outside tournament bookings are very strong as we are booking for Fall 2024 and beyond currently.
- We continue to maintain our database of emails with approximately 14,781 unique e-mail addresses (+300 from prior month). Our Facebook followers are at 1,578 (up 16) and Instagram is up to 478 (up 4) followers.
- Nightly surveys continued to be strong in January, highlighted by 102 surveys being submitted and an NPS of 83.9 (Please see table below).

	Last Month					
	Week of 12/31	Week of 01/07	Week of 01/14	Week of 01/21	Week of 01/28	Total
# of responses	25	21	26	39	13	124
Golf Course Staff Helpfulness	9.8	9.9	9.5	9.8	9.4	9.7
Starter/Player Assistant Satisfaction	9.9	9.9	9.7	9.7	9.3	9.7

Current Google Ratings



Current GolfAdvisor Ratings



Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.
- We participate in weekly GM calls and monthly webinars designed to share best practices used at Kemper properties throughout the country.
- Matt Lindley stays in constant contact with Jeff Dayton with regards to long term planning for the property

KemperSports™

Insights:

- The Golf Advisory Board seems very pleased in the direction of the property and is working well with Jeff Dayton and Darren Bache.
- Our 2 main focal points are bunkers and cart paths, both in the procurement and scheduling phase.

Year to Date Summary

The super El Nino weather pattern continued to wreak havoc in January. With cooler temps and persistent rainfall, we failed to make budget for the third month in a row. With our third off month in a row, we have fallen behind of our YTD target by $20K. We feel strongly that as Spring approaches, our course and facility are prime for a comeback.

Respectfully Submitted,

Jeff Dayton, PGA
General Manager
Cypress Head Golf Club

Matt Lindley
Vice President Operations
KemperSports Management

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (F11) Hammock Preserve Project

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

PRESENTER: System Admin

ATTACHMENTS:

Tracee Cody Created/Initiated - 2/20/2024

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (F11a) First Reading – Ordinance No. 2024-02 - 23-1 Large-Scale Comprehensive Amendment/Hammock Preserve (Case No. CPAM-23-0001)

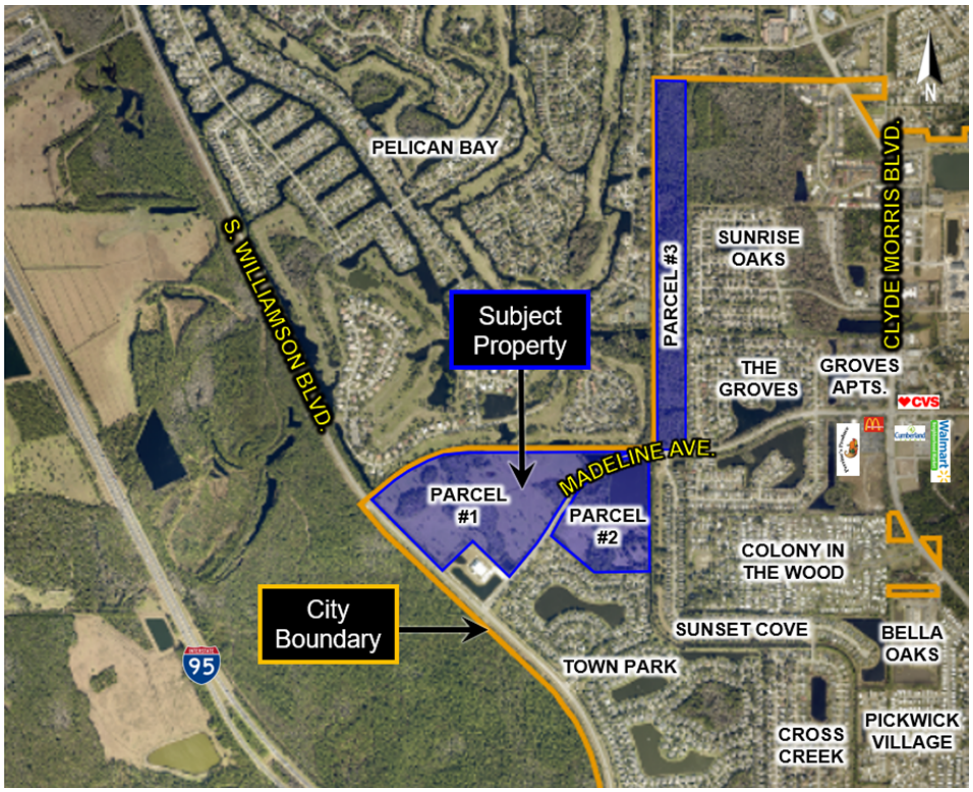
DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-02, to change the Future Land Use (FLU) designation of ±5.2 acres of Parcel 6201-00-00-0010 from Urban Medium Density Residential (4-8 units/acre) to Commercial, and change the FLU designation of Parcel 6201-00-00-0012, consisting of ±32.4 acres, from Suburban Residential (0-2 units/acre) to ±29.9 acres of Urban Medium Density Residential (4-8 units/acre) and ±2.5 acres of Commercial, to add a FLU Element Policy to provide density/intensity limits for the property, and transmittal to the required agencies for review.

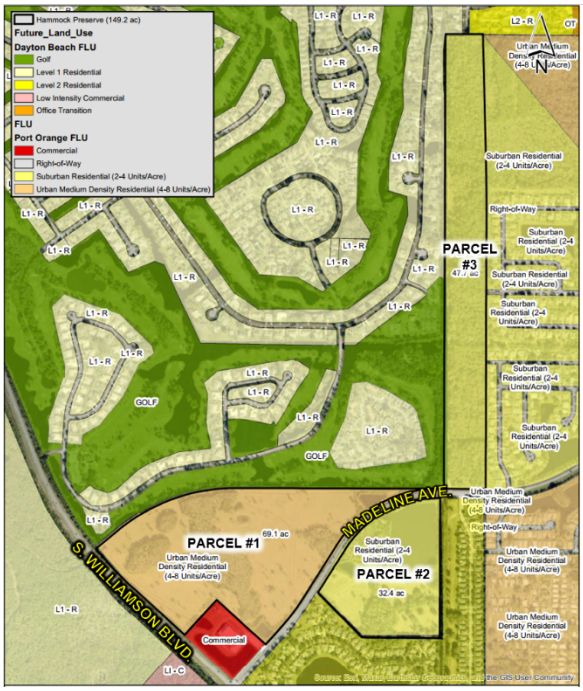
SUMMARY: Planning Commission Action (01/25/24): Recommended Approval (5-2)

The applicant's proposed Comprehensive Plan amendment is to change the Future Land Use designation for +/- 37.6 acres of an overall +/- 149.2-acre property. If the Comprehensive Plan amendment is approved, the applicant is proposing to rezone the +/- 149.2 acres as the Hammock Preserve Planned Unit Development (see Staff Report for Case No. PRZA-23-0007) that allows for the development of 873 multi-family units and 40,000 square feet of commercial space.

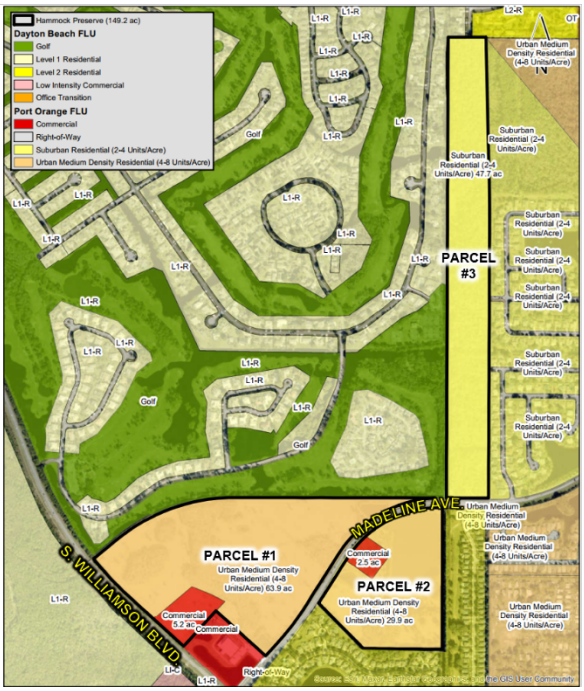


The amendment area consists of three parcels on the north and south sides of Madeline Avenue, east of Williamson Boulevard. The proposed amendment does **not increase** the number of residential units allowed on the subject property beyond the current number of residential units permitted on the subject property by the current FLU designations but will add 40,000 square feet of commercial at the Williamson Boulevard and Madeline Avenue commercial node. The amendment consists of three requests:

1. Amend the Future Land Use (FLU) Map to change the FLU designation for +/-5.2 acres of Parcel 1 (Parcel 6201-00-00-0010) from *Urban Medium Density Residential* (4-8 units/acre) to *Commercial*.
2. Amend the Future Land Use (FLU) Map to change the FLU designations for Parcel 2 (Parcel 6201-00-00-0012), consisting of ±32.4 acres from *Suburban Residential (0-2 units/acre) to* ±29.9 acres of *Urban Medium Density Residential* (4-8 units/acre) and ±2.5 acres of *Commercial.*
3. Add a policy to the FLU Element in the Comprehensive Plan to limit development on the +/-149.2-acre site to a maximum of 873 residential units on Parcel 1 and distribute 40,000 square feet of commercial between Parcels 1 and 2, so long as the gross amount of commercial square footage does not exceed 40,000 square feet overall and no more than 10,000 square feet on the south of Madeline Avenue (see attached ordinance for Policy text).



Current Future Land Use Map



Proposed Future Land Use Map

According to the applicant, the proposed amendment is being processed along with a PUD for in-fill development, repurposing three vacant parcels into a master-planned mixed-use development that is designed to provide multifamily housing and neighborhood commercial uses at the intersection of two major roadways within the city, to serve the residents of the proposed multi-family development, nearby residents and existing pass-by traffic on adjacent roadways.

The applicant expects the commercial square footage requested at the Williamson Boulevard and Madeline Avenue commercial node to serve current and future residents of the surrounding neighborhoods and serve existing pass-by traffic already traveling by the subject property on Williamson Boulevard and Madeline Avenue. In locating commercial areas on the Future Land Use Map, the City has maintained the policy of designating commercial nodes at intersections of roadways based on the functional classification of the adjacent roadways and the size of the surrounding residential neighborhoods. The planned node at the intersection of Williamson Boulevard and Madeline Avenue is located at the intersection of two arterial roadways and is intended to serve the neighborhood areas within ±1 mile of the node. A neighborhood commercial node at the Williamson Boulevard and Madeline Avenue intersection has been planned in the Comprehensive Plan for about 13 years. The proposed amendment is generally consistent with the Comprehensive Plan regarding developing the designated neighborhood commercial node designation at the intersection of Williamson Boulevard and Madeline Avenue.

Although a complete Traffic Impact Analysis (TIA) is not required at this time, a Traffic Memorandum according to the City's and River to Sea Transportation Planning Organization (R2CTPO) adopted guidelines for a Comprehensive Plan Amendment has been prepared by the applicant's traffic engineering firm, LTG Engineering & Planning, and has been reviewed by staff. Based on the current Future Land Use designations for Parcels 1-3, these parcels could be developed with a maximum of 873 residential

dwelling units, such as single-family homes or multi-family units, which is estimated to generate about 514 PM peak hour (between 4 PM to 6 PM) trips, 447 AM peak hour (between 7 AM to 9 AM) trips, and 5,537 Daily trips. Based on the density and commercial square-footage limits as part of the proposed Future Land Use Amendment, 873 multi-family dwelling units could potentially be constructed on Parcel 1 along with a maximum of 40,000 square feet of commercial uses on Parcel 1 and 2, which is estimated to generate about 549 PM peak hour trips, and 6,819 Daily trips, over the entire development. However, when pass-by and internal capture factors from the ITE Trip Generation Manual, 3rd Edition, are applied, as allowed by the River to Sea Transportation Planning Organization (R2CTPO) adopted guidelines for a Comprehensive Plan Amendment, it is anticipated that 405 PM peak hour trips, 432 AM peak hour trips, and 6,819 Daily trips could be generated for the three parcels if developed with 873 multi-family dwelling units and 40,000 square-feet of commercial. According to the Traffic Memorandum submitted by the applicant, if developed at the maximum density and intensity per the proposed Future Land Use Element Policy, it could result in a potential increase of 1,282 Daily trips and a decrease of 109 PM peak hour trips and 15 AM Peak hour trips.

There is no specific development proposal (site plan) or TIA at this time to comprehensively analyze traffic impacts on the development of 873 multi-family units and 40,000 square feet of commercial. However, the applicant did provide a preliminary analysis as part of their Hammock Preserve Planned Unit Development request, which identified possible future roadway projects that may be needed to ensure adequate transportation facilities when the property is developed. These improvements include the widening of roadways, new turn lanes, extension of existing turn lanes, and intersection improvements to add roadway capacity at intersections, reduce delays on roadway segments, allow turning vehicles to decelerate away from through traffic, reduce vehicle queues in the through lanes, and improve roadway safety. As with all development, any future specific site development proposals will be subject to concurrency regulations requiring adequate roadway improvements to be built or payment being made toward those improvements to mitigate the impacts created by the proposed development.

The proposed amendment is generally consistent with the Goals, Objectives, and Policies of the City’s Comprehensive Plan and meets the locational criteria for the requested future land use designations. Based on the analysis that the proposed amendment will have on public facilities and services, adequate capacity exists for potable water, sewer, schools, recreation, and solid waste to accommodate the proposed amendment. As for traffic, any future specific site development proposals will be subject to concurrency regulations requiring adequate roadway improvements to be built or payment being made toward improvements to mitigate any roadway capacity impacts created by the proposed development. As for stormwater retention, at the time the property is developed, improvements in accordance with the requirements of the City and St. Johns Water Management District will be required, so there is no net loss of stormwater retention function on the subject property due to development.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-02 with exhibits	Ordinance No. 2024-02 with exhibits.pdf
2.	STAFF REPORT	STAFF REPORT.pdf
3.	Business Impact Estimate Form - Ord. 2024-02	Business Impact Estimate Form - Ord. 2024-02.pdf

Penelope Cruz	Created/Initiated - 2/8/2024
Tim Burman	Approved - 2/9/2024
Shannon Balmer	Approved - 2/23/2024
Wayne Clark	Approved - 2/23/2024
Tracee Cody	Final Approval - 2/23/2024

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE (FLU) DESIGNATION FOR ±5.2 ACRES OF PARCEL 6201-00-00-0010 FROM URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) TO COMMERICAL; AMENDING THE FUTURE LAND USE DESIGNATION FOR ±29.9 ACRES OF PARCEL 6201-00-00-0012 FROM SUBURBAN RESIDENTIAL (0-2 UNITS/ACRE) TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE); AMENDING THE FUTURE LAND USE DESIGNATION FOR ±2.5 ACRES OF PARCEL 6201-00-00-0012 FROM SUBURBAN RESIDENTIAL (0-2 UNITS/ACRE) TO COMMERCIAL; WITH TEXT AMENDMENT ADDING A FUTURE LAND USE ELEMENT POLICY TO PROVIDE DENSITY/INTENISTY LIMITS FOR THE OVERALL ±149.2-ACRE PROPERTY GENERALLY LOCATED ALONG THE NORTH AND SOUTH SIDES OF MADELINE AVENUE, EAST OF WILLIAMSON BOULVARD; AUTHORIZE TRANSMITTAL TO REQUIRED AGENCIES; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34,

2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4,2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-30, 2018-36, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-14, 2021-24, 2021-28, 2022-8, 2022-11, 2022-13, 2022-30, and this ordinance.

Section 2. The City Council hereby amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Element, to add a policy to the FLU Element to limit development on the 149.2-acre site to a maximum of 873 residential units and 40,000 square feet of commercial, attached hereto as **Exhibit A**, and incorporated herein by this reference, to be numbered in the upcoming Comprehensive Plan Update for the City of Port Orange.

Section 3. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, attached hereto as **Exhibit "B"**, and incorporated herein by this reference.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on tis amend may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective hereon in the place provided below.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit “A”

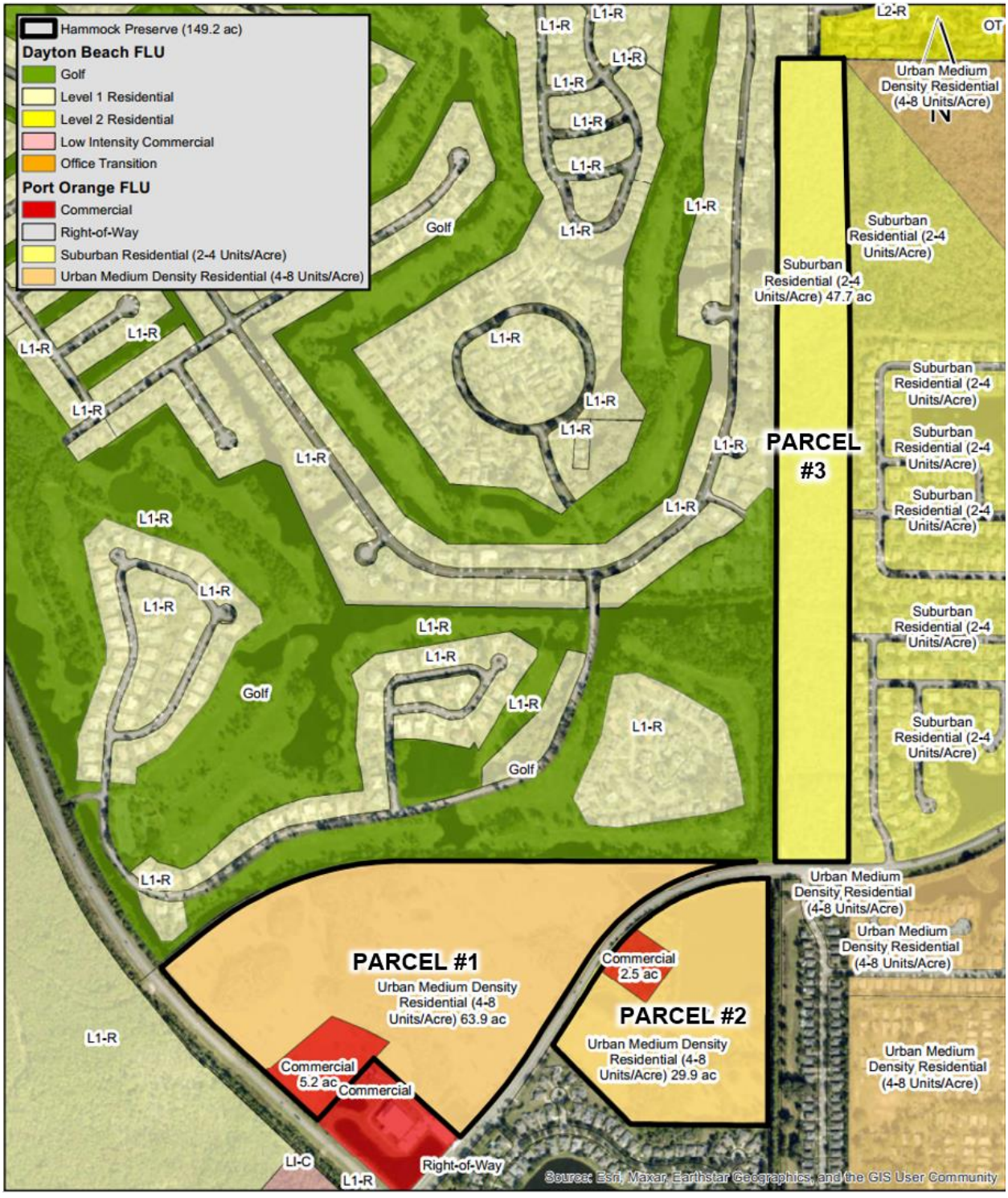
Proposed Future Land Use Element Policy

Proposed Future Land Use Element Policy (policy number TBD):

The Hammock Preserve Planned Unit Development (PUD), which includes Parcels 6201-00-00-0010, 6201-00-00-0012, 6201-00-00-0011 and 5236-00-00-0015, shall be limited to a maximum of 873 residential units and 40,000 square feet of neighborhood commercial uses over the property as a whole. The gross residential density within the overall PUD shall be clustered on Parcel 1 (Parcel 6201-00-00-0010) to allow for increased open space, preservation of natural areas, and provide needed areas for drainage on Parcels 2 (Parcel 6201-00-00-0012) and 3 (Parcels 6201-00-00-0011 and 5236-00-00-0015). Neighborhood commercial square-footage shall be distributed between Parcels 1 and 2, so long as the gross amount of neighborhood commercial square-footage does not exceed the amount set forth in this policy, and so long as commercial square-footage south of Madeline Avenue does not exceed 10,000 square feet in total.

Exhibit “B”

Proposed Future Land Use Map



STAFF REPORT
Large-Scale Comprehensive Plan Amendment/
Hammock Preserve
CASE NO. CPAM-23-0001

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation of ±5.2 acres of Parcel 1 from *Urban Medium Density Residential* (4-8 units/acre) to *Commercial*, and change the FLU designation of Parcel 2, consisting of ±32.4 acres, from *Suburban Residential* (0-2 units/acre) to ±29.9 acres of *Urban Medium Density Residential* (4-8 units/acre) and ±2.5 acres of *Commercial*. Add a FLU Element Policy to provide density/intensity limits for the property.
APPLICANT:	Mark Watts, Esq., Cobb Cole
PROPERTY OWNERS:	FL P17, LLC, FL P18, LLC, FL P43, LLC
LOCATION:	North and south side of Madeline Avenue, east of Williamson Boulevard (Figure 1 - Location Map)
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 5-2 (January 25, 2024)
CITY COUNCIL:	March 5, 2024

APPLICANT'S PROPOSED COMPREHENSIVE PLAN AMENDMENT

The proposed Comprehensive Plan amendment is for 149.2 acres that consist of three parcels and is necessary for developing a mixed-use project. If the applicant's Comprehensive Plan amendment is approved, the applicant is proposing to rezone the 149.2 acres as the Hammock Preserve Planned Unit Development (see Staff Report for Case No. PRZA-23-0007), consisting of 873 multi-family units and 40,000 square feet of commercial space.

The proposed Comprehensive Plan Amendment consists of the following requests:

1. Amend the Future Land Use (FLU) Map to change the FLU designation for ±5.2 acres of Parcel 1 from *Urban Medium Density* Residential (4-8 units/acre) to *Commercial*, and change the FLU designation of Parcel 2, consisting of ±32.4 acres, from *Suburban Residential* (0-2 units/acre) to ±29.9 acres of *Urban Medium Density Residential* (4-8 units/acre) and ±2.5 acres of *Commercial*.

2. Add a policy to the FLU Element to limit development on the 149.2-acre site to a maximum of 873 residential units and 40,000 square feet of commercial.

Proposed Future Land Use Element Policy: The Hammock Preserve Planned Unit Development (PUD), which includes Parcels 6201-00-00-0010, 6201-00-00-0012, 6201-00-00-0011 and 5236-00-00-0015, shall be limited to a maximum of 873 residential units and 40,000 square feet of neighborhood commercial uses over the property. The gross residential density within the overall PUD shall be clustered on Parcel 1 (Parcel 6201-00-00-0010) to allow for increased open space, preservation of natural areas, and provide needed areas for drainage on Parcels 2 (Parcel 6201-00-00-0012) and 3 (Parcels 6201-00-00-0011 and 5236-00-00-0015). Neighborhood commercial square footage shall be distributed between Parcels 1 and 2, so long as the gross amount of neighborhood commercial square footage does not exceed the amount set forth in this policy and so long as commercial square footage south of Madeline Avenue does not exceed 10,000 square feet in total.

Figure 1 - Location Map



PROPERTY OVERVIEW

The subject property is currently undeveloped and used for agricultural operations, with open pastures, forested uplands, forested wetlands, drainage ditches and ponds, and a portion of the B-19 Canal is located along the west boundary of Parcels 2 and 3.

The subject property abuts Williamson Boulevard and Madeline Avenue. Williamson Boulevard is a Volusia County-maintained arterial road, and Madeline Avenue is a Volusia County-maintained arterial road from Williamson Boulevard to Grove View Lane and from Grove View Lane, east to McDonald Road is a city-maintained arterial road.

The current land use, Future Land Use (FLU) designations, zoning designations, and density for the properties adjacent to the subject property are identified in Table 1. The density of the proposed Hammock Preserve PUD is 6.2 residential units per acre. The proposed FLU designations of the subject property and current FLU designations for the adjacent properties are shown on Exhibit 1. The proposed zoning designations of the subject property designations for the adjacent properties are shown on Exhibit 2.

Table 1. Surrounding Land Uses, FLU Designations, Zoning Designations, and Density

Direction	Existing Land Use	FLU Designation	Zoning District	Existing Density
Parcel 1				
North	City of Daytona Beach Single Family Homes and Golf Course (Pelican Bay, Phase PH VI UNIT II)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	1.65 u/a
	City of Daytona Beach Duplexes (Pelican Bay-Hawks Landing Condos)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	6.9 u/a
South	City of Port Orange Single Family Homes (Town Park)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	2.07 u/a
East	City of Port Orange Vacant Residential	City of Port Orange *Suburban Residential* (2-4 units/acre)	Proposed Hammock Preserve PUD Parcel 2	N/A
West	City of Port Orange Vacant Commercial	City of Port Orange Commercial	Town Parck Planned Commercial Development (PCD)	N/A
	City of Daytona Beach Vacant Residential and Commercial	City of Daytona Beach Level 1 Residential (L1-R) and Low Intensity Commercial (LI-C)	City of Daytona Beach Walker's Green Planned Development-General (PD-G)	1.5 u/a
Parcel 2				
North	City of Port Orange Vacant Residential	City of Port Orange *Medium Density Residential* (4-8 units/acre)	Proposed Hammock Preserve PUD Parcel 1	6.2 u/a

South	City of Port Orange Single Family Homes (Town Park)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	2.07 u/a
East	City of Port Orange Single Family Homes (Sunset Cove)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange Planned Unit Development (PUD)	2.9 u/a
	City of Port Orange Single Family Homes (The Groves)	City of Port Orange *Medium Density Residential* (4-8 units/acre)	City of Port Orange Two-Family Residential (R-2D)	3.37 u/a
West	City of Port Orange Single Family Homes (Town Park)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	2.07 u/a
Parcel 3				
North	City of Daytona Beach Single Family Homes (Georgetowne)	City of Daytona Beach Level 1 Residential (L1-R)	City of Daytona Beach Multi-Family Residential-20 (MRF-20)	3.32 u/a
	City of Daytona Beach Multi-family Condominium (Yorktowne Estates)	City of Daytona Beach Level 2 Residential (L2-R)	City of Daytona Beach Multi-Family Residential-20 (MRF-20)	12.25 u/a
South	City of Port Orange Single Family Homes (Sunset Cove)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange Planned Unit Development (PUD)	2.9 u/a
East	City of Port Orange Single Family Homes (The Groves)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange R-8SF single-family residential	1.7 u/a
	City of Port Orange Single Family Homes (Sunrise Oaks)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange Planned Unit Development (PUD)	2.21 u/a
	City of Port Orange Multifamily (Sunrise Pointe Apartments)	City of Port Orange *Urban Medium Residential* (4-8 units/acre) and *Urban High Density Residential* (8-16 units/acre)	City of Port Orange Sun Rise Oaks Planned Unit Development (PUD)	10.57 u/a
	City of Port Orange Timberland	City of Port Orange *Suburban Residential* (2-4 units/acre) and *Urban Medium Residential* (4-8 units/acre)	City of Port Orange Agriculture	N/A
West	City of Daytona Beach Duplexes (Pelican Bay-Hawks Landing Condos)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	6.9 u/a
	City of Daytona Beach Single Family Homes (Pelican Bay, PHASE III UNIT 2)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	1.7 u/a
	City of Daytona Beach Single Family Homes (Pelican Bay, PHASE 1 UNIT 3)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	1.58 u/a

PROPOSED AMENDMENT

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions on the subject property.

The proposed amendment does **not** increase the number of dwelling units allowed on the subject property but will increase the square footage for commercial uses by 40,000 square feet (see Table 3) at a designated commercial node. According to the applicant, commercial requested at a designated commercial node is to serve current and future residents of the surrounding neighborhoods and serve existing pass-by traffic already traveling by the subject property on Williamson Boulevard and Madeline Avenue.

Table 2. Current and Proposed Future Land Uses on the Subject Property – Acreage by Category

FLU DESIGNATION	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Suburban Residential (4 units/acre)	80.1	47.7	-32.4
Urban Medium Density Residential (8 units/acre)	69.1	93.8	+24.7
Commercial	0	7.7	+7.7
TOTAL	149.2	149.2	

Table 3. Current and Proposed Future Land Uses – Density/Intensity by Category

	Current FLU Theoretical Max Dwelling Units & Commercial SQ. FT.	Proposed FLU Theoretical Max Dwelling Units & Commercial SQ. FT.	Proposed FLU * Theoretical Max Dwelling Units & Commercial SQ. FT. with Site Specific Policy Limit	Net Change in Residential Units and Non-Residential SQ. FT.
Suburban Residential (4 units/acre)	320 DU	191 DU	**0**	-320 DU
Urban Medium Density Residential (8 units/acre)	553 DU	750 DU	**873 DU**	+320 DU
Total Dwelling Units on Parcel 1-3	873 DU	941 DU	**873 DU**	0
Commercial (FAR** 0.3) on Parcel 1 and 2	0	100,624 sq.ft.	**40,000 sq.ft.**	+40,000 sq.ft.

*Maximum residential units and non-residential square footage allowed is limited to 873 units and 40,000 SF. by site-specific policy in the Future Land Use Element.
** FAR (Floor Area Ratio) is the total covered area on all floors of all buildings on a certain lot divided by the total area of the property.

COMMERCIAL FUTURE LAND USE DESIGNATION

The proposed amendment is generally consistent with the Comprehensive Plan neighborhood commercial node designation at the intersection of Williamson Boulevard and Madeline Avenue. A neighborhood commercial node has been a planned for in the Comprehensive Plan for about 13 years. In locating commercial areas on the Future

Land Use Map, the City has maintained the policy of designating commercial nodes at intersections of roadways based on the functional classification of the adjacent roadways and size of the surrounding residential neighborhoods. The planned node at the intersection of Williamson Boulevard and Madeline Avenue is located at the intersection of two arterial roadways and is intended to serve the neighborhood areas within ±1 mile of the node.

Figure 2. General Location of Commercial Node



According to the applicant, while commercial uses are generally located at an intersection node, the proposed commercial located on the south side of Madeline Avenue is placed in a location to allow pass-by trips for residents who will stop in on their way to and from their homes or for traditional neighborhood commercial uses that serve the general area (ice cream store, dinner, barber shop, etc...). The area surrounding the site, including the southeast corner of Williamson Boulevard and Madeline Avenue, where commercial land uses would typically be located, is already developed for residential uses. By providing neighborhood commercial uses near this node, the proposed development will provide the potential for shorter vehicle trips for services to existing residents.

The allowed Floor Area Ratio (FAR) in the *Commercial* FLU designation for property located within a neighborhood commercial node is 0.3 FAR. Therefore, a theoretical maximum of 100,624 square-feet of commercial uses could be developed on the 7.7 acres being requested to be designated *Commercial* on the Future Land Use Map. However, the theoretical maximum square footage for commercial uses on the 7.7 acres will be limited because the applicant is including a site-specific policy in the City's Comprehensive Plan as part of their amendment that limits the maximum amount of commercial square-footage that can be developed on the 7.7 acres to 40,000 square feet. The only other commercial area within this neighborhood commercial node is the vacant commercial building at the northeast corner of Williamson Boulevard and Madeline Avenue.

URBAN MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION

The Comprehensive Plan states that the *Urban Medium Density Residential* designation allows for the development of various types of residential uses, such as duplexes, villas, cluster homes, townhouses, mobile homes, manufactured homes, or multi-family development at densities between four (4) to eight (8) units per acre. The density of the proposed Hammock Preserve PUD is 6.2 residential units per acre.

The proposed Comprehensive Plan amendment does not increase the number of residential units allowed on the subject property beyond the current number of residential units allowed on the subject property by the current FLU designations. The proposed Hammock Preserve PUD (Case No. PRZA-23-0007) would cluster the allowed density onto one of the three parcels (Parcel 1) that make up the subject property to preserve open space and natural areas within the overall site and provide needed areas for drainage to serve the proposed development.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the State Land Planning Agency (Florida Commerce) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designations versus the proposed designation. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. School

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Uses	Proposed Land Use along with site-specific policy in the Future Land Use Element to limit development to 40,000 SF and 873 dwelling units *	Net Change
Residential Units	873	873	0
Non-residential Buildable Sq. Ft.	0	40,000	+40,000
Population[1]	2,017	2,017	0
PM Peak Hour Trips/Daily Trips[2]	514/5,537	405/6,819	-109/+1,282
Sanitary Sewer (gallons/day)[3]	139,680	143,680	+4,000
Potable Water (gallons/day)[4]	157,140	161,140	+4,000
Solid Waste (lbs./person)[5]	6,473	6,873	+400
Stormwater Drainage[6]	n/a	n/a	n/a
Recreation/Open Space (acres)[7]	14.12	14.12	0

*Maximum allowed by site-specific Future Land Use Element: 40,000 SF and 873 dwelling units.

1. Population: 2.31 persons per household (per 2017-2021 Census American Community Survey)
2. Transportation: ITE Trip Generation Manual, 11th Edition and Traffic Memorandum, LTG Engineering & Planning, October 2023
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The current FLU designations for the subject property (Parcel 1-3) allow a theoretical maximum of 873 residential units. The proposed FLU designation and density/intensity limitation policy for the subject property (Parcel 1-3) would maintain the theoretical maximum number of residential units at 873 and up to 40,000 square feet of commercial development. Overall, the amendment results in a net increase in impacts on public infrastructure, except for recreation and open space.

Transportation

Although a complete Traffic Impact Analysis (TIA) is not required at this time, a Traffic Memorandum according to the City of Port Orange, Volusia County, and River to Sea Transportation Planning Organization (R2CTPO) guidelines for evaluating a Comprehensive Plan Amendment has been prepared by the applicant's traffic engineering firm, LTG Engineering & Planning, and has been reviewed by staff. Based on the current Future Land Use designations for Parcels 1-3, these parcels could be developed with a maximum of 873 residential dwelling units, such as single-family homes or multi-family units, which is estimated to generate about 514 PM peak hour (4 PM to 6 PM) trips and 5,537 Daily trips.

Based on the density and intensity limits of the applicant's proposed Future Land Use Element Policy, 873 multi-family dwelling units could potentially be constructed on Parcel 1 along with a maximum of 40,000 square feet of commercial uses on Parcel 1 and 2 and estimated to generate about 549 PM peak hour trips and 6,819 Daily trips, for the entire development. However, when pass-by and internal capture factors from the ITE Trip Generation Manual, 3rd Edition, are applied, the development of the three parcels per the applicant's Future Land Use Element Policy is anticipated to generate about 405 PM peak hour trips and 6,819 Daily trips.

According to the Traffic Memorandum submitted by the applicant, if developed at the maximum density and intensity per the applicant's proposed Future Land Use Element Policy, it could result in a potential increase of 1,282 Dailey trips but a decrease of 109 PM peak hour trips.

Table 5. Net Change in Estimated Vehicular Trips

	Intensity	**Approx. Peak Hour and Daily Trips**
Current Property (Parcels 1-3)	**Vacant**	**0 AM / 0 PM / 0 Daily**
Development Under Existing Future Land Use Designations	321 Single-Family Homes 522 Multi-Family Units **Total**	215 AM / 298 PM/ 2,950 Daily 231 AM / 216 PM / 2,587 Daily **447 AM / 514 PM / 5,537 Daily**
*Potential Trip Generation under Proposed Zoning	873 Multi-Family Units 40K Commercial **Total**	368 AM / 303 PM/ 4,118 Daily 64 AM / 102 PM/ 2,701 Daily **432 AM / 405 PM / 6,819 Daily**
***Potential Net Change under Proposed Zoning**		**-15 AM/ -109 PM / +1,282 Daily**
*The pass-by capture and internal capture factors were applied to the AM and PM peak trips generated.		

According to the latest traffic counts for Williamson Boulevard and Madeline Avenue, there is not capacity at this time for the anticipated 6,819 daily vehicular trips estimated to be generated by the proposed Hammock Preserve PUD project (Table 6).

The extent of the anticipated impacts on the road network will be fully known once the traffic concurrency review is conducted as part of the final site plan and/or subdivision for this property. The City will require the submittal of a traffic study when a development application is submitted to fully assess the impacts of the development on the surrounding roadway network at the time of development and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City and Volusia County to construct or pay for part of the scheduled improvements for the impacted roadways and intersections.

Table 6. Roadway Capacities for Roadways Adjacent to Subject Property

Roadway Segment	Maximum Capacity Vehicles Per Day	2019 Volume Per Day	2020 Volume Per Day	2021 Volume Per Day	2022 Volume Per Day	2023 Volume Per Day	Remaining Capacity Vehicles Per Day	V/C Ratio****
* Williamson Boulevard (Madeline Avenue to Beville Road)	17,050	19,740	15,200	14,430	16,200	N/A	850	0.95
* Williamson Boulevard (Madeline Avenue to Willow Run Boulevard)	17,050	18,590	15,200	14,840	16,200	N/A	850	0.95
** Madeline Avenue (Clyde Morris Boulevard to Town Park Drive)	14,404	12,304	10,701	12,233	13,943	13,081	1,323	0.91
**Madeline Avenue (Town Park Drive to Williamson Boulevard)	14,404	12,304	N/A	N/A	N/A	11,425	2,979	0.79

* Source: Traffic counts provided by Volusia County Traffic Engineering
**Source: City of Port Orange, Traffic counts conducted by Traffic Engineering Data Solutions, Inc. (TEDS); and Volusia County Traffic Engineering

****Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Sanitary Sewer

The City has available sewer capacity to accommodate the proposed amendment. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU), and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designations would theoretically generate 143,680 gallons per day (gpd) of wastewater. This is a net increase of 4,000 gpd between the current and proposed FLU designations. Based upon these measures, the City has available sewer capacity to accommodate the proposed amendment and future development of the property.

Potable Water

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed amendment. The City's adopted LOS standard for potable water is 180

gallons per day per ERU, and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designations would theoretically demand 161,140 gallons per day (GPD) of potable water. This is a net increase of 4,000 gpd between the current and proposed FLU designations.

The City's 20-year CUP, issued by the St. Johns River Water Management District (SJRWMD) in 2023, allows for an average daily withdrawal of 7.33 million gallons per day (MGD). The actual average daily flow during the 2023 calendar year was 6.68 MGD. Based upon these measures, the City has available CUP capacity to accommodate the proposed amendment and future development of the property (Exhibit 3).

Solid Waste Collection

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day, and 10 lbs. per 1,000 square feet of non-residential development per day. Using these standards, the proposed FLU designations would theoretically generate approximately 6,873 pounds of garbage per day. This is a net increase of 400 pounds of solid waste between the current and proposed FLU designations. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

Stormwater Drainage

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The adopted LOS standard in the City's Comprehensive Plan for stormwater is a 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

Recreation and Open Space

The proposed FLU amendment does not require additional parkland or recreation facilities because it does not increase the residential density allowed for the subject site. According to the City's 2023 Concurrency Management Report, the city has an excess of 37 acres of parkland, so no additional parkland is needed.

Schools

The School District determined that no additional impact to their schools will result from this amendment. The proposed FLU amendment does not create additional demand because it does not increase the residential density allowed on the subject site. The

Volusia County School District reviewed the proposed FLU amendment for potential impacts to school capacity (Exhibit 4).

ENVIRONMENTAL CONDITIONS
An environmental analysis was prepared for the subject property (Parcels 1-3) by Zev Cohen & Associates in late 2023 to evaluate site conditions with regards to soils, vegetative communities, wetlands and protected species.

- The majority of the subject property consists of pastures with forested uplands, wetlands, and surface water ponds and swales.

- The vegetative communities identified on subject property include Improved Pastures, Upland Hardwood Forest, Hardwood – Conifer Mixed, Water, Streams and Waterway, and Cypress.

- The B-19 Canal runs parallel to and partially on the east side of Parcel 2 and west side of 3. The B-19 Canal and the series of surface water ditches on Parcel 3 were constructed in the 1960's to assist with mosquito control.

- There is approximately 21.5 acres of wetlands and 13.8 acres of surface waters (ponds, ditches, and B-19 Canal) on the 149.2-acre site. If the Comprehensive Plan Amendment and PUD are approved, any development on the subject property will require a review of potential wetland impacts by local, State, and Federal agencies during the subdivision and site plan review process.

A wildlife survey was also conducted for the subject property by Zev Cohen & Associates in late 2023 to evaluate the potential presence of state and federally protected wildlife.

- The wildlife survey indicated the possible presence of gopher tortoises as the only listed species on the subject property. If the Comprehensive Plan Amendment and PUD are approved, and prior to any development on the subject property a complete a gopher tortoise survey will be required within 90 days prior to construction. If the removal of gopher tortoises is needed, a Florida Fish and Wildlife Commission permit and mitigation payment will be required prior to removal.

REVIEW CRITERIA AND STAFF FINDINGS
1. *Consistency with the City's Comprehensive Plan*.

Staff finding: The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designations meet the locational criteria as the subject property is located along an arterial corridor near the intersection of two arterial roads. Adequate capacity exists for potable water, sewer, schools, and solid waste to accommodate the proposed amendment. As for traffic, roadway segments above current capacity were identified

and as with all development, any future specific site development proposals for the property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts created by the proposed development.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: Compatibility is defined in the comprehensive plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another and stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property abuts two arterial roadways, Madeline Avenue to the north and south, and Williamson Boulevard to the west. To the west, the subject property abuts Williamson Boulevard, an existing single-family residential development and undeveloped land in the City of Daytona Beach that is approved for the Walker's Green Planned Unit Development (589 dwelling units). To the east is existing single-family residential development and agricultural land with a FLU designation of *Suburban Residential* and *Urban Medium Density Residential*. To the north and south, the property abuts existing single-family residential.

As part of the proposed Hammock Preserve Planned Unit Development (see Staff Report for Case No. PRZA-23-0007), a minimum 20-foot landscape buffer will be required adjacent to the existing residential subdivisions, a 50-foot landscape buffer along Williamson Boulevard and the east side if Parcel 3, and a 35-foot landscape buffer along Madeline Avenue.

The proposed FLU designations meet the locational criteria as the subject property is located along an arterial corridor near the intersection of two arterial roads. The proposed development does not increase the density beyond the number of units currently allowed on the subject property under the existing FLU designations. The proposed Hammock Preserve Planned Unit Development (Case No. PRZA-23-0007) is designed to cluster the residential density onto one of the three parcels (Parcel 1) to preserve open space and natural areas within the overall site and provide needed areas for drainage.

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: All public facilities, except for roadways, have adequate capacity to accommodate the proposed amendment and potential increased impacts on infrastructure. The proposed amendment would allow for new non-residential uses (commercial and office) where currently only residential is allowed.

As for traffic, some roadway segments were identified as being above capacity, and as with all development, at the time of site or subdivision development, the specific site development proposals for the property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate their impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours*.

Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl*.

Staff finding:

- The proposed amendment does not encourage sprawl. The proposed amendment provides for a mixed-use, interconnected development that will support housing and non-residential uses that will serve the needs of future and existing surrounding residents.
- The proposed 40,000 square feet of commercial on the subject property is located within the general area of a designated neighborhood commercial node according to the City's Comprehensive Plan. Adding commercial uses at the Williamson Boulevard/Madeline Avenue Neighborhood Commercial Node would provide commercial uses/services (restaurants, medical offices, hair salons, etc.) closer to existing and proposed residential areas within a 1-mile radius of the proposed PUD, reducing travel time to access these services. In addition, the commercial uses, specifically the area north of Madeline Avenue, would serve existing pass-by traffic already traveling by this site on Williamson Boulevard but have no reason to stop now since there are no commercial uses, but if commercial use is developed, they may stop since it is on their travel route.
- The proposed development does not increase the density beyond the number of units currently allowed on the subject property under the existing FLU designations, but per the proposed Hammock Preserve Planned Unit Development (Case No. PRZA-23-0007) instead proposes cluster the density onto one of the three parcels (Parcel 1) to preserve open space and natural areas within the site and provide needed areas for drainage.
- Utilities infrastructure already exist in area and this area has been planned for development on the City's Comprehensive Plan since 1989.
- Adequate capacity exists for potable water, sewer, schools, and solid waste to accommodate the proposed amendment. As for traffic, roadway segments above current capacity were identified, and as with all development, any future specific site development proposals for the property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate their impacts.

PUBLIC NOTICE

A Public Notice sign was posted on the site on September 1, 2023. As of February 7, 2024, staff has received phone calls or office visits from thirty-four (34) people requesting general information regarding the proposed FLU amendment and related rezoning. Concerns included density, traffic, and drainage.

A neighborhood meeting was held by the applicant on October 2, 2023, at 6 p.m. at the Riverside Pavilion located at 3431 Ridgewood Avenue and was attended by approximately 65 people. According to the applicant's summary of the neighborhood meeting (Exhibit 5), main questions and concerns from the residents that attended were regarding proposed density, drainage, and traffic, and the project's effect on their quality of life.

STAFF RECOMMENDATION

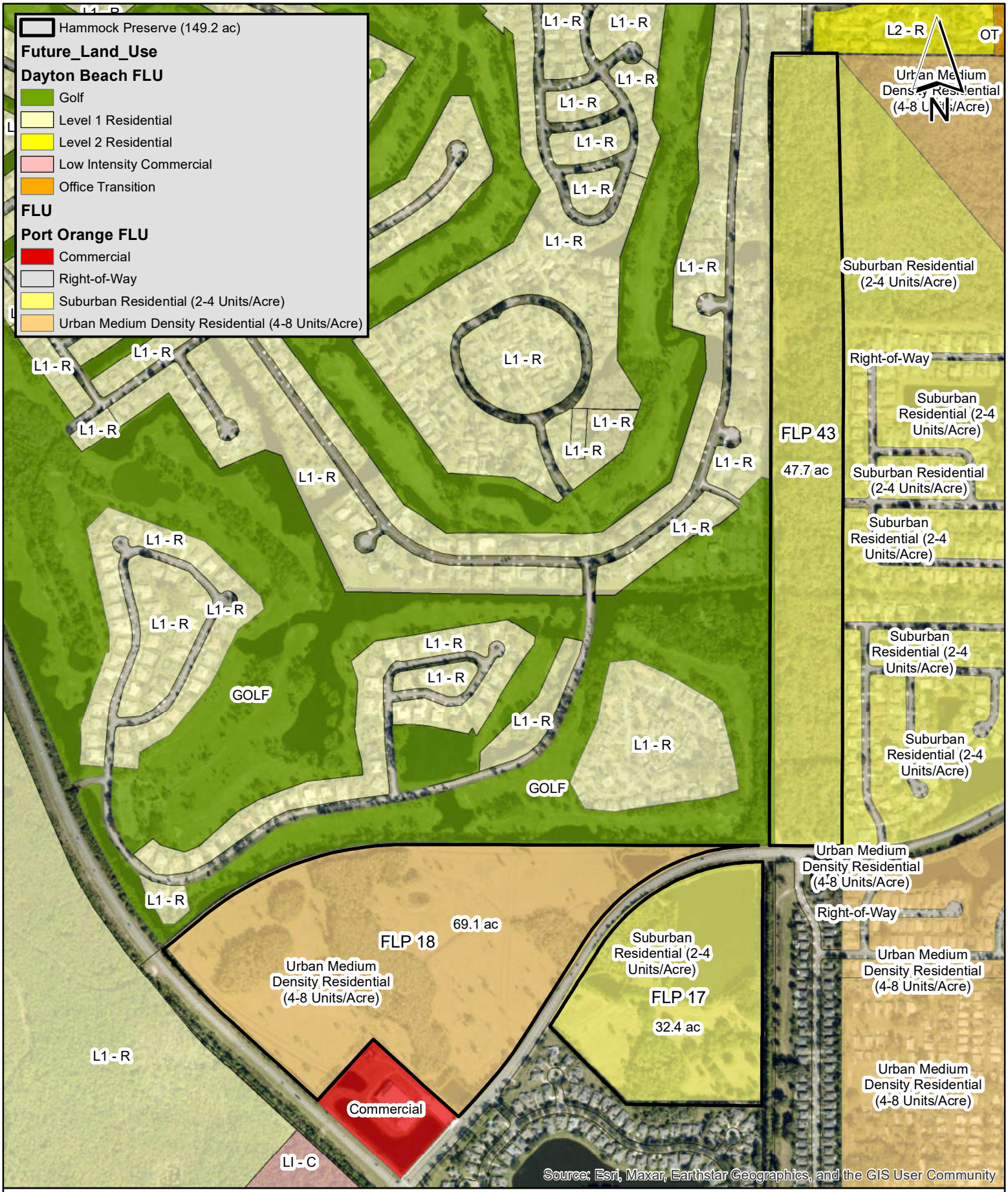
Staff recommends approval of the requested amendment to the City's Future Land Use Map and the site-specific text amendment FLU Element Policy to limit density/intensity, and transmittal to the State Land Planning Agency, the Volusia Growth Management Commission, and other required agencies for review.

ATTACHMENTS

Exhibit 1 – Current and Proposed Future Land Use Map
Exhibit 2 – Current and Proposed Zoning Map
Exhibit 3 – SJRWMD Potable Water Availability Worksheet
Exhibit 4 – School District Review Letter
Exhibit 5 – Applicant's Neighborhood Meeting Summary

Exhibit 1

Current and Proposed Future Land Use Map



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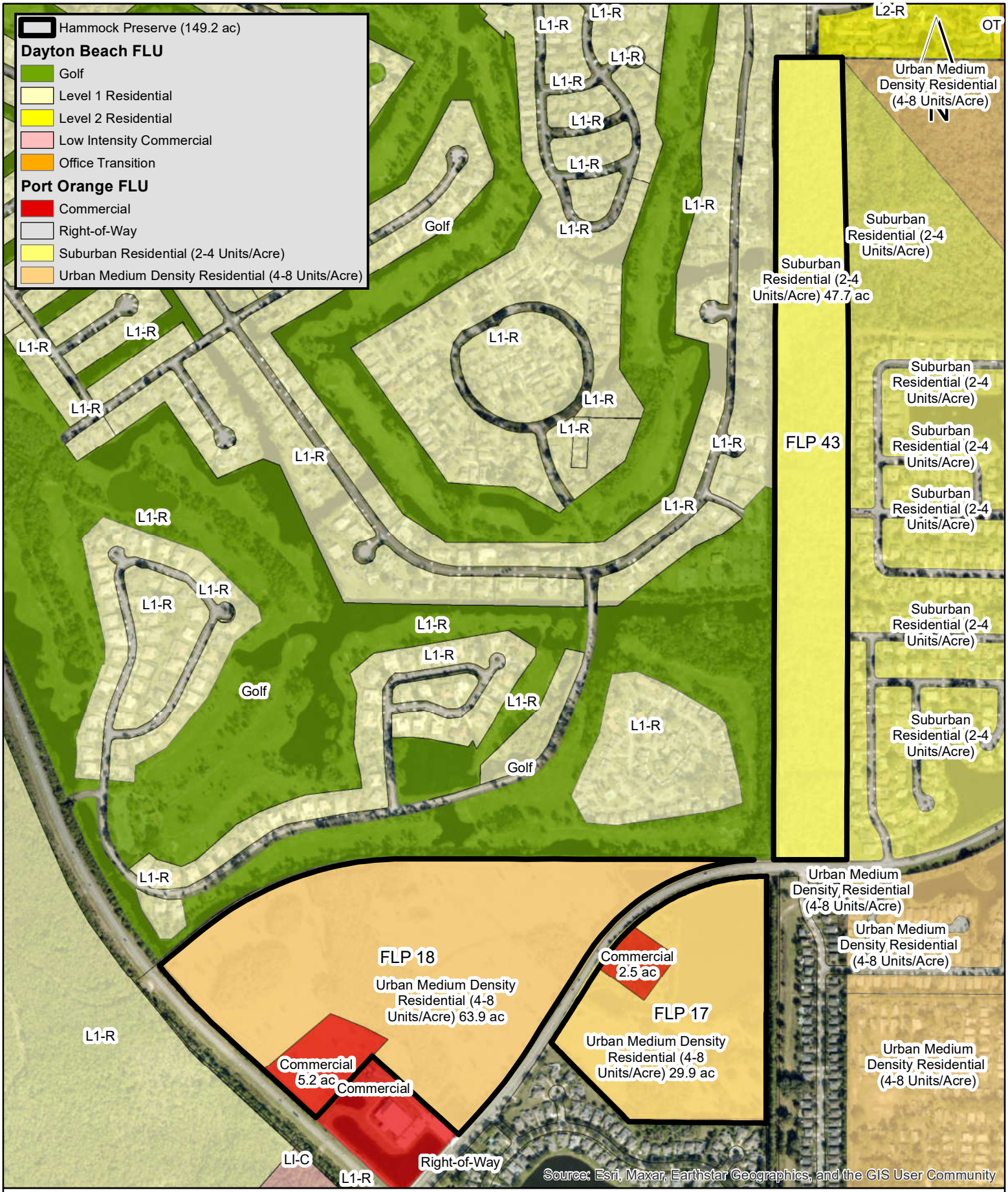
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Current Future Land Use Map
Hammock Preserve
Daytona Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



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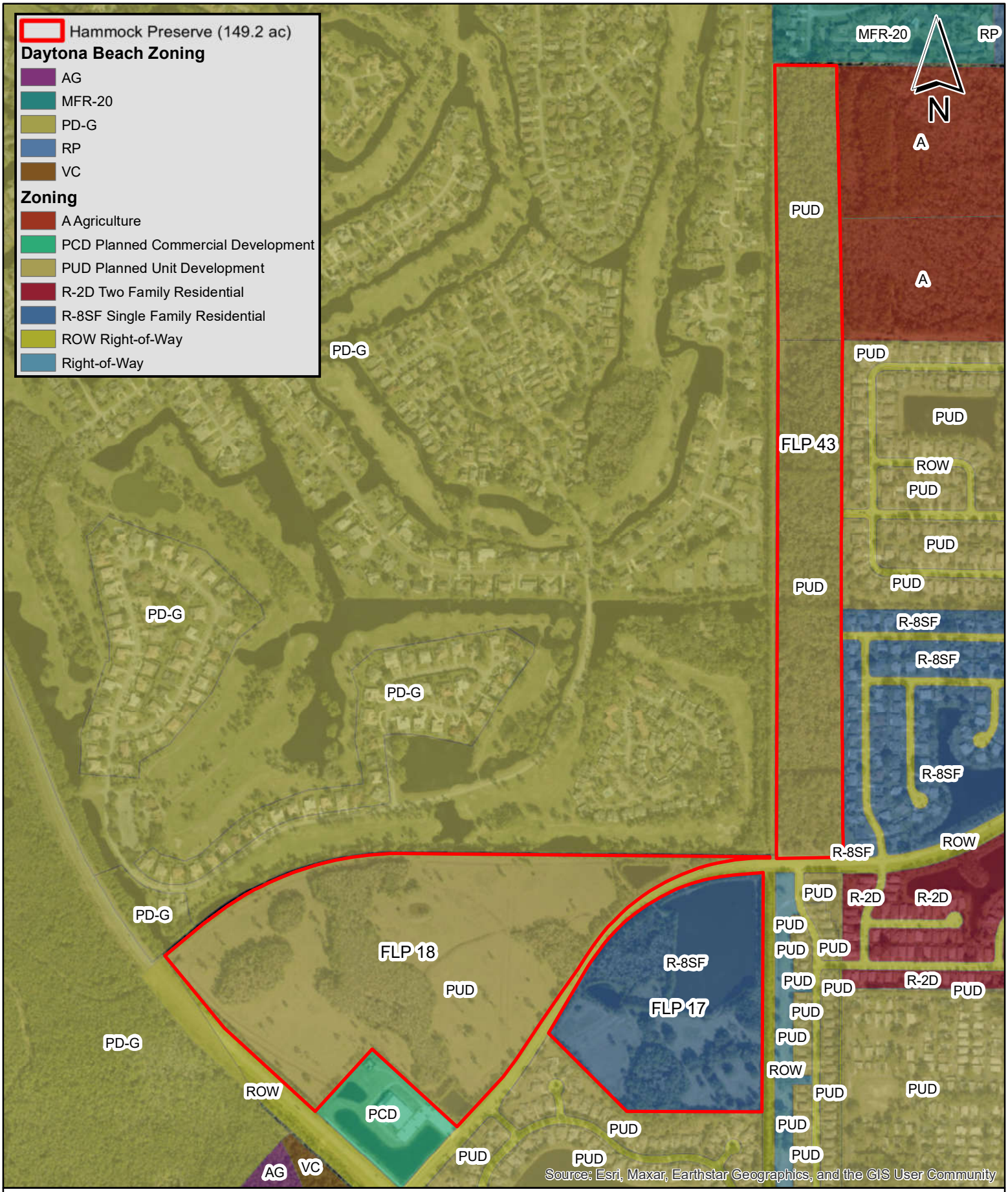
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Proposed Future Land Use Map
Hammock Preserve
Daytona Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Exhibit 2

Current and Proposed Zoning Map



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Current Zoning Map
Hammock Preserve
Daytona Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

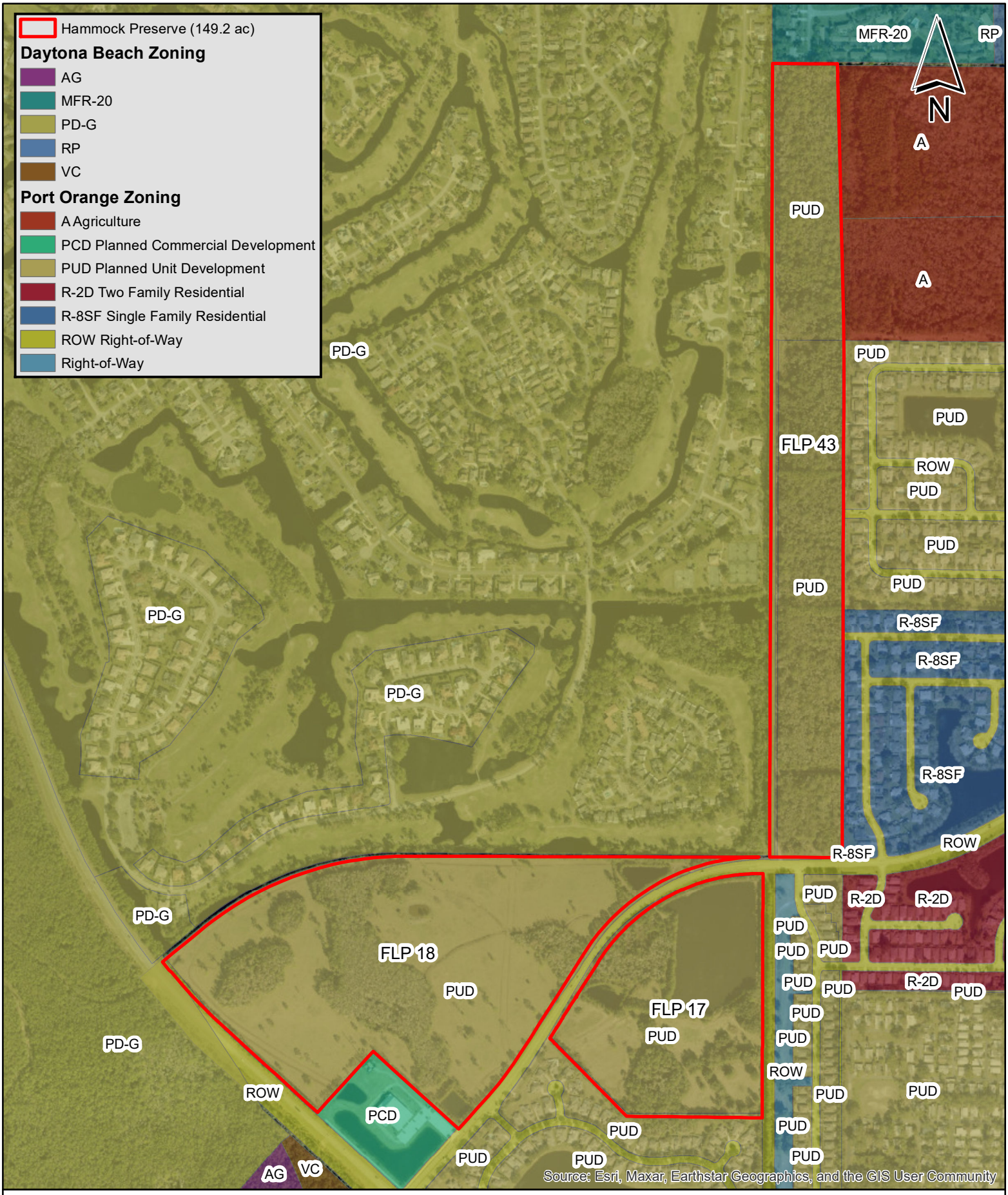

Hammock Preserve (149.2 ac)
Daytona Beach Zoning
AG
MFR-20
PD-G
RP
VC
Port Orange Zoning
A Agriculture
PCD Planned Commercial Development
PUD Planned Unit Development
R-2D Two Family Residential
R-8SF Single Family Residential
ROW Right-of-Way
Right-of-Way
N
MFR-20
RP
A
A
PUD
PUD
PUD

Exhibit 3

St. Johns River Water Management District
Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: 1-18-24

Contact name: Penelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595-7 Expiration date: 2/14/43

Total CUP duration (years): 20

CUP allocation in last year of permit: 7.33 MGD

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local goverments

Reserved capacity: .239 MGD (Based on a estimated 1,331 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.79 MGD - based on 43,219 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	7.33
B. Consumption in the previous calendar year:	6.68
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	0.18
D. Projected consumption by proposed comprehensive plan amendment areas	0.16
E. Amount available for all other future uses (A – B – C – D = E):	0.31

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at *http://www.sjrwmd.com/programs/outreach/local_gov/*

VOLUSIA COUNTY SCHOOLS

Exhibit 4

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

October 11, 2023

Ms. Jessica Gow, Esq
Cobb Cole
149 S Ridgewood Ave, Suite 700
Daytona Beach, FL 32114

RE : Hammock Preserve – City of Port Orange
School Concurrency Case # 23-08-24-001-A (Amendment)

Dear Ms. Gow:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Hammock Preserve associated with 150 +/- acres of property located at or near the intersection of S Williamson Blvd and Madeline Ave within Port Orange city limits. Proposed project would now provide eight hundred seventy-three (873) multi-family units.

The district uses a county wide Student Generation Rate (SGR) of (0.137) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate one hundred twenty (120) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	0	0
Multifamily Dwelling Unit	0.137	873	120
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**873**	**120**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2022/23 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
South Daytona Elementary	785	86%	No	50
Silver Sands Middle	1,171	105%	No	32
Halifax CSA (Atlantic High)	1,275	109%	No	36
Other				2

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the middle school and high school levels. However, the concurrency service area (CSA) for Silver Sands Middle is at or over 100% but below 115% for level of service (LOS) standards. Likewise, the CSA for Atlantic High is projected to be at or over 100% but below 120% LOS. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50806.

Sincerely,

Leineriza V. Divina
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Penelope Cruz, AICP, Planning Manager, City of Port Orange
James F. Roberts, VCSB Planning Services Project File

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Hammock Preserve
VCSB Project #	**23-08-24-001-A**
Jurisdiction Project #	
Parcel ID Numbers	6201-00-00-0012; 6207-00-00-0010; 6201-00-00-0011; 5236-00-00-0015
Project Location	S Williamson Blvd and Madeline Ave
Potential Residential Units	873 Multi-Family Units
Property Owner/Applicant	Jessica Gow, Esq – Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Leineriza V. Divina
Coordinator, Planning

October 11, 2023
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Hammock Preserve

VOLUSIA COUNTY SCHOOLS

Created by Facilities Services
August 2023

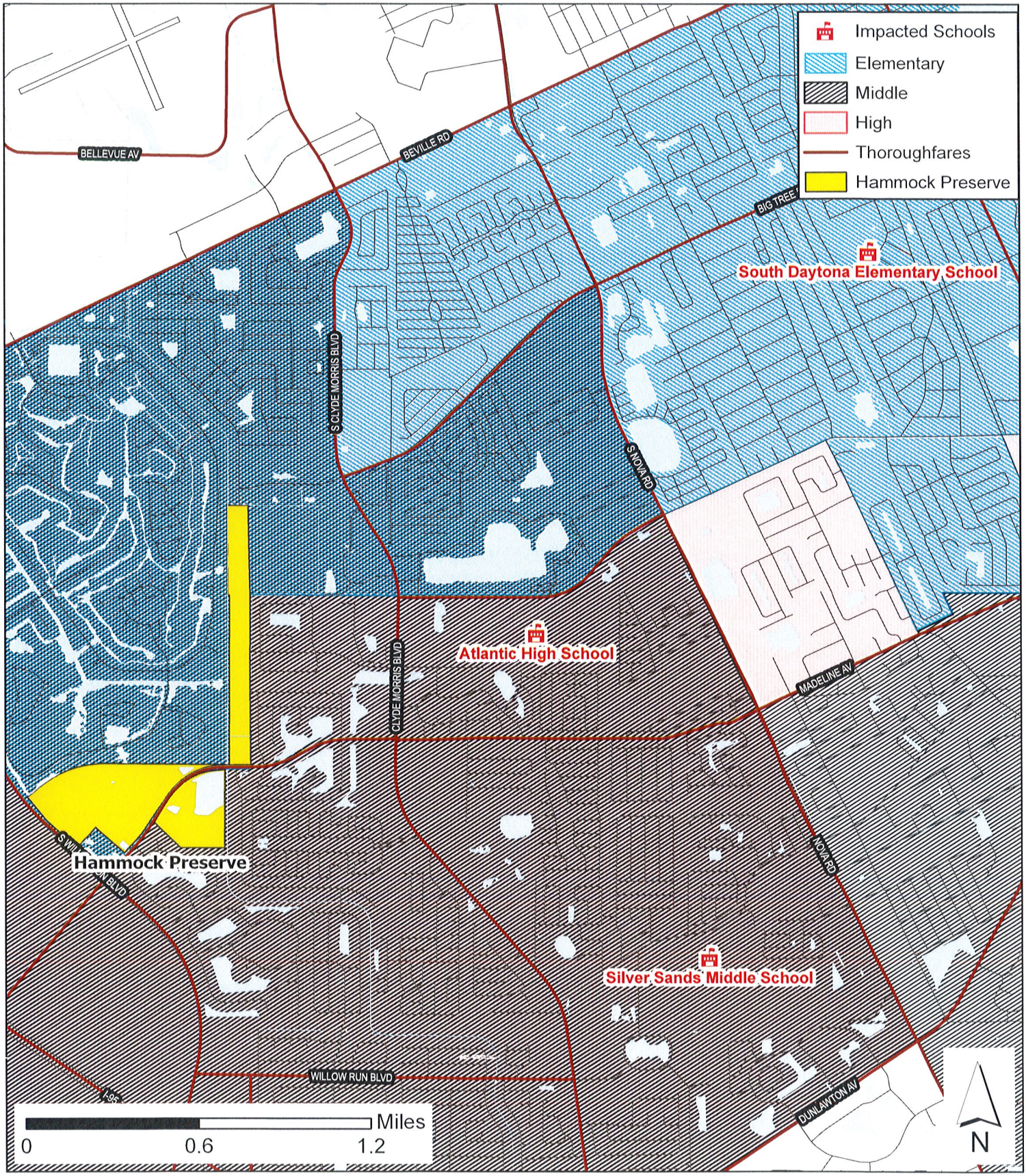


Exhibit 5

Applicant's Neighborhood Meeting Summary

Memorandum

Daytona Beach • DeLand

Post Office Box 2491
Daytona Beach, Florida 32115-2491
(386) 255-8171
CobbCole.com

To: Penelope Cruz, Planning Manager, City of Port Orange

From: Alanna Smith, Esq.

Date: October 3, 2023

Client/Matter #: Veecor Property Management, LLC -New PD in Port Orange (FLP 17,18,43)
CPAM-23-001
PRZA-23-0007

Subject: Neighborhood Meeting Summary –October 2, 2023

A neighborhood meeting for the proposed development was held at the Riverwalk Pavilion at 3431 S Ridgewood Ave, Port Orange, FL on October 2, 2023, at 6:00 p.m. – prior to the meeting, several interested residents provided written comments to the development team. Copies of the correspondence and replies are included herein.

Jessica Gow, Mark Watts and Alanna Smith with Cobb Cole were in attendance to explain the request. Dwight Durant and Kris Rowley with Zev Cohen and Associates were in attendance to address engineering concerns, Sans Lassiter and Kirsten Fawcett with Lassiter Transportation Group were in attendance to address transportation impacts, and Larry Adams and Scott Webber with ACi Architecture were in attendance for design questions. Several interested citizens attended the meeting. See the attached sign-in sheet. Ms. Gow and Mr. Watts gave an overview of the request to the interested neighbors, with Mr. Rowley providing an overview of the engineering design and Mr. Lassiter providing an overview of the transportation study planned for the site.

Many of the residents noted a general concern over the level of density proposed for the site as it related to traffic and stormwater impacts, as discussed herein. The development team explained that in terms of residential density, the proposed development did not expand density beyond the number of units currently permitted on the site under the Future Land Use, but instead clustered that density onto one of the three parcels in order to preserve open space and natural areas within the site, and provide needed areas for floodplain compensation to benefit the project and potentially alleviate flooding concerns in the surrounding area.

Several neighbors voiced their concern over the potential traffic that the project could cause on Madeline Avenue, and how this right of way had been used as a cut through to avoid other City

thoroughfares. Mr. Watts informed them that there is potential for the Madeline Avenue corridor to be extended through Walker's Green development planned within the City of Daytona Beach, though its implementation will be contingent on a few factors, such as funding. Mr. Watts also stated that the project is already under early technical review of the full-scale Traffic Impact Analysis, which is typically deferred to after the land use and zoning phase. He explained that before development can occur, the development team must look at everything within the vicinity of the site according to TPO guidelines and identify the current traffic impacts as well as background growth, vested trips from other planned development projects, and the traffic impacts created after the project is completed.

Another traffic related question from a neighbor concerned the access configuration on the site and how they will support the residents that will be frequently entering and exiting. Mr. Watts informed them that Volusia County has the design of the expansion of Williamson Boulevard from Madeline Avenue north to Beville Road in progress and are currently undertaking survey work. It was explained that construction of the Williamson widening project was funded and expected to commence before the project impacts. Mr. Lassiter informed the residents that access review and configuration will be discussed and coordinated with the City and County in the future, and that access points at this time were conceptual.

Another neighbor asked about whether the project will include a connection from the existing terminus of Yorktown Blvd to Madeline Avenue. Mr. Watts informed him that there will not be a connection proposed.

One resident asked about wildlife relocation efforts for the project, stating that he has noticed an increase of wildlife in suburban areas due to recent local developments. Mrs. Gow explained that the project will be less impactful to wildlife as a result of the proposed clustering of development in a smaller footprint and preserving natural areas of the site, especially near the northern parcel, to allow for increased open space within the development that would not be achieved through typical single family development patterns.

Flooding was another concern raised for several residents based on last season's hurricane impacts and water retention seen during the rainy season. One resident in the adjacent Sunrise Oaks development stated that the B-19 canal has caused flooding in her neighborhood for the past few years, and she was concerned that the project could intensify the flooding. Mr. Watts stated that although the B-19 canal is owned and maintained by the County, the development team understands the significance of reviewing the proposed development and its interaction with the County maintenance of the canal. He further explained that the developers do not have the right to add water into the B-19 canal or increase the rate at which water is added to the canal beyond its current condition and hydrologic flow. Mr. Rowley also informed the residents that the team is hiring a specialized group of experts to conduct a flood study of the entire basin to ensure that no one in the area will be negatively affected by development within the floodplain located within and around the site. Mr. Watts said the team believes that the project will provide the opportunity to address not only its own stormwater needs, but the needs of developments in the entire area.

Another resident who lives in Sunrise Oaks, which is on the east side of the narrow parcel located on the eastern edge of the project, asked about how dredging and other excavation on the site will impact the existing ditch in her yard, which she said has previously flooded. Mr. Rowley explained that for any property under their control, the development team will ensure that the water flows

through the property without impediment and reaches the B-19 canal as it is supposed to, which will provide a channel for the water flow coming off the residents property through the project site and into the canal system.

Several residents also inquired about development specifications on the north parcel of the property. Mr. Rowley informed them that there will be no development within that parcel, and they will only be using the site for additional flood compensating storage, including the potential excavation of some areas within the parcel to create additional storage volume. Mr. Rowley also said that they are proposing a walking trail dedicated for public use over the existing roadway on the parcel along an existing utility easement – however, due to public feedback provided in the meeting about concerns for activation of this area, the development team is reviewing whether this walking path concept should be removed.

One neighbor asked whether the site would include low-income housing. Mr. Watts explained that although it is illegal to say in a zoning document that low-income housing is prohibited from a site, the project is planned for a luxury multifamily development with the highest value in the Port Orange area; therefore, the units would be market-rate. The residents seemed satisfied with this response.

Many residents inquired about the proposed mix of land uses on the site. Mr. Watts informed them that the land use for the site currently allows for a range of residential uses, and certain areas are targeted for multifamily development. Mrs. Gow explained that although multi-family allows for several uses such as townhomes or multifamily buildings, the project will be comprised entirely of apartments. She further stated that the project is restricted to only 873 residential units and 40,000 sq. ft. of non-residential units through a site-specific policy of the comprehensive plan. One resident asked if the apartments will be solely apartment buildings – the development team responded that the draft agreement for the site allows for the provision of multiple product types within the multifamily complex, with the final design to be determined at site plan review if the project is approved.

One neighbor asked what sort of uses will be on the commercial portion of the property. Mr. Watts stated that development on that portion will depend on whether there is a market for it. He further stated that the goal of having both commercial and multi-family uses at the site is to provide for a walkable community and accessibility to support commercial uses, thus decreasing traffic in the area. The proposed uses for the commercial area were also included in the presentation for review by the residents.

Some neighbors expressed their concern that the project would create too much density in the area. One resident asked if there was a way to replace the multi-family development with single family. Mr. Watts explained that multi-family is a more responsible way to develop the property because it allows you to concentrate the development on a larger parcel. Another resident asked how many floors the apartments would be; Mr. Watts stated that the zoning allows them to go up to 65-feet, which is approximately five stories, and that the development agreement currently requires any development within 100 feet of the property line to be limited to a height of 45 feet in order to create a gradual transition area between single family and taller multi-family buildings.

The neighbors were concerned about how the new development would impact capacity at the local schools. Mr. Watts explained that during both the rezoning phase of the development and before

they can begin construction, the development team must ask local schools if they have the capacity for the new development. This includes any time that new proposals are added to the site. If the schools state that they do not have the capacity for the project, Mr. Watts stated that the development team will not have permission to build until mitigation was provided to offset that need for capacity.

One resident asked the timeline for when construction will begin on the project. Mr. Rowley stated that if approved, the earliest timeframe for construction would be within initial activities occurring within approximately 18-months to 2 years.

Ms. Gow and Mr. Watts thanked the neighbors for their attendance.

We have included the list of property owners to whom we sent the Invitation to Neighborhood Meeting, a copy of the Invitation, and a photo of the sign we posted on the property.

We look forward to this item being scheduled for the Planning Board and the City Commission at their next available meetings.

Thanks.

Tequila Nelson

From: Mark Watts
Sent: Monday, October 2, 2023 1:31 PM
To: arz3795@aol.com
Cc: Alanna Smith; Jessica Gow; Tequila Nelson
Subject: RE: HAMMOCK PRESERVE

Mrs. Zaffuto,

Good afternoon. I am one of the attorney's representing the owner of the property next to your home. Thank you for reaching out with your questions and concerns.

I am sorry to say that you were given partially incorrect information about the property located behind your house. While the general protections of the City's tree ordinance do apply to the property (protections for specimen and historic size trees and the requirement for mitigation of trees removed), the property is not classified as conservation. In fact, the current city land use for the property is Suburban Residential, which permits 2-4 units per acre of single-family housing to be built on the property. To put that in context, a development based on that density would be similar to the development in the Sunset Cove neighborhood, to your south.

That said, I can confirm that the proposal we will be discussing at our meeting this evening does not include the development of homes on that parcel. Instead, our client is proposing that the density associated with that portion of the property be relocated to the larger parcel on the north side of Madeline and west of the B-19 drainage canal. The property behind your home is proposed for open space area and stormwater improvements.

Please let me know if you have any additional questions. I look forward to speaking with you this evening if you will be at the meeting.

COBB COLE
Attorneys at Law
Since 1925

Mark Watts
Florida Bar No. 157521
Cobb Cole
231 North Woodland Boulevard
DeLand, FL 32720
(D) 386-736-7700 | (F) 386-785-1549
Website | Bio

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From: Annmarie Zaffuto <arz3795@aol.com>
Sent: Saturday, September 30, 2023 2:18 PM
To: Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: HAMMOCK PRESERVE

Dear Sir or Madam,

I am writing about OUR concern to what the owner's intention is for Parcel #3. When WE, the original owners, purchased our homes on the west side of Grove View Lane, with our back yards connecting to Parcel #3, the builder told us that the land would never be developed because of the endangered species trees and vegetation that exist there.

We were given a business card and were told that if we had any problems with the trees or vegetation to call, "SOUTHERN FOREST MANAGEMENT SERVICES, INC., TIMBER AND WILDLIFE SPECIALISTS." I've called them twice over the 30 years that I've owned my home. I was again told that trees back there were endangered and could not be cut down.

We would like the intention of Parcel #3 to remain as is. My question is, is the intention of the builders to strip ALL tress and vegetation from Parcel #3 and leave it bare or is the intention to leave a natural buffer which we prefer?

Sincerely,

Joe & Annmarie Zaffuto
3795 Grove View Lane
Port Orange, FL 32129
386-322-0706

Tequila Nelson

From: Jessica Gow
Sent: Monday, October 2, 2023 10:23 PM
To: Mark Watts; Tequila Nelson
Subject: Fwd: Madeline & Williamson Blvd's Development Presentation

Sent from my mobile device, please excuse any spelling or grammar mistakes! 😊

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

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From: dkurtz0626@gmail.com <dkurtz0626@gmail.com>
Sent: Monday, October 2, 2023 10:06:02 PM
To: Jessica Gow <jessica.gow@cobbcole.com>; Kris Rowley <Krowley@zevcohen.com>
Subject: Madeline & Williamson Blvd's Development Presentation

Jessica & Kris, Thank you and your team for tonight's information presentation. It was interesting and worth my wife's and my attending.

I live in the adjacent Town Park development and highly agree with the proposed improvement to Williamson Blvd. North to Beville. The county has promised this for many years and never delivered.

Please make a note that Madeline Ave needs to be widened to 4 lanes where it is 2 lanes East of Town Park, plus currently Port Orange is in violation of Federal ADA requirements by not providing an ADA compliant sidewalk for citizens like my wife who use an ECV scooter to get from our development to the grocery stores, Perrine's or Walmart Neighborhood Market on Clyde Morris @ Madeline.

Thank you very much!
Dean

Sent from my iPhone

Tequila Nelson

From: Mark Watts
Sent: Monday, September 25, 2023 10:35 AM
To: Tequila Nelson; Jessica Gow; Alanna Smith
Subject: RE: Hammock Preserve

Ok, thanks Tequila.

Mark Watts
Florida Bar No. 157521
Cobb Cole
231 North Woodland Boulevard
DeLand, FL 32720
(D) 386-736-7700 | (F) 386-785-1549
Website | Bio

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From: Tequila Nelson <tequila.valdez@cobbcole.com>
Sent: Monday, September 25, 2023 10:34 AM
To: Jessica Gow <jessica.gow@cobbcole.com>; Mark Watts <Mark.Watts@cobbcole.com>; Alanna Smith <alanna.smith@cobbcole.com>
Subject: Hammock Preserve

Got my first call from a concerned resident.

Dana & James Guardino
1426 Richel Dr.
Port Orange, FL
Sunrise Oaks area

They are not in favor of the development and is worried about the traffic it will cause. Both will be in attendance of the meeting.

Thanks,

Tequila Nelson
Legal Assistant
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9264 | (F) 386-323-9207
Website

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Tequila Nelson

From: Tequila Nelson
Sent: Friday, October 6, 2023 10:20 AM
To: Kim Fessock
Cc: Jessica Gow
Subject: RE: building on Madeline In Port Orange

Kim,

We will include your concern in our neighborhood meeting summary. If you have any questions on the specific development proposal, please let us know and we would be happy to discuss.

Thanks,

Tequila Nelson
Legal Assistant
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9264 | (F) 386-323-9207
Website

Notice: The information contained in this email transmission is intended by the sender for the use of the named individual or entity to which it is directed and may contain information that is privileged or otherwise confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee (or a person authorized to deliver it to the named addressee). It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without copying or forwarding it, and notify the sender of the error by reply email or by calling Cobb Cole at 386-255-8171, so that we can update our address records accordingly.

From: Kim Fessock <2lobsterster@gmail.com>
Sent: Monday, September 25, 2023 2:25 PM
To: Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: building on Madeline In Port Orange

We do not want anything built on Madeline. There is already going to be too much traffic because of all the condo's by our Walmart.

Print Form

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
First Reading – Ordinance No. 2024-02: 23-1 Large-Scale Comprehensive Amendment/Hammock Preserve (Case No. CPAM-23-0001)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law[1] for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

A request by the property owners to change the Future Land Use (FLU) designation of ±5.2 acres of Parcel 1 from Urban Medium Density Residential (4-8 units/acre) to Commercial, and change the FLU designation of Parcel 2, consisting of ±32.4 acres, from Suburban Residential (0-2 units/acre) to ±29.9 acres of Urban Medium Density Residential (4-8 units/acre) and ±2.5 acres of Commercial, to add a FLU Element Policy to provide density/intensity limits for the property.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs that businesses may reasonably incur are estimated by Ordinance 2024-XX

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new charge or fees to businesses or for which businesses will be financially responsible for are estimated by Ordinance 2024-xx

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

No new regulatory cost, including revenues from any new charges or fees to cover such cost to businesses, are estimated by Ordinance 2024-xx

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are estimated to be impacted by Ordinance 2024-xx

4. Additional information the governing body deems useful[2] (if any):

N/A

[2] *You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/5/2024

SUBJECT: (F11b) First Reading – Ordinance No. 2024-03 – PUD Rezoning and Hammock Preserve Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-23-0007)

DEPARTMENT: Community Development

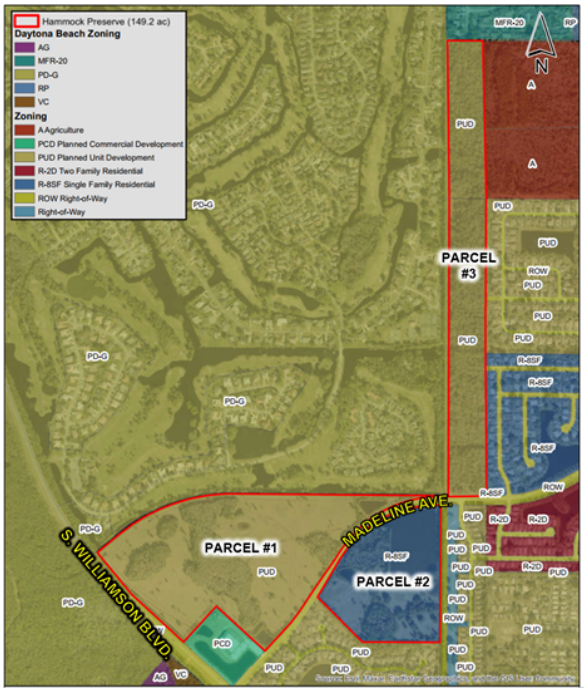
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2024-03, rezoning 32.4 acres from R-8SF (single-family residential) to PUD (Planned Unit Development) and establishing the Hammock Preserve Master Development Agreement and Conceptual Development Plan for a 149.2-acre site.

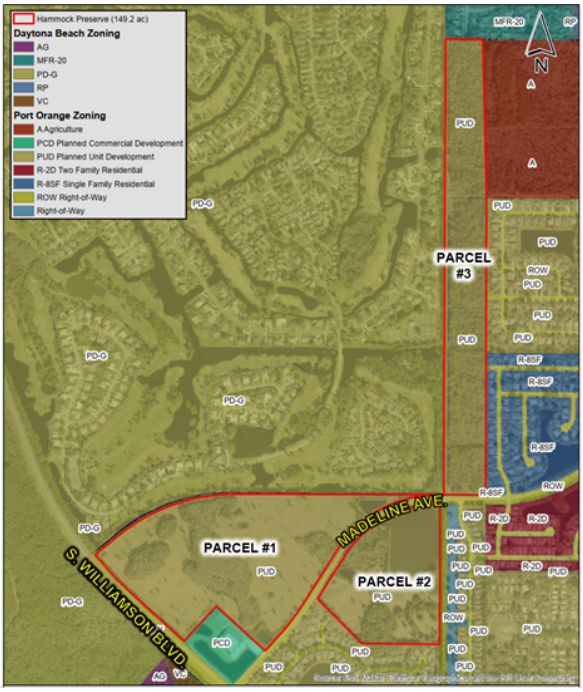
SUMMARY: Planning Commission Action (01/25/24): Recommended Approval (5-2)

The proposed Hammock Preserve PUD is for a +/- 149.2-acre property consisting of three parcels on the north and south sides of Madeline Avenue, east of Williamson Boulevard. The applicant is requesting to;

- Rezone 32.4 acres Parcel 2 (Parcel 6201-00-00-0012) of the +/- 149.2 acres from R-8SF (Single-Family Residential) to Planned Unit Development (PUD). The remaining +/- 116.8 acres (Parcels 1 and 3) of the +/- 149.2-acre property is already zoned PUD but without an active MDA. Rezoning of the 32.4 acres (Parcel 2) to PUD will make all three parcels zoned PUD.
- Establish the Hammock Preserve Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the entire 149.2-acre PUD site (Parcels 1, 2, and 3).



Current Zoning Map



Proposed Zoning Map

If approved, the proposed PUD would allow for the development of a mixed-use project that consists of:

- 873 multi-family units. As part of the PUD, the applicant is consolidating all 873 residential units currently allowed on Parcels 1-3 on Parcel 1 to allow for increased open space, preservation of natural areas, and drainage on Parcels 2 and 3. The PUD does not increase the number of residential units allowed on the subject property beyond the current number of residential units allowed on the subject property by the current FLU designations.
- 40,000 square feet of commercial on Parcels 1 and 2, so long as the gross amount of commercial square footage does not exceed 40,000 square feet overall and no more than 10,000 square feet on the south of Madeline Avenue.



According to the applicant, the proposed PUD is an example of an in-fill development, repurposing three vacant parcels into a master-planned mixed-use development that is designed to provide multifamily housing and neighborhood commercial uses at the intersection of two major roadways within the city to serve the residents of the proposed multi-family development, nearby residents and existing pass-by traffic on adjacent roadways, with the commercial area on the south side of Madeline Avenue having more traditional neighborhood commercial uses, such as ice cream store, diner, barber shop, gym, microbrewery, etc. that are primarily intended to serve the surrounding residential area.

The Planned Unit Development (PUD) district is a conditional zoning district intended to provide a flexible approach for unique and innovative land development proposals that could not be accomplished under conventional zoning. A PUD requires a Master Development Agreement (MDA) to establish permitted uses and specific development requirements and a Conceptual Development Plan (CDP) that illustrates the general location and intensity of the land uses within the development. A PUD does not approve any specific development but establishes the parameters for developing a site. The flexibility from the standard code requirements in the Land Development Code (LDC) is offered to create a better-quality project with greater benefits for the public and the developer. A PUD must be developed in accordance with the standards established in the approved MDA and CDP and comply with all other applicable development regulations (stormwater, landscaping, tree preservation, roadways, traffic, off-site roadway improvements, parking, etc.). Compliance with the MDA, CDP, and other applicable development regulations is verified while reviewing a site-specific development proposal located within the planned development. The PUD district can

also provide more flexibility from conventional development standards, such as building height and setbacks, to help create a more mixed-use, pedestrian-oriented development.

If a Hammock Preserve PUD is approved, the applicant would then be required to prepare and submit a specific site and/or subdivision development plans that comply with the requirements of the MDA, CDP, and LDC, such as grading, stormwater drainage improvements, type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, building location, and water and sewer lines, roadway or parking lot design, and other development requirements. At the time a PUD is requested, site and/or subdivision plans are not required to be prepared or have not been submitted.

The proposed Hammock Preserve CDP shows the general location of the multi-family buildings, commercial buildings, stormwater/drainage improvements, open space areas, common open space areas, and tree preservation areas, and the Hammock Preserve MDA establishes that the development will comply with all city land development regulations in the LDC, such as setbacks, stormwater, landscaping, tree preservation, open space, roadways, traffic, parking, utilities, architecture, etc., except for a request to increase the building height for the multi-family and commercial buildings on Parcel 1.

Traffic: Although the LDC does not require a Traffic Impact Analysis (TIA) for a PUD rezoning, a Traffic Memorandum was prepared by the applicant's traffic engineering firm, LTG Engineering & Planning. According to the Traffic Memorandum, if the three parcels that make up the PUD are developed at the maximum density (873 multi-family units) and 40,000 square footage of commercial instead of the residential type (single-family, multi-family, and duplex) and maximum residential density (873 residential units) allowed by the current Future Land Use designations: 1) less PM peak hour trips would be generated if parcels are development according to the proposed PUD, and 2) more daily trips would be generated if parcels are development according to the proposed PUD.

If the PUD is approved, any specific site development proposal for the subject property will be required to comply with the City's Transportation Concurrency Management requirements in the LDC at the time of development, requiring adequate transportation facilities (turn lanes, signal retiming, roadway widening, etc.) be provided or to mitigate their impacts. The Traffic Memorandum analyzed the Level of Service (LOS) for adjacent roadway segments and notable intersections within the general area of the PUD and includes a preliminary list of roadway and intersection improvements the developer may be required to enter into a Proportionate Fair-Share Agreement with the City and Volusia County to construct or pay for part of the improvements. The proposed improvements identified in the attached staff report would add roadway capacity at intersections, reduce delays on roadway segments, allow turning vehicles to decelerate away from through traffic, eliminate or reduce queues in the through lane, and improve roadway safety. Recommended roadway improvements will be completed as required by a city-approved site plan or through the Volusia County Driveway permit.

Stormwater Drainage: Parcel 1 and 2 stormwater is retained on-site in existing wetlands and ponds or discharges into the B-19 Canal. The pond on Parcel 2 holds stormwater from Parcel 1 and 2. Along the east side of Parcel 2 is the B-19 Canal, but based on the

survey provided by the applicant, there is no direct outfall from Parcel 2 into the B-19 Canal. However, during storm events beyond a 100-year, 24-hour event (i.e., Hurricane Ian in 2022), there would be overland drainage from Parcel 2 into the B-19 Canal. On Parcel 3, the B-19 Canal runs along its west side, but there is no outfall from Parcel 3 into the B-19 Canal, Parcel 1, or under Madeline Avenue to Parcel 2. Parcel 3 also includes a series of ditches that convey stormwater from adjacent subdivisions (Yorktown Estates, Sunrise Oaks, and The Groves) to the B-19 Canal.

If the PUD is approved, formal engineered drainage plans are required to be submitted as part of any site plan application. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities designed to accommodate and treat a 100-year, 24-hour storm event (approximately 11 inches of rain over a 24-hour period). In addition to meeting the requirements in the LDC, the stormwater system will also be required to meet the stormwater requirements of the St. Johns River Water Management District, and there could be possible permitting required through FEMA. Surrounding residential developments were developed using the same drainage standards or less stringent standards than the PUD will need to meet.

According to the project engineer, the stormwater design for this project includes a series of interconnected retention ponds on Parcel 1 that will treat runoff before discharging into a centralized existing wetland, or stormwater will be discharged to the Pelican Bay ditch at the north end of Parcel 1, which eventually outfalls into the B-19 Canal. On Parcel 2, there will be a retention pond and compensating storage ponds. On Parcel 3, there will be a series of compensating storage ponds to mitigate or offset the development on Parcel 1 and a small portion of Parcel 2 that requires fill to be added within the flood plain. A compensatory storage pond is not a typical retention pond that collects stormwater from the site; a compensatory storage pond is used to balance the loss of natural flood storage capacity when fill or structures are placed within the floodplain.

Open Space: According to the LDC, the proposed PUD is required to establish 60% or 89.5 acres of the 149.2-acre PUD as open space (undeveloped land, stormwater ponds, landscape buffer areas, wetlands, and active and passive recreation space). The proposed PUD establishes +/- 111.9 acres, or 75% of the PUD, as open space. Therefore, the proposed PUD provides +/- 22.4 acres of open space, more than required by the LDC. According to the applicant, the clustering of residential units on Parcel 1 allows for large tracts of open space on Parcels 2 and 3 beyond the acreage required by the
LDC.

The applicant is requesting flexibility with the maximum building height on Parcel 1 for the multifamily building to be 45 feet within 100 feet of the PUD boundary, 65 feet for a building located farther than 100 feet from the PUD boundary, and a maximum building height of 45 feet for the commercial buildings on Parcel 1. The LDC establishes a maximum building height of 35 feet for a PUD and 45 feet for properties zoned with a conventional city multi-family or commercial zoning designation. According to the applicant, the requested building height is to allow the clustering of residential units on Parcel 1 to allow for the preservation of large tracts of open space and stormwater/compensatory storage areas on Parcels 2 and 3. The City Council will need

to consider allowing the requested maximum building heights for Parcel 1.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2024-03 with exhibits	Ordinance No. 2024-03 with exhibits.pdf
2.	Hammock Preserve Master Development Agreement with exhibits	Hammock Preserve Master Development Agreement with exhibits.pdf
3.	STAFF REPORT	STAFF REPORT.pdf
4.	Business Impact Estimate Form Ord. 2024-03	Business Impact Estimate Form Ord. 2024-03.pdf

Penelope Cruz	Created/Initiated - 2/8/2024
Tim Burman	Approved - 2/9/2024
Shannon Balmer	Approved - 2/23/2024
Wayne Clark	Approved - 2/23/2024
Tracee Cody	Final Approval - 2/23/2024

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±32.4 ACRES OF PARCEL 6201-00-00-0012 FROM R-8SF (SINGLE-FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT AND ESTABLISHING THE HAMMOCK PRESERVE PLANNED UNIT DEVELOPMENT PUD MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR A ±149.2 ACRE SITE GENERALLY LOCATED ALONG THE NORTH AND SOUTH SIDES OF MADELINE AVENUE, EAST OF WILLIAMSON BOULVARD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±32.4 acres being identified as Parcel 6201-00-00-0012, from R-8SF (single-family residential) to PUD (Planned Unit Development) and establishing the Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP") for a 149.2-acre site; and

WHEREAS, the City and Developer desire to enter into The Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for the Hammock Preserve Planned Unit Development PUD; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed the Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±32.4 acres being identified as Parcel 6201-00-00-0012, generally located on the south side of Madeline Avenue, east of Williamson Boulevard, more particularly described in **Exhibit "1"**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize, and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP") for a 149.2-acre site, attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT “1”

A PORTION OF SECTION 1 AND SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF SECTION 7. TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TIffi GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N 89 °48 ' 41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 400 FEET TO THE EASTERLY LINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN-DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438,SAID PUBLIC RECORDS, SAID LINE ALSO BEING THE WEST LINE OF SUNSET COVE, PHASE 1 COMMON AREA AS RECORDED IN MAP BOOK 53, PAGE 63, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S00°11'27"W ALONG SAID WEST LINE, 2,015.74 FEET TO THE BEGINNING OF A NON- TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 89°15'40", AND A CHORD BEARING OF S44°24'13"E; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE AND THE ARC OF SAID CURVE, 623.16 FEET; THENCE . S88°54'06"E ALONG SAID SOUTHWESTERLY LINE, 1,036.43 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE AND THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF CROSS CREEK PHASE II, AS RECORDED IN MAP BOOK 43, PAGE 56, SAID PUBLIC RECORDS; THENCE S00°02'18"W ALONG SAID NORTHERLY EXTENSION OF THE WEST LINE, 80.02 FEET TO THE NORTHEAST CORNER OF TOWN PARK P.U.D. - PHASE 2, AS RECORDED IN MAP BOOK 47, PAGES 155-157, SAID PUBLIC RECORDS; THENCE N88°54'06"W ALONG THE NORTHERLY LINE OF SAID TOWN PARK P.U.D. - PHASE 2, 1,037.13 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 89°19'43", AND A CHORD BEARING OF N44°26'26"W; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AND ALONG THE EASTERLY LINE OF TOWN PARK P.U.D. - PHASE 1A, AS RECORDED IN MAP BOOK 47, PAGES 5 - 7, SAID PUBLIC RECORDS AND THE EASTERLY LINE OF TOWNPARK P.U.D. - PHASE 1B, AS RECORDED IN MAP BOOK 48, PAGES 14-17, SAID PUBLIC RECORDS, AND THE ARC OF SAID CURVE, 748.36 FEET; THENCE N00°1 1 '27"E ALONG THE EASTERLY LINE OF SAID TOWN PARK P.U.D. - PHASE 1B, 536.11 FEET; THENCE N89°19'25"W ALONG THE NORTHERLY LINE OF SAID TOWN PAR1C. P.U.D. - PHASE 1B, 827.82 FEET; THENCE N44°33 '09"W ALONG THE NORTHERLY LINE OF SAID TOWN PARK, P,U.D. PHASE - 1B, 663.77 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N32°26'10"E ALONG SAID SOUTHERLY _RIGHT OF WAY LINE, 549.45 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,150.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 1,159.45 FEET; THENCE S89°47'50"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 69.01 FEET TO THE POINT OF BEGINNING.

BEING ALSO KNOWN AS PARCEL 6201-00-00-0012

Exhibit “2”
Proposed Zoning Map

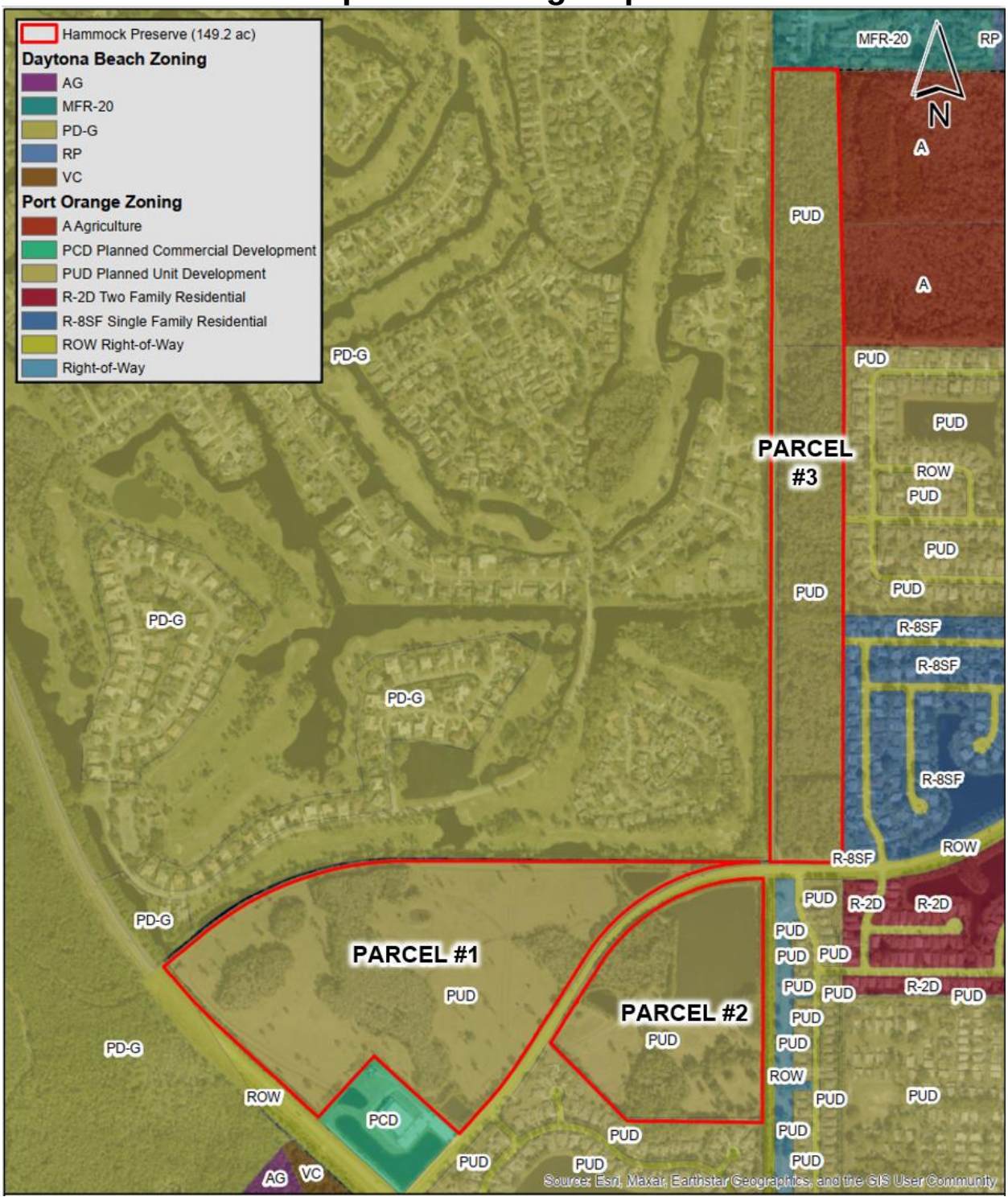


EXHIBIT "3"

HAMMOCK PRESERVE PLANNED UNIT DEVELOPMENT PUD
MASTER DEVELOPMENT AGREEMENT

This Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement ("MDA") is entered into by and between the City of Port Orange, a Florida municipal corporation (the "City"), and FL P17, LLC, a Florida limited liability company, FL P18, LLC, a Florida limited liability company, and FL P43, LLC, a Florida limited liability company (the "Owner"), including its successors and assigns, (collectively the "Parties"), hereby covenant and agree, and bind their successor and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "**HAMMOCK PRESERVE**", involves approximately +/- 149.2 acres of land which is legally described on Exhibit A attached hereto, and shall henceforth be referred to as the "Property". The Property is under ownership of the Owners, signatories to this Agreement. This Agreement between the City and the Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Hammock Preserve PUD provides for multifamily residential development and neighborhood commercial uses that protect the moderate-density and transitional character of the Madeline Avenue area while creating a node of activity within the Williamson Boulevard intersection. The Property will be developed with up to 873 residential units and 40,000 square feet of limited neighborhood commercial uses, as defined herein, with buffers that ensure the project is compatible with the surrounding, existing neighborhoods.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Hammock Preserve PUD, comprised of the MDA and the Conceptual Development Plan ("CDP"),

attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of roads, lots, amenities, and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to owners within the PUD. Collectively, this MDA and the CDP for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the CDP, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. If the Plan fails to address a particular subject or requirement, the applicable City ordinances, as defined by the City of Port Orange Land Development Code ("LDC") shall control. The parties acknowledge that compliance with the City's LDC may necessitate modification to the CDP. In the event modification to comply with the LDC is required, and the modifications to the CDP are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require the City Administrative Official's written approval and shall require execution of an amendment to memorialize said modification. If the Owner is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owner may appeal the decision pursuant to the LDC.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for residential and neighborhood commercial purposes and developed as a community with common open space and other buffers as specified herein. The Property shall be developed for a maximum of 873 residential units, along with 40,000 sq. ft. of nonresidential uses allocated throughout the Property as further detailed herein. When considered in light of other

housing and community choices in the vicinity, the Hammock Preserve PUD will provide for a transitional residential development that creates a multifamily project that may include a variety of product types (traditional multifamily, townhome, and/or carriage house style units may be included) adjacent to the surrounding land use pattern.

The PUD will have an overall density of 873 residential units and a maximum nonresidential square footage of 40,000 sq. ft. which is consistent with the density and intensity requirements of the Future Land Use designations for the Property. The PUD shall be limited to 10,000 sq. ft. of nonresidential development located south of Madeline Avenue. This design also provides for a compatible transition between the varying densities and use types of the surrounding properties.

In order to assure that the Property is developed in substantial compliance with the Plan, a Unity of Title Agreement is necessary to establish the parcels that make up the residential areas subject to this PUD as a unified parcel whereby the use and development of which will be limited to the uses as set forth herein, including the transfer of residential density from Parcel 2 and Parcel 3 to Parcel 1. Developer hereby covenants that the residential portions of the Property, as identified by those parcels located within the Suburban Residential and Urban Medium Density Residential Future Land Use classifications, shall be held and conveyed as a single integrated parcel of land.

1. Permitted residential development:
    a. Parcel 1, as illustrated on CDP: 873 residential units
    b. Parcel 2, as illustrated on CDP: N/A
    c. Parcel 3, as illustrated on CDP: N/A
2. Permitted nonresidential development:
    a. Parcel 1, as illustrated on CDP: 40,000 sq. ft. – provided, however, that in the event commercial development is established on Parcel 2, as detailed herein, the allowable square footage on Parcel 1 shall be reduced by the amount of such

development.

b. Parcel 2, as illustrated on CDP: 10,000 sq. ft. – provided, however, that if Parcel 1 is developed for greater than 30,000 sq. ft., the allowable square footage of commercial development within Parcel 2 shall be reduced by an equivalent amount to the square footage over 30,000 sq. ft. placed within Parcel 1.

c. Parcel 3, as illustrated on CDP: N/A

Permitted neighborhood commercial uses shall be those uses listed herein:

Parcel 1:
Laundry and dry cleaning retail stores.
Child care centers
Community gardens
Adult/vocational education.
Banks.
Business services.
Clubs, lodges, and fraternal organizations.
Financial services.
Furniture and appliance stores and repair shops.
Health/exercise clubs.
Medical offices/clinics.
Offices.
Office supplies.
Personal services.
Restaurants (without drive through)
Retail home building materials.
Retail nurseries and garden supplies.
Retail sales and services.
Veterinary clinics.
Brewery
Craft food and beverage producer
Microbrewery
Theaters
Game/recreation facilities

Parcel 2:
Laundry and dry cleaning retail stores.
Child care centers
Community gardens
Adult/vocational education.
Banks.
Business services.
Financial services.
Health/exercise clubs.

Medical offices/clinics.
Offices.
Office supplies.
Personal services.
Restaurants (without drive through)
Retail sales and services.
Veterinary clinics.
Brewery
Craft food and beverage producer
Microbrewery

B. **Dimensional Requirements**

Lot dimensions and configurations within the Property are generally depicted on the CDP. The lot sizes and configurations shall comply with the minimum dimensional requirements described below. The lot dimensions and areas shown on Exhibit "B" may be adjusted during the final subdivision process.

1. Overall PUD Development Requirements

   a. Maximum Impervious Surface/Building Coverage: 40%

   b. Minimum Open Space: 60% (20% of which shall be common open space)

2. Multifamily Development Requirements

   a. Setbacks

      i. Williamson Boulevard: 50'

      ii. Madeline Avenue: 35'

      iii. Rear: 25'

      iv. Side: External to PUD: 25'
      Internal to PUD: 5'

   b. Maximum Building Height: 45' within 100' of PUD Boundary, all others 65'(measured from the grade to the mid-point of the trusses)

   c. Minimum Open Space: 30%

d. Maximum Impervious Surface/Building Coverage: 70%

e. Minimum Living Area: 750 square feet

f. Minimum lot area: 20,000 square feet

g. Minimum lot width: 100 feet

3. Nonresidential Development Requirements

a. Setbacks

i. Williamson Boulevard: 50'

ii. Madeline Avenue: 35'

iii. Rear: 25'

iv. Side: External to PUD: 25'
Internal to PUD: 5'

b. Maximum Building Height: Parcel 2: 25'
Parcel 1: 45'

c. Minimum Open Space: 30%

d. Maximum Impervious Area/Building Coverage: 70%

e. Minimum lot area: 20,000 square feet

f. Minimum lot width: 100'

C. **Open Space**

60% of the overall Hammock Preserve PUD shall be open space, of which 20% shall be common open space.

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall comply with Chapter 14 of the LDC requirements and be consistent with a Modern Coastal Florida Architectural style that focuses on functionality, sustainability, and outdoor living through the use of clean lines, neutral colors, and open plans that include a living connection to nature. Representative imagery presenting the

general theme of the proposed development is included herein as Exhibit C, although different elevations for the proposed development may be approved so long as the architectural theme set forth herein is met.

6. PHASING

The development of the Hammock Preserve PUD may occur in a single or multiple phases. Each proposed phase shall include the construction of all subdivision and infrastructure improvements necessary for said phase to stand alone, including any necessary transportation improvements to support that phase. Project amenities, such as park areas and on-street parking spaces within private streets, shall be constructed prior to issuance of a certificate of occupancy for the first structure in the phase in which they are located. Any proposed phasing must meet the minimum requirements of the City LDC.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

The Owner will extend water and sewer lines to serve the Property and the development authorized herein, as necessary, and the water and sewer lines shall be private utilities. If the City desires to extend the water and sewer lines prior to the Owner's need for installation of the Owner's lines, the Owner shall grant the necessary utility easement to the City and the City shall install and pay for such lines. All lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD.

Irrigation to be provided by the lowest quality water source, including reclaimed water, surface/storm water, or an irrigation well if available. If a lower quality water source is not available or not deemed feasible pursuant to St. Johns River Water Management District Rule or applicable state law, then potable water may be considered for irrigation. Potable water and sanitary sewer will be supplied to the Property by City of Port Orange. The Owner shall be responsible for any utility infrastructure upgrades needed for the development, including the

relocation of any existing utilities. Improvements will be constructed in accordance with City of Port Orange Utility Construction Standards.

Runoff from higher adjacent lands, if any, shall be considered as part of site plan and subdivision review, and provisions for conveyance of said runoff shall be included in the drainage plan. The stormwater report shall include the depressional storage volume when modeling the pre-existing conditions for the 25 year/24 hour and 100 year/24-hour frequency storms. The minimum floor finished elevation shall be one foot above the Base Flood Elevation project wide. The Owner shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

The proposed development will require the Owner's development of hydrologically connected compensatory storage facilities, as generally depicted on the CDP. Review of impacts to areas within the floodplain or floodway will require detailed analysis in the form of a Flood Impact Analysis, which shall be reviewed and approved by the City and any other agency as required by law, prior to development within the Property. Floodplain compensatory storage volume for development on the adjacent property located at 4015 S Williamson Blvd. is existing at the time of approval of this Agreement. The Property shall ensure that the connection to the floodplain is maintained through the Property and the existing compensatory storage volume is not isolated from the floodplain as a result of development of this Property, or an equivalent volume of compensatory storage shall be provided within the Property.

8. ACCESS, PARKING, SIDEWALKS, AND ROADWAY CAPACITY

A. **ACCESS**. The exact location of all driveways and/or roadways and reserved street names, as applicable, will be provided and depicted when the Property is subject to the subdivision or site plan review process. Access will be provided in accordance with the LDC, and internal roadways and drive aisles shall be private.

B. **PARKING**. Parking shall be provided consistent with the LDC.

C. **SIDEWALKS**. Sidewalks shall be constructed as required by the LDC and as depicted on the CDP. Along the north side of Madeline Avenue, within the right-of-way, an 8-foot-wide sidewalk is required for the two parcels on the north side of Madeline Avenue. Along the south side of Madeline Avenue, within the right-of-way, a 5-foot-wide sidewalk is required for the parcel on the south side of Madeline Avenue. Along the east side of Williamson Blvd., within the right-of-way, an 8-foot-widesidewalk is required for the parcel on the east side of Williamson Blvd.

D. **ROADWAY CAPACITY**. Development of the Property will result in the creation of traffic generation that will need to be analyzed in accordance with Section 9, Concurrency, below. The Owner has completed an initial review of transportation facilities in the vicinity of the site and has determined that additional review is necessary to determine if the improvements listed herein will be required in line with site development. The Owner shall perform a Traffic Impact Analysis (TIA) that analyzes and determines the necessity and feasibility of each of the improvements listed below at the time of site development.

I. Analysis and potential improvement of the southbound right at McGinnis Avenue and Williamson Boulevard;

II. Analysis of signal timing and coordination of the traffic signals at Williamson Boulevard and McGinnis Avenue and Williamson Boulevard. and Town West Boulevard;

III. Installation of second left turn lane on Southbound Williamson Boulevard onto Eastbound Madeline Avenue;

IV. Analysis and installation of safety and capacity intersection improvements at Madeline Avenue and Clyde Morris Boulevard, as warranted; and

V. Analysis and potential improvement to the southbound right turn lane located at Williamson Boulevard and Town West Boulevard.

VI. Additional improvements may be required following review of the Traffic Impact Analysis for the Property during site plan review.

9. CONCURRENCY.

The development of the Property shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by Owner for which impact fee credits can be awarded.

10. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Owner shall form and incorporate a non-profit property owners association (the "POA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to stormwater drainage systems within the Property, the vehicle staging and mail kiosk areas, and the entrance features and landscape buffers on the Property.

The general scope and format of the POA documents, and the covenants and restrictions, will be similar in concept to the documents of similar associations in Port Orange. The covenants and restrictions governing the Property and association responsibility shall be executed and recorded in the Public Records of Volusia County, Florida. The POA will have a board of directors to legislate and govern the rules and orders of the HOA. The POA board will have the means and authorization to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each member requiring the maintenance and service of their own individual building site. The POA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The POA covenants and restrictions shall include provisions limiting on-street parking within the development to those parking areas identified during site plan or subdivision review of the proposed private roadways, and shall include provisions requiring the ongoing maintenance and repair of any sidewalks and roadways not dedicated to the City. The POA may charge and collect

dues to maintain operate and service all common facilities on the Property. The POA will have authority to place a lien against individual building sites to collect unpaid POA dues. The owner of each lot within the Property will automatically become a member of the POA by virtue of purchasing a building subject to the rules, covenants, and restrictions of the POA. The POA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the storm water drainage facility, the City shall have the right to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair, and replacement as the City may deem necessary. If requested by the City and as otherwise needed for plat improvements, the Owner will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Owner may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer with a width of fifty (50) feet along the Property boundary adjacent to Williamson Boulevard and along the eastern boundary of Parcel 3, thirty-five (35) feet along Madeline Avenue, and twenty (20) feet along all other perimeters. The planting standard along Madeline Avenue shall be comprised of six (6) shade trees, seven (7) understory trees, and fifty-five (55) shrubs per 100

linear feet. All buffers will remain as existing conditions or at time of each lot build out shall be required to install minimum landscape requirements for the Port Orange LDC.

12. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Owner will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of the City's LDC. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

13. EXPIRATION

Development of the Hammock Preserve PUD shall commence within five (5) years from the effective date of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Owner and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This Agreement shall become effective and run with the land upon recording by the City of Port Orange at the Owner's expense in the public records of Volusia County, Florida.

15. AMENDMENTS AND VARIANCES

A. Amendments. Amendments to this Agreement and CDP shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange LDC.

B. Administrative Variances. Pursuant to the LDC, as applicable, the City may grant an administrative variance for this PUD from the requirements of the LDC, as applicable, when deemed appropriate by the administrative official. Application for administrative

variances from the requirements of this PUD shall be made on the appropriate forms provided by the City for that purpose and shall be accompanied by the appropriate review fee. Furthermore, an administrative variance is not applicable to deviations from the LDC as established herein.

16. COMFORMANCE WITH THE LAWS

The Owner agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the CDP for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owner's successors in title will be bound by the Owner's commitments made in the Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

18. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the Parties with respect to any subject comprehended by this Agreement is hereby voided

and superseded by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this ____day of _____, 20____.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

_____
Name:_____

By: _____
Donald O. Burnette, Mayor

_____
Name:_____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this __ day of _____, 2024, by Donald O. Burnette as Mayor, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

Attest: _____
Robin L. Fenwick, MMC, City Clerk

_____
Name: _____

_____
Name:_____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this __day of _____, 2024, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

Signed, sealed and delivered in the presence of:

FL P18, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P18, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

FL P17, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P17, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

FL P43, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P43, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit A
Legal Description

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) N 89 DEGREES 51 MINUTES 09 SECONDS W, A DISTANCE OF 434.79 FEET; 2) N 89°50'18" W, A DISTANCE OF 45.21 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S 00°10'25" W ALONG THE WEST LINE OF THE 80 FOOT BOUNDARY OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1479.57 FEET TO A POINT ON THE NORTH LINE OF TOWN PARK P.U.D. PHASE 1B AS RECORDED IN MAP BOOK 48, PAGES 14 THROUGH 17 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH LINE; 1) N 89°21'52" W, A DISTANCE OF 822.00 FEET; (2) N 44°35'36" W, A DISTANCE OF 663.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MADELINE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1152 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; 1) N 32°23'42" E, A DISTANCE OF 549.47 FEET; 2) THENCE NORTHEASTERLY, 1159.45 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'00" (CHORD BEARING N 61°16'42" E, 1110.96 FEET); 3) S 89°50'18" E, A DISTANCE OF 23.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 1,260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 32 DEGREES 26 MINUTES 10 SECONDS WEST, 683.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST

HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST, 700.00 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08 DEGREES 40 MINUTES 17 SECONDS; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, NORTH 50 DEGREES 28 MINUTES 29 SECONDS EAST, 308.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 1,937.10 FEET AND A CENTRAL ANGLE OF 39 DEGREES 43 MINUTES 41 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 1,343.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 50 SECONDS EAST, 2,138.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES SOUTH OF THE SOUTH LINE OF COLEMAN'S THIRTY ACRES, AS RECORDED IN MAP BOOK 40, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

TOGETHER WITH THAT PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES NORTH OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

Exhibit B
Conceptual Development Plan

HAMMOCK PRESERVE

CITY OF PORT ORANGE - VOLUSIA COUNTY, FL

CONCEPTUAL DEVELOPMENT PLAN

OWNER:
FLP 17LLC., FLP 18LLC., FLP 43LLC.
259 BILL FRANCE BLVD.
DAYTONA BEACH, FL 32114
PHONE NUMBER: (386) 295-9676
FAX NUMBER
CONTACT PERSON: MATTHEW CACOLO
e-mail: mcacolo@veecorpm.com

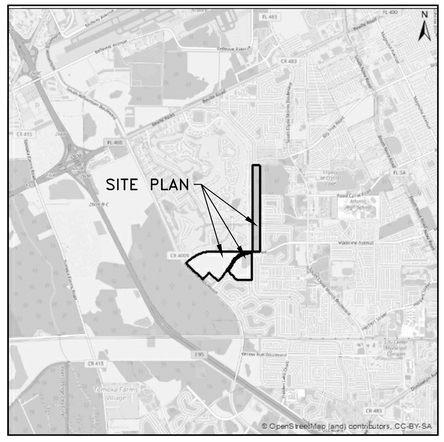
CIVIL ENGINEER:
ZEV COHEN & ASSOC.
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRIS ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
GEOPOINT SURVEYING, INC
213 HOBBS STREET
TAMPA, FL 33619
PHONE NUMBER: (813) 248-8888
FAX NUMBER: (813) 248-2266
CONTACT PERSON: DAVID A. WILLIAMS, P.S.M., R.P.L.S.
e-mail: davidw@geopointsurvey.com

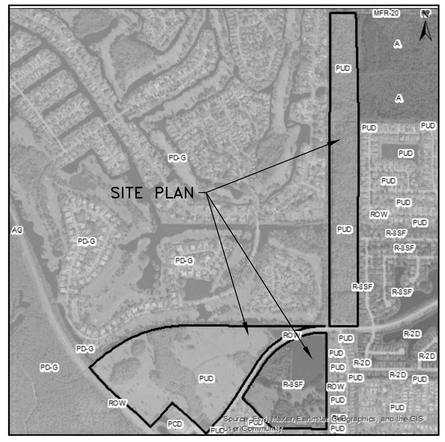
LANDSCAPE ARCHITECT:
DANIEL ROGERS LANDSCAPE ARCHITECTURE
1775 MOHAWK TRAIL
MAITLAND, FL 32751
PHONE NUMBER: (407) 353-0112
FAX NUMBER: (386) 677-2505
CONTACT PERSON: DANIEL ROGERS, RLA
e-mail: daniel@rogers-la.com

SITE INFORMATION:

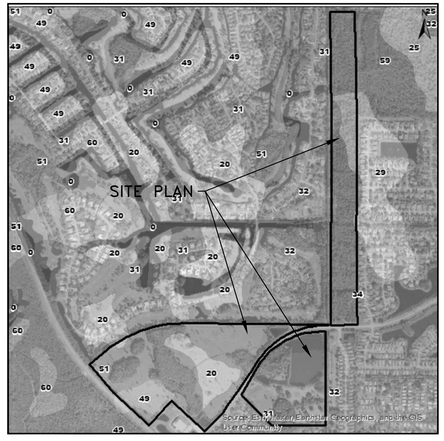
SITE ADDRESS:	MADELINE AVE, PORT ORANGE, FL 32129
TAX PARCEL I.D. #:	62-01-00-00-0010, 62-01-00-00-0011, 62-01-00-00-0012, 52-36-00-00-0015
PROJECT AREA:	149.2 AC
PARCEL 1 ACREAGE:	69.1 AC
PARCEL 2 ACREAGE:	32.4 AC
PARCEL 3 ACREAGE:	47.7 AC
EXISTING ZONING:	PUD, R-8SF
PROPOSED ZONING:	PUD
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	MULTI-USE
EXISTING FUTURE LAND USE:	SUBURBAN RESIDENTIAL, URBAN MEDIUM DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE:	SUBURBAN RESIDENTIAL, URBAN MEDIUM DENSITY RESIDENTIAL, COMMERCIAL
TOTAL MAXIMUM DENSITY	873 RESIDENTIAL UNITS
TOTAL MAXIMUM COMMERCIAL SQ. FT.:	40,000 SQ. FT.
MULTIFAMILY DEVELOPMENT REQUIREMENTS	
SETBACKS:	
WILLIAMSON BLVD:	50 FT
MADELINE AVENUE:	35 FT
REAR:	25 FT
SIDE EXTERNAL TO PUD:	25 FT
SIDE INTERNAL TO PUD:	5 FT
MAXIMUM BUILDING HEIGHT:	45' WITHIN 100' OF PUD BOUNDARY, ALL OTHERS 65 FT (MEASURED FROM THE GRADE TO THE MID-POINT OF THE TRUSSES)
MINIMUM OPEN SPACE:	30%
MAXIMUM IMPERVIOUS AREA:	70%
MINIMUM LIVING AREA:	750 SQFT
MINIMUM LOT SIZE:	20,000 SQFT
MINIMUM LOT WIDTH:	100 FT.
NONRESIDENTIAL DEVELOPMENT REQUIREMENTS	
SETBACKS:	
WILLIAMSON BLVD:	50 FT
MADELINE AVE:	35 FT
REAR:	25 FT
SIDE:	EXTERNAL TO PD: 25 FT INTERNAL TO PD: 5 FT
MINIMUM LOT SIZE:	20,000 SQFT
MINIMUM LOT WIDTH:	100 FT.
MAXIMUM BUILDING HEIGHT PARCEL 1:	45'
MAXIMUM BUILDING HEIGHT PARCEL 2:	25'
MINIMUM OPEN SPACE:	30%
MAXIMUM IMPERVIOUS SURFACE/BUILDING COVERAGE:	70%
OVERALL PUD DEVELOPMENT REQUIREMENTS	
MAXIMUM IMPERVIOUS SURFACE/BUILDING COVERAGE:	40%
OPEN SPACE:	60%
REQUIRED TREE PROTECTION AREA	15%
UTILITIES:	PROVIDED BY CITY OF PORT ORANGE
DRAINAGE AREAS	
PARCEL 1	10.99 AC
PARCEL 2	20.81 AC
PARCEL 3	30.22 AC
COMMON OPEN SPACE	
PARCEL 1	21.06 AC
PARCEL 2	9.02 AC
PARCEL 3	0.35 AC
REMAINING WETLAND AREA	
PARCEL 1	4.12 AC
PARCEL 2	0 AC
PARCEL 3	1.45 AC



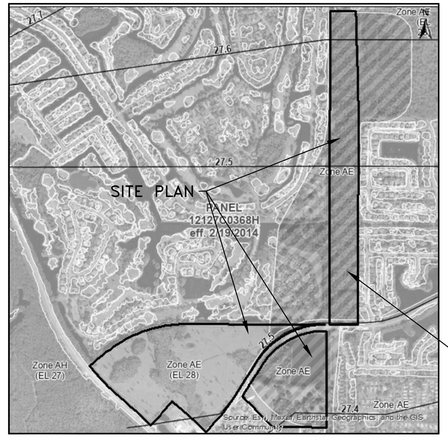
VICINITY MAP
SCALE: 1" = 4000'



ZONING MAP
SCALE: 1" = 1100'
CURRENT ZONING FOR THIS SITE IS: PUD



SOILS MAP
SCALE: 1" = 1100'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: 0 – Water 20 – Eaugallie Fine Sand 25 – Gator Muck 9 – Immokalee Sand 31 – Malabar Fine Sand 32 – Myakka Fine Sand 34 – Myakka-St. Johns Complex 49 – Pomona Fine Sand 51 – Pomona-St. Johns Complex 59 – Scoggin Sand 60 – Smyrna Fine Sand



FLOOD ZONE MAP
SCALE: 1" = 1100'
THE PROPERTY LIES IN:
FLOOD ZONE AE & AE REGULATORY FLOODWAY PER FEMA MAPS 12127C0368H

REGULATORY FLOOD WAY

SHEET INDEX:

C1	COVER SHEET
C2	NOTES
C3	PARCEL 1 EXHIBIT
C4	PARCEL 2 EXHIBIT
C5-C6	PARCEL 3 EXHIBIT
C7-C10	EXISTING TOPOGRAPHY EXHIBITS
C11-C12	OPEN SPACE EXHIBITS
C13-C14	STORMWATER & FLOOD ZONE EXHIBITS

LEGAL DESCRIPTION:

SEE SHEET C2

NOTES:

1. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECCESITATE MODIFICATION OF THE CONCEPTUAL PLAN
2. THE IMPROVEMENTS DEPICTED IN THIS PLAN ARE PRESENTED FOR CONCEPTUAL PURPOSES EXCLUSIVELY. THE LOCATIONS AND DIMENSIONS OUTLINED HEREIN ARE SUBJECT TO MODIFICATION DURING THE SITE PLAN PERMITTING PROCESS. THIS ENCOMPASSES, BUT IS NOT CONFINED TO, ACCESS POINTS, OFFSITE IMPROVEMENTS, STORMWATER PONDS, COMMON OPEN SPACES, OPEN SPACES, MULTIFAMILY AREAS, ETC.
3. WETLAND LINES TO BE VERIFIED AT THE TIME OF PERMITTING

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
(LC 42)
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 6510)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
COVER SHEET
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO:	ZC 21210
DESIGNED BY:	KR
DRAFTED BY:	MM
CHECKED BY:	KR
DRAWING FILE:	01-02_21210 COV

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 14

G:\21210 CODACO PARCEL 18\CONCEPT PLAN\PUD\01-02_21210 COV.DWG - PRINTED: 1/4/2024 4:09 PM

HAMMOCK PRESERVE

CITY OF PORT ORANGE – VOLUSIA COUNTY, FL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) N 89 DEGREES 51 MINUTES 09 SECONDS W, A DISTANCE OF 434.79 FEET; 2) N 89°50'18" W, A DISTANCE OF 45.21 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S 00°10'25" W ALONG THE WEST LINE OF THE 80 FOOT BOUNDARY OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1479.57 FEET TO A POINT ON THE NORTH LINE OF TOWN PARK P.U.D. PHASE 1B AS RECORDED IN MAP BOOK 48, PAGES 14 THROUGH 17 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH LINE; 1) N 89°21'52" W, A DISTANCE OF 822.00 FEET; (2) N 44°35'36" W, A DISTANCE OF 663.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MADELINE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1152 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; 1) N 32°23'42" E, A DISTANCE OF 549.47 FEET; 2) THENCE NORTHEASTERLY, 1159.45 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'00" (CHORD BEARING N 61°16'42" E, 1110.96 FEET); 3) S 89°50'18" E, A DISTANCE OF 23.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 1,260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 32 DEGREES 26 MINUTES 10 SECONDS WEST, 683.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST, 700.00 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08 DEGREES 40 MINUTES 17 SECONDS; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, NORTH 50 DEGREES 28 MINUTES 29 SECONDS EAST, 308.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 1,937.10 FEET AND A CENTRAL ANGLE OF 39 DEGREES 43 MINUTES 41 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 1,343.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 50 SECONDS EAST, 2,138.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES SOUTH OF THE SOUTH LINE OF COLEMAN'S THIRTY ACRES, AS RECORDED IN MAP BOOK 40, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

TOGETHER WITH THAT PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES NORTH OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

1. CHRIS BERTON
   BONNIE BERTON
   455 SEA DUCK DR
   DAYTONA BEACH FL, 32119
2. MARYANN HANSEN
   451 SEA DUCK DR
   DAYTONA BEACH FL, 32119
3. JEFFREY FRIEDMAN
   SHELLY FRIEDMAN
   1591 TOWN PARK DR
   PORT ORANGE FL, 32119
4. PATRICIA WENSLEY
   RICHARD WENSLEY
   1593 TOWN PARK DR
   PORT ORNAGE FL, 32129
5. JACOB CLEMENS
   1595 TOWN PARK DR
   PORT ORANGE FL, 32129
6. SHELEAN BURLESON
   JAMIE BURLSON
   1597 TOWN PARK DR
   PORT ORANGE FL, 32129
7. ATAUR RAHMAN
   FERSKOWSI FARIDA
   1676 TOWN PARK DR
   PORT ORANGE FL, 32129
8. MARK PATERNITI
   4232 CHADSWORTH LN
   PORT ORANGE FL, 32129
9. IVAN TORRES JR
   DELIA TORRES
   4230 CHADSWORTH LN
   PORT ORANGE FL, 32129
10. JOHN CALDWELL
    4231 CHADSWORTH LN
    PORT ORANGE FL, 32129
11. ROBERT HANUSIEWICZ
    4233 CHADSWORTH LN
    PORT ORANGE FL, 32129
12. TODD STIFFLER
    TANYA STIFFLER
    1617 TOWN PARK DR
    PORT ORANGE FL, 32129
13. CHELSEA HECK
    1619 TOWN PARK DR
    PORT ORANGE FL, 32129
14. THOMAS WEISS
    MAXINE WEISS
    1621 TOWN PARK DR
    PORT ORANGE FL, 32129
15. KELLY MELLICHAMPE
    1623 TOWN PARK DR
    PORT ORANGE FL, 32129
16. PARCEL: 620104000950
    CONFIDENTIAL
    1625 TOWN PARK DR
    PORT ORANGE FL, 32129
17. DILLION DORSEY
    1627 TOWN PARK DR
    PORT ORANGE FL, 32129
18. KENNETH RUSSELL SR
    ELAINE RUSSELL
    1629 TOWN PARK DR
    PORT ORANGE FL, 32129
19. BERNARD WALDRON
    BERNARD WALDRON REVOC TRUST
    1633 TOWN PARK DR
    PORT ORANGE FL, 32129
20. DEANNA PECKHAM
    1635 TOWN PARK DR
    PORT ORANGE FL, 32129
21. JAMES MALLOCH
    ANNETTE MALLOCH
    2076 WOODLAND TRL
    PORT ORANGE FL, 32129
22. WENDY BANICH
    1639 TOWN PARK DR
    PORT ORANGE FL, 32129
23. MAUREEN BAILEY
    LAUREEN VARTANIAN
    1641 TOWN PARK DR
    PORT ORANGE, FL 32129
24. ELIZABETH HENNIGHAN
    1643 TOWN PARK DR
    PORT ORANGE FL, 32129
25. SEAN JONES
    TRACEY HAMMOND
    4226 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
26. HEIDI HATTON
    BRENDAN ROLAND
    4224 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
27. PHILLIP FOREMAN
    LISA FOREMAN
    4222 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
28. STEPHEN JACKSON
    JACKSON DEBORAH
    4220 BRISTLE CONE
    PORT ORANGE FL, 32129
29. DAVID GOLD
    4221 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
30. RICK HEINZ
    KELLY HEINZ
    4223 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
31. ERYL MOKRY
    3799 GROVE VIEW LN
    PORT ORANGE FL, 32119
32. JOSHUA KELLER
    3797 GROVE VIEW LN
    PORT ORANGE, FL 32129
33. JOSEPH ZAFFUTO
    ANNMARIE ZAFFUTO
    3795 GROVE VIEW LN
    PORT ORANGE FL, 32129
34. TIMOTHY SPRUCK
    VICKI SPRUCK
    3793 GROVE VIEW LN
    PORT ORANGE FL, 32129
35. DENNIS HOFFMAN
    LINDA HOFFMAN
    3791 GROVE VIEW LN
    PORT ORANGE FL, 32129
36. JOHN LADD
    3789 GROVE VIEW LANE
    PORT ORANGE FL, 32129
37. GREGORY BENTLEY
    3825 SCHOOLWAY AVE
    NEW SMYRNA BEACH FL, 32169
38. WILLIAM VASQUEZ
    SANDRA VASQUEZ
    3785 GROVE VIEW LN
    PORT ORANGE FL, 32129
39. SERGEI RYBALKO
    NATALIA KOVAL
    3783 GROVE VIEW LN
    PORT ORANGE FL, 32129
40. JUSTIN TRAMONT
    STACI TRAMONT
    3781 GROVE VIEW LN
    PORT ORANGE, FL 32129
41. JERRY COLEMAN
    3779 GROVE VIEW LN
    PORT ORANGE FL, 32129
42. JACKIE MADRON
    DEBORAH MADRON
    3777 GROVE VIEW LN
    PORT ORANGE FL, 32129
43. KEVIN ALLEN
    MARTHA ALLEN
    3775 GROVE VIEW LN
    PORT ORANGE FL, 32129
44. JOSEPH BAIAMONTE
    KAY BAIAMONTE
    3773 GROVE VIEW LANE
    PORT ORANGE FL, 32129
45. PHILLIP BONNELL
    LINDA BONNELL
    3771 GROVE VIEW LN
    PORT ORANGE FL, 32129
46. LORRI CAMPBELL
    3769 GROVE VIEW LN
    PORT ORANGE FL, 32129
47. JOHN MERCER
    LYNN MERCER
    3732 LONG GROVE LN
    PORT ORANGE FL, 32129
48. MARK CHEATHAM
    3734 LONG GROVE LN
    PORT ORANGE FL, 32129
49. NANCY HOLLAND
    BENJAMIN WAIT
    3799 FIANO DR
    PORT ORANGE, FL 32129
50. MARK AYRES
    3781 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
51. PATRICIA PEARSON
    3734 SUNRISE OAKS DR
    PORT ORANGE FL, 32129
52. CARMEN TULLIUS
    3785 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
53. JAMES MORGAN
    REBECCA MORGAN
    3787 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
54. JAMES POITER
    CONSTANCE POITER
    3801 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
55. DARRELL PAYMAR
    PATRICIA PAYMAR
    3803 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
56. NATHAN MULDER
    3805 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
57. MAE AUSTIN
    3807 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
58. LUIS GRACIA
    STEFANIE GRACIA
    3809 BIRCH MOUNTAIN RD
    PORT ORANGE, FL 32129
59. VINCENT CHIAMPOU
    KATHLEEN CHIAMPLOU
    3811 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
60. MILAN KHANNA
    139 CREEK FOREST LN
    ORMOND BEACH FL, 32129
61. STEWART GRIFFITH
    5783 STEWART AVE
    PORT ORANGE FL, 32127
62. JOSEPH SCHOMER
    LORI SCHOMER
    3817 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
63. HILTON CREEL
    SANEDA CREEL
    3819 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
64. MARTIN LOWMAN
    KRISTY JONES
    3821 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
65. ROBERT THOMPSON
    1433 NEW BOLTON DR
    PORT ORANGE FL, 32129
66. PATRICIA CORBETT
    408 YORKTOWNE DR
    DAYTONA BEACH FL, 32119
67. ROGER BYERS
    PO BOX 10983
    DAYTONA BEACH, FL 32120
68. COTT STEVENS
    MICHELLE STEVENS
    533 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
69. IRVING TAYLOR
    STACY TAYLOR
    1831 W CEDAR GROVE ST
    MERIDIAN ID, 83646
70. JOSEPH WOZNIAK
    JUNE WOZNIAK
    545 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
71. WALTER SCHIMMEL
    549 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
72. DANIEL TOSIELLO
    MARYANN TOSIELLO
    553 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
73. TELCYN SMITH
    EVANS SMITH
    557 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
74. CARIN CARDIN
    561 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
75. ADRIENNE POSNICK
    MACE POSNICK
    565 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
76. DEAN ADKINS
    569 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
77. MARK KARRAS
    ECHO KARRAS
    573 PELICAN BAY DR
    DAYTONA BEACH, FL 32119
78. MONIQUE ROGERS
    577 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
79. JEFFREY CIUPIK
    128 MALLARD LN
    DAYTONA BEACH FL, 32119
80. ELIZABETH THROPP
    605 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
81. HENRY ELSNER
    DONNA ELSNER
    609 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
82. FARHAD FARJAM
    613 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
83. FRANCIS FAMILY TRUST
    3152 S PENINSULA DR
    DAYTONA BEACH FL, 32118
84. JOHN KITTINGER IV
    CHELSEA KITTINGER
    621 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
85. ROLAND BOILEAU
    CAROL BOILEAU
    625 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
86. JASON SMALL
    NICOLE SMALL
    629 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
87. ROGER PERKINS
    SARA PERKINS
    108 CANVASBACK CIR
    SOUTH DAYTONA FL, 32119
88. MONIQUE ROGERS
    112 CANVASBACK CIR
    DAYTONA BEACH FL, 32119
89. ADAM PAYTON
    CHARLENE PAYTON
    105 GOSHAWK DR
    DAYTONA BEACH FL, 32119
90. PELICAN BAY GOLF CLUB LLC
    11507 N SHORE GOLF CLUB BLVD
    ORLANDO FL, 32832
91. PELICAN BAY SPORTS CLUB LLC
    303 BIRCHWOOD PARK DR
    JERICHO NY, 11753
92. PELICAN BAY HOMEOWNERS ASSOC
    OF DAYTONA BEACH INC
    101 SEA HAWK DR
    DAYTONA BEACH FL, 32119
93. FRANCIS FAMILY TRUST
    3152 S PENINSULA DR
    DAYTONA BEACH FL, 32118
94. RAINBOW DEVELOPMENT GROUP LLC
    1690 DUNLAWTON AVE STE 110
    PORT ORANGE FL, 32127
95. TOWN PARK HOMEOWNERS
    2180 STATE RD 434 STE 5000
    LONGWOOD FL, 32779
96. SUNSET COVE HOMEOWNERS
    ASSOC AT PORT ORANGE
    955 KELLER RD STE 1500
    ALTAMONTE SPRINGS FL, 32714
97. MANGROVE DEVELOPMENT CORP
    PO BOX 290367
    PORT ORANGE FL, 32129
98. PINE HAMMOCK FARMS LLC
    4269 S ATLANTIC AVE
    PORT ORANGE FL, 32127
99. YORKTOWNE ESTATES CONDO ASSOC
    152 RIDGEWOOD AVE
    HOLLY HILL FL, 32117

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

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PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
NOTES

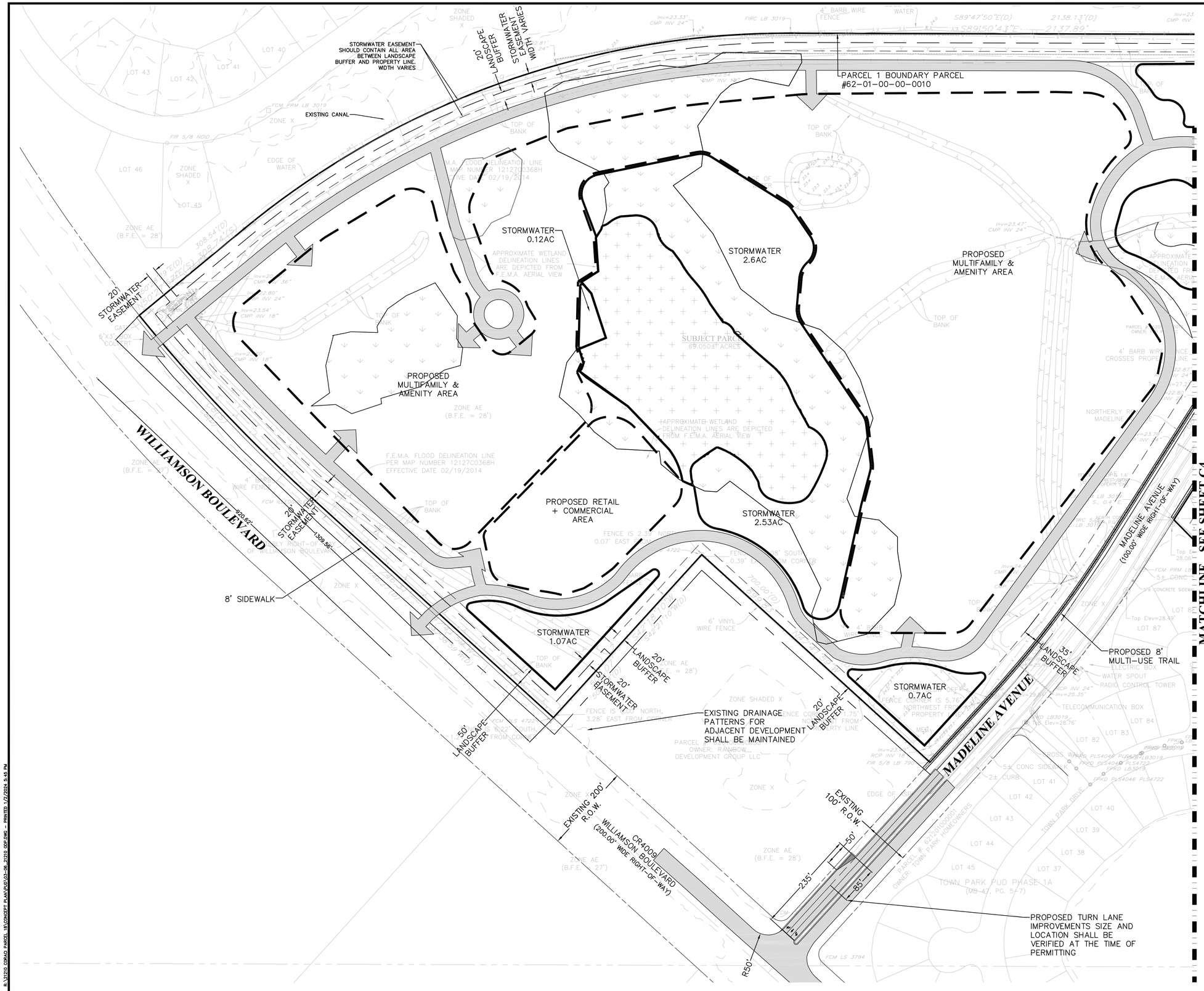
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 01-02_21210 COV

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C2 OF 14

B:\21210 CRAG PARCEL 1&V\CONCEPT PLAN\PVA\01-02_21210 COV.DWG – PRINTED: 1/7/2024, 5:14 PM



LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

NOTES:

1. FINAL LOCATION OF ON-SITE AND OFF-SITE IMPROVEMENTS SUBJECT TO CHANGE DURING SITE PLAN REVIEW.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 1 EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 03-06_21210 ODP
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C3 OF 14

R:\21210 COHEN PARCEL 1\EXHIBIT PLAN\03-06_21210 ODP.DWG - PRINTED: 1/2/2024, 5:45 PM

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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NO.	DATE	BY	SUBMITTALS/ REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 2 EXHIBIT

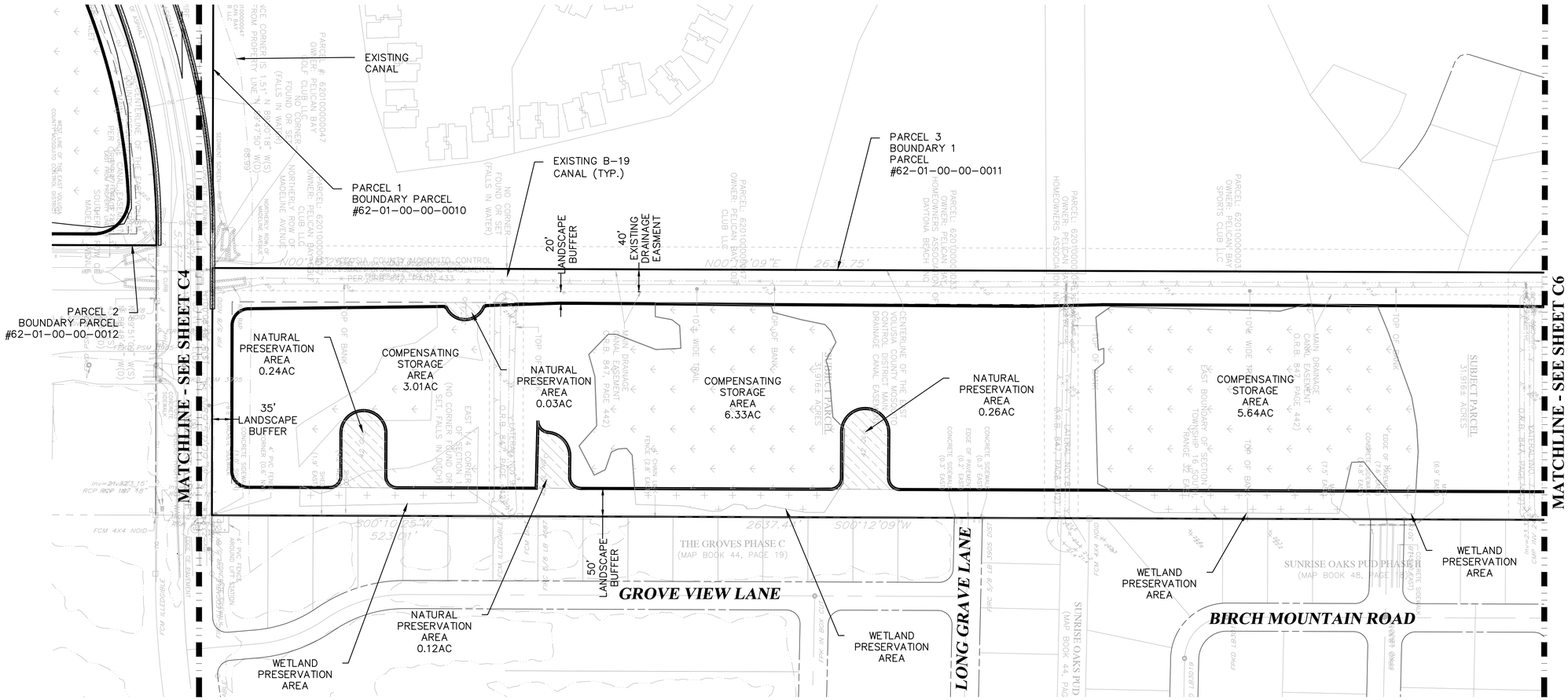
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO:	ZC 21210
DESIGNED BY:	KR
DRAFTED BY:	MM
CHECKED BY:	KR
DRAWING FILE:	03-06_21210 ODP
XREF'S:	21210 BAS.DWG
XREF'S:	21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C4 OF 14

R:\21210 CDR\ZC PARCEL 1&2\CONCEPT PLAN\DWGS\03-06_21210 ODP.DWG — PRINTED: 1/4/2024 5:45 PM



0 50 100 150 200

SCALE : 1" = 100'

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. 4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

LEGEND:

- LANDSCAPE BUFFER
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

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HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 3 EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

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XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C5 OF 14

R:\21210 CRAIG PARCEL 3\CONCEPT PLAN\V03-06_21210 ODP.DWG — PRINTED: 7/2/2024 5:14 PM

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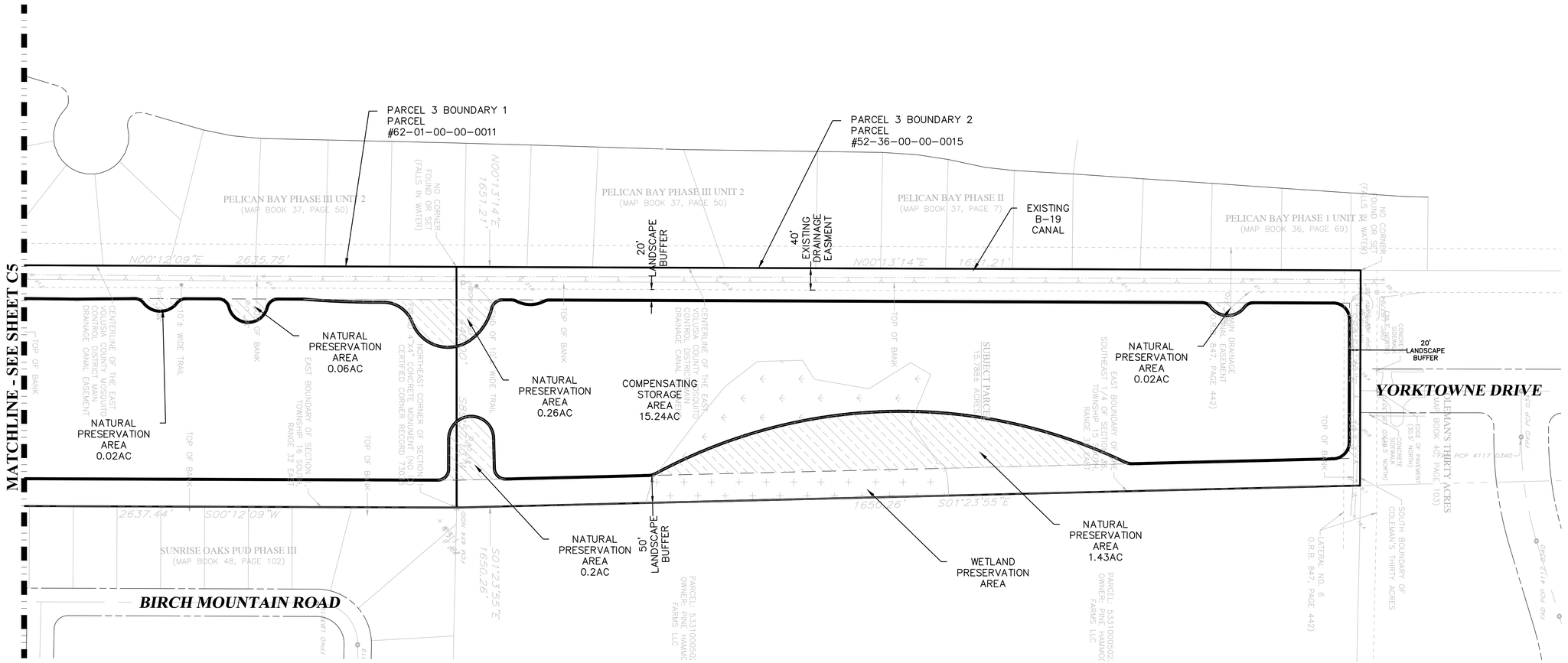
SCALE : 1" = 100'

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. 4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

LEGEND:

- LANDSCAPE BUFFER
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION



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HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 3 EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

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SHEET: C6 OF 14

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0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- ORB — Official Records Book
- SIP — Set 1/2" Iron Rod and Cap LB7768
- FIR — Found Iron Rod LB7768 (unless otherwise noted)
- FMGD — Found Mag Nail and Disk
- CCR — Certified Corner Record
- MES — Mitered End Section
- Sanitary Sewer Manhole
- Storm Drainage Manhole
- Bollard
- Sign
- OU — Overhead Utility Lines
- FEMA Flood Line
- Top of Bank Line
- Benchmark
- (S) — Survey Dimension
- (D) — Deed Dimension
- SIR — Set 1/2" Iron Rod LB7768
- FCM — Found Concrete Monument
- EHH — Electric Handhole
- W — Water Gate Valve
- Service Power Pole
- Guy Anchor
- M — Water Meter
- G — Buried Gas Warning Marker
- Water Gate Valve
- MB — Mail Box
- LS — License Surveyor
- LLC — Limited Liability Company
- LB — Licensed Business
- ROW — Right of Way
- ARV — Air Release Valve
- BFP — Water Backflow Preventer
- Fire Hydrant
- MW — Monitoring Well
- F.E.M.A. — Federal Emergency Management Agency
- RCP — Reinforced Concrete Pipe
- W — Water Service
- Underground Water Lines
- Chain Link Fence
- Barb Wire Fence

APROXIMATE EXISTING WETLAND

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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB #3161)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C7 OF 14

R:\21210 CORAL PARCEL 18\CONCEPT PLAN\DWG\07-10_21210 TOPO-FLOOD.DWG – PRINTED 1/7/2024 5:15 PM

PARCEL 1 BOUNDARY
PARCEL
#62-01-00-00-0010

MATCHLINE - SEE SHEET C9

PARCEL 2 BOUNDARY
PARCEL
#62-01-00-00-0012

MATCHLINE - SEE SHEET C7

0 50 100 150 200
SCALE : 1" = 100'

LEGEND:

- ORB ------- Official Records Book
- SIP ------- Set 1/2" Iron Rod and Cap LB7768
- FIR ------- Found Iron Rod LB7768 (unless otherwise noted)
- FMGD ------- Found Mag Nail and Disk
- CCR ------- Certified Corner Record
- MES ------- Mitered End Section
- (S) ------- Sanitary Sewer Manhole
- (D) ------- Storm Drainage Manhole
- Bollard
- Sign
- DU ------- Overhead Utility Lines
- FEMA Flood Line
- Top of Bank Line
- Benchmark
- (S) ------- Survey Dimension
- (D) ------- Deed Dimension
- SIR ------- Set 1/2" Iron Rod LB7768
- FCM ------- Found Concrete Monument
- EHH ------- Electric Handhole
- W ------- Water Gate Valve
- Service Power Pole
- Guy Anchor
- M ------- Water Meter
- G ------- Buried Gas Warning Marker
- Water Gate Valve
- MB ------- Mail Box
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- Underground Water Lines
- Chain Link Fence
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APROXIMATE EXISTING WETLAND

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PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C8 OF 14

R:\21210 CDAG\ PARCEL 1\DWG\PSP PLAN PUD\07-10-21210 TOPO-FLOOD.DWG -- PRINTED 1/2/2024 5:15 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- ORB — Official Records Book
- SIP — Set 1/2" Iron Rod and Cap LB7768
- FIR — Found Iron Rod LB7768 (unless otherwise noted)
- FMGD — Found Mag Nail and Disk
- CCR — Certified Corner Record
- MES — Mitered End Section
- Ⓢ — Sanitary Sewer Manhole
- Ⓓ — Storm Drainage Manhole
- Bollard
- Sign
- OU — Overhead Utility Lines
- FEMA Flood Line
- Top of Bank Line
- Benchmark
- (S) — Survey Dimension
- (D) — Deed Dimension
- SIR — Set 1/2" Iron Rod LB7768
- FCM — Found Concrete Monument
- EHH — Electric Handhole
- Water Gate Valve
- Service Power Pole
- Guy Anchor
- W — Water Meter
- G — Buried Gas Warning Marker
- Water Gate Valve
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HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN EXISTING TOPOGRAPHY

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C9 OF 14

G:\21210 CORADO PARCEL 18\CONCEPT PLAN\DEV\07-10_21210 TOPO-FLOOD.DWG – PRINTED 1/2/2024 5:15 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

ORB	Official Records Book
SIP	Set 1/2" Iron Rod and Cap LB7768
FIR	Found Iron Rod LB7768 (unless otherwise noted)
FMGD	Found Mag Nail and Disk
CCR	Certified Corner Record
MES	Mitered End Section
S	Sanitary Sewer Manhole
D	Storm Drainage Manhole
	Bollard
	Sign
OU	Overhead Utility Lines
	FEMA Flood Line
	Top of Bank Line
	Benchmark
(S)	Survey Dimension
(D)	Deed Dimension
SIR	Set 1/2" Iron Rod LB7768
FCM	Found Concrete Monument
EH	Electric Handhole
W	Water Gate Valve
	Service Power Pole
	Guy Anchor
M	Water Meter
G	Buried Gas Warning Marker
	Water Gate Valve
MB	Mail Box
LS	License Surveyor
LLC	Limited Liability Company
LB	Licensed Business
ROW	Right of Way
ARV	Air Release Valve
BFP	Water Backflow Preventer
	Fire Hydrant
MW	Monitoring Well
F.E.M.A.	Federal Emergency Management Agency
RCP	Reinforced Concrete Pipe
W	Water Service
W	Underground Water Lines
o o	Chain Link Fence
x x	Barb Wire Fence

APROXIMATE EXISTING WETLAND

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NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN EXISTING TOPOGRAPHY

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C10 OF 14

R:\21210 COAST PARCEL 1&3\CONCEPT PLAN\DWG\07-10_21210 TOPO-FLOOD.DWG — PRINTED: 1/2/2024, 5:15 PM

OPEN SPACE TABLE	PARCEL 1	PARCEL 2	PARCEL 3	TOTAL
TOTAL AREA (AC.)	69.05	32.43	47.69	149.17
COMMON OPEN SPACE (AC.)	21.06	9.02	0.35	30.43
COMMON OPEN SPACE (%)	30%	28%	1%	20%
OPEN SPACE (AC.)	35.08	30.05	47.69	112.82
OPEN SPACE (%)	51%	93%	100%	76%

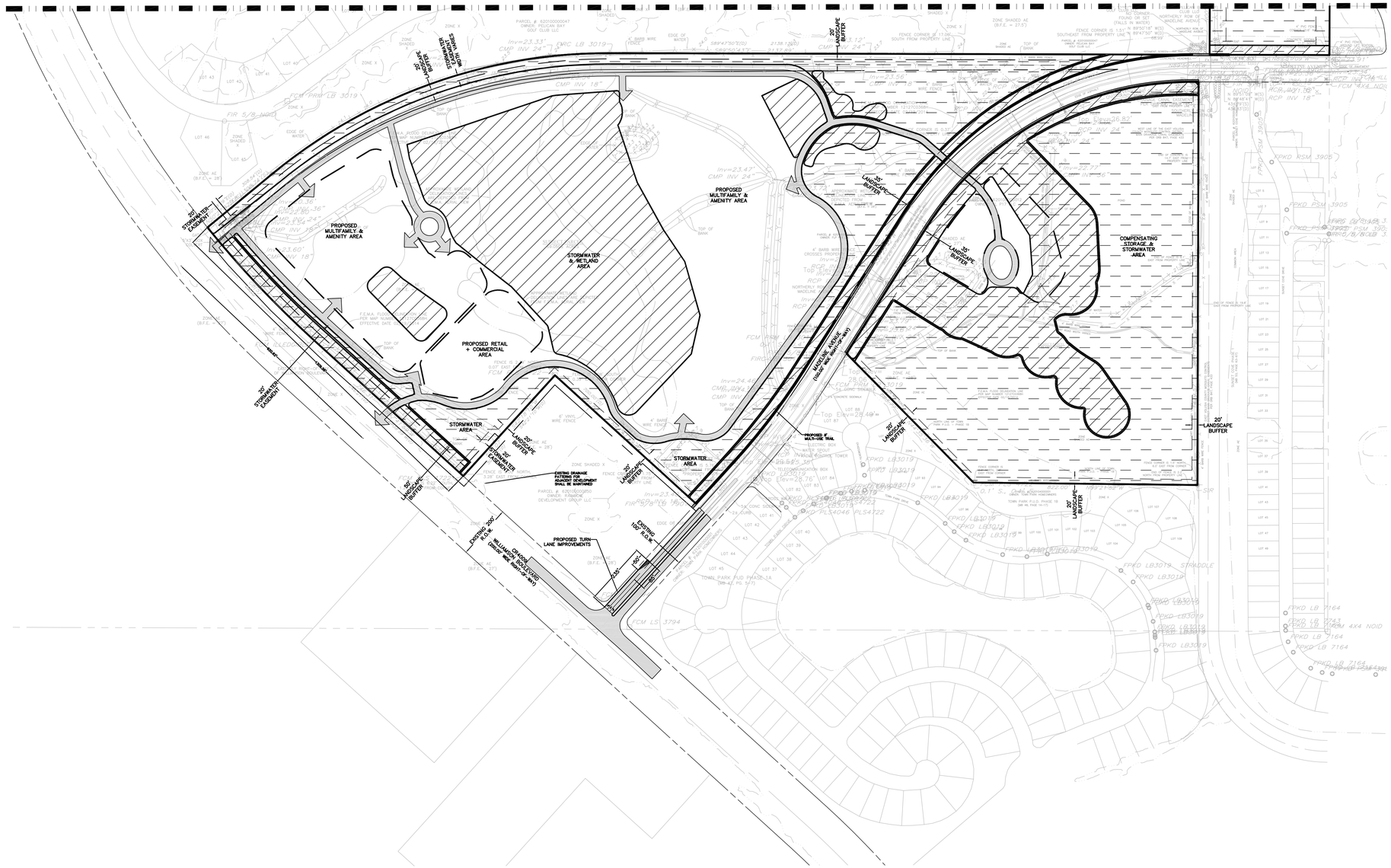
0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- LANDSCAPE BUFFER
- OPEN SPACE
- COMMON OPEN SPACE
- MULTIFAMILY/AMENITY AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS

MATCHLINE - SEE SHEET C15


20' STORMWATER EASEMENT
PROPOSED MULTIFAMILY & AMENITY AREA
STORMWATER & WETLAND AREA
PROPOSED RETAIL + COMMERCIAL AREA
STORMWATER AREA
20' LANDSCAPE BUFFER
30' STORMWATER EASEMENT
EXISTING DRAINAGE PATTERNS FOR ADJACENT DEVELOPMENT SHALL BE MAINTAINED
PROPOSED TURN LANE IMPROVEMENTS
EXISTING 200' R.O.W.
EXISTING 200' R.O.W.
CR 4009 WILLIAMSON BOULEVARD (MAJOR ARTERIAL - 4 LANE)
PROPOSED MULTIFAMILY & AMENITY AREA
35' LANDSCAPE BUFFER
COMPENSATING STORAGE & STORMWATER AREA
MARJORIE ARCHIE (MAJOR ARTERIAL - 4 LANE)
PROPOSED 8' MULTI-USE TRAIL
20' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER

MATCHLINE - SEE SHEET C14

MATCHLINE - SEE BELOW

MATCHLINE - SEE ABOVE

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

LANDSCAPE BUFFER

OPEN SPACE

OPEN SPACE TABLE	PARCEL 1	PARCEL 2	PARCEL 3	TOTAL
TOTAL AREA (AC.)	69.05	32.43	47.69	149.17
COMMON OPEN SPACE (AC.)	21.06	9.02	0.35	30.43
COMMON OPEN SPACE (%)	30%	28%	1%	20%
OPEN SPACE (AC.)	35.08	30.05	47.69	112.82
OPEN SPACE (%)	51%	93%	100%	76%

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HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
OPEN SPACE EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

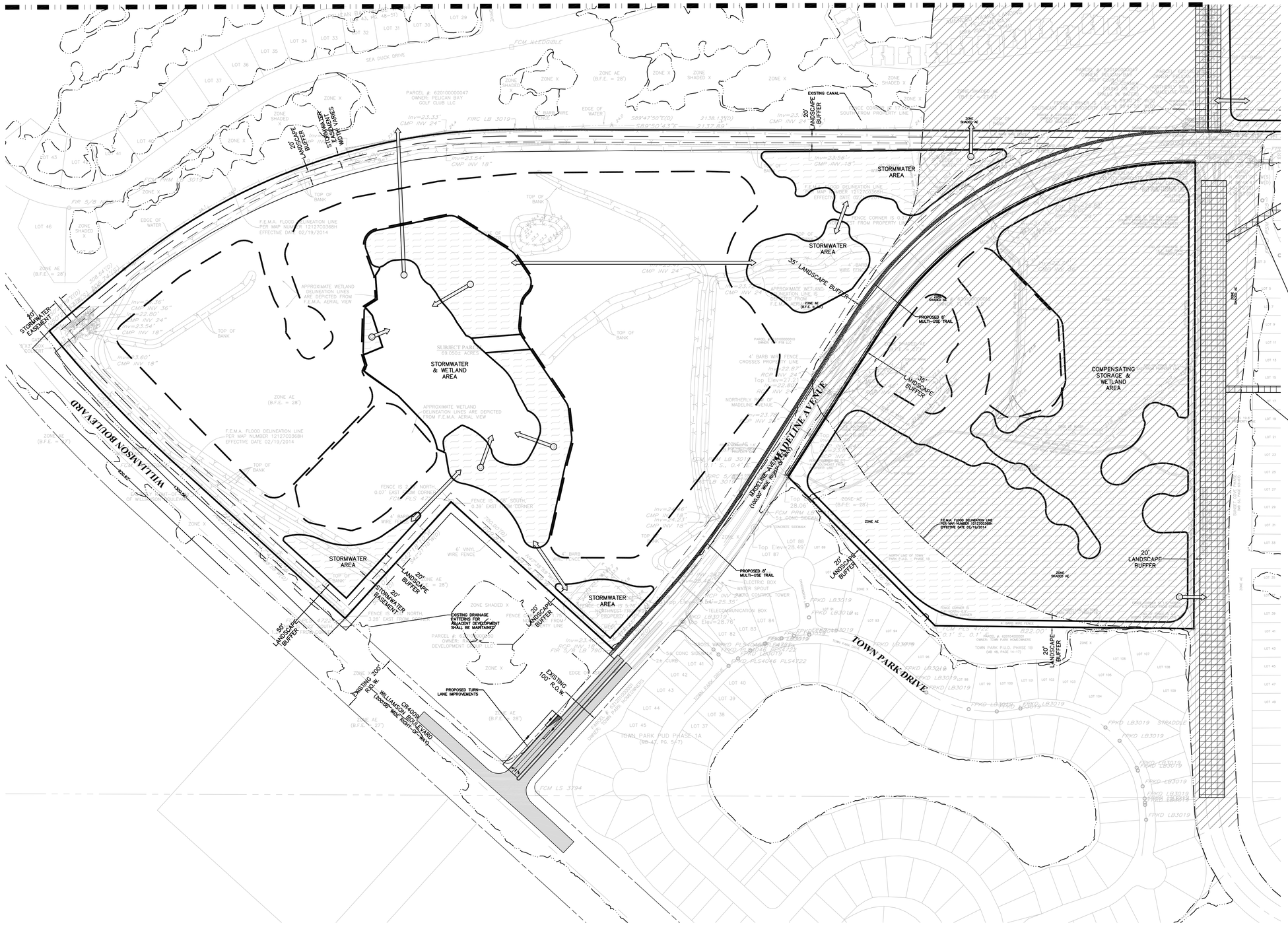
DRAWING FILE: 16-19_21210 OPEN SPACE
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C12 OF 14

R:\21210 CRAIG PARCEL 19\CONCEPT PLAN\VA\21210 - 16-21210 OPEN SPACE.DWG -- PRINTED: 1/7/2024, 3:15 PM

MATCHLINE - SEE SHEET ###



0 75 150 225 300

SCALE : 1" = 150'

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- B-19 CANAL
- HYDRAULIC CONNECTIONS TO B-19 CANAL
- FEMA REGULATORY FLOODWAY AREAS IN ZONE AE
- PROPERTY LINE
- POND INTERCONNECTIONS
- CONTROLLED DISCHARGE LOCATIONS (AFTER TREATMENT)

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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(LC 42)
(EB 6510)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
STORMWATER & FLOOD ZONE EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

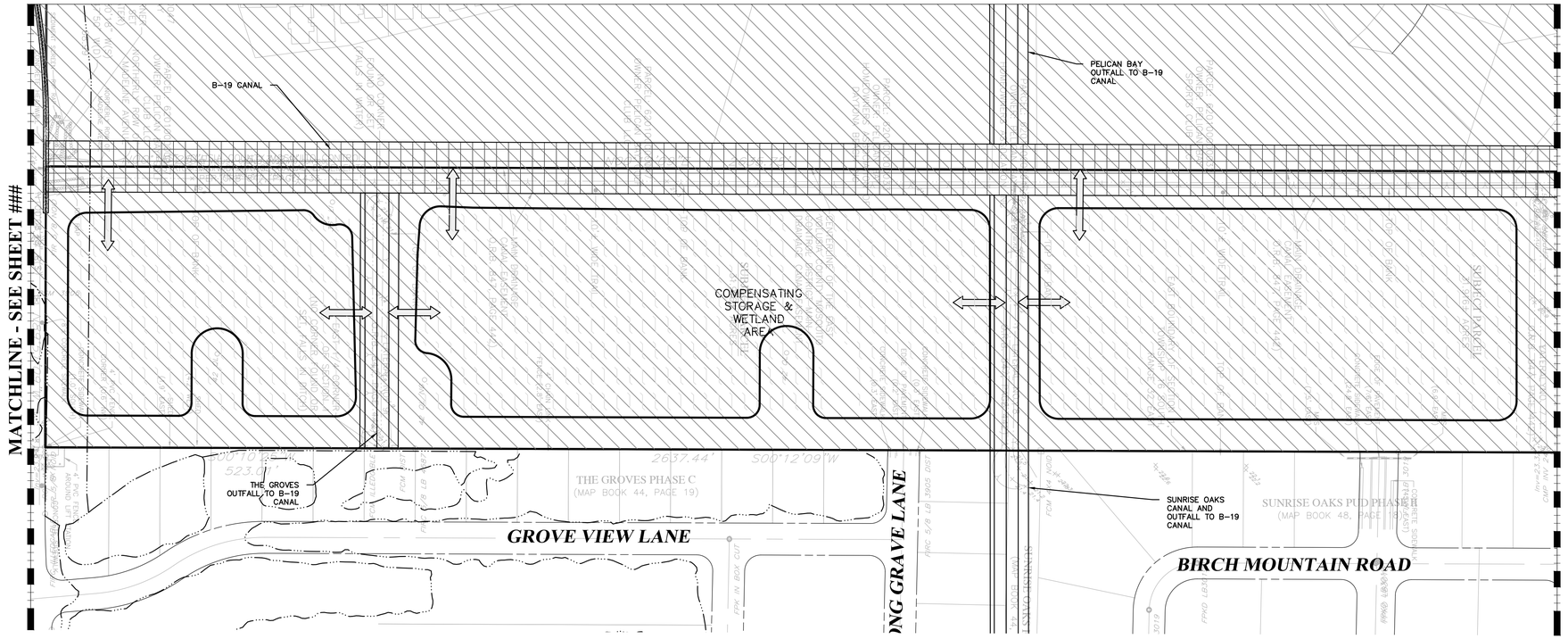
CHECKED BY: KR

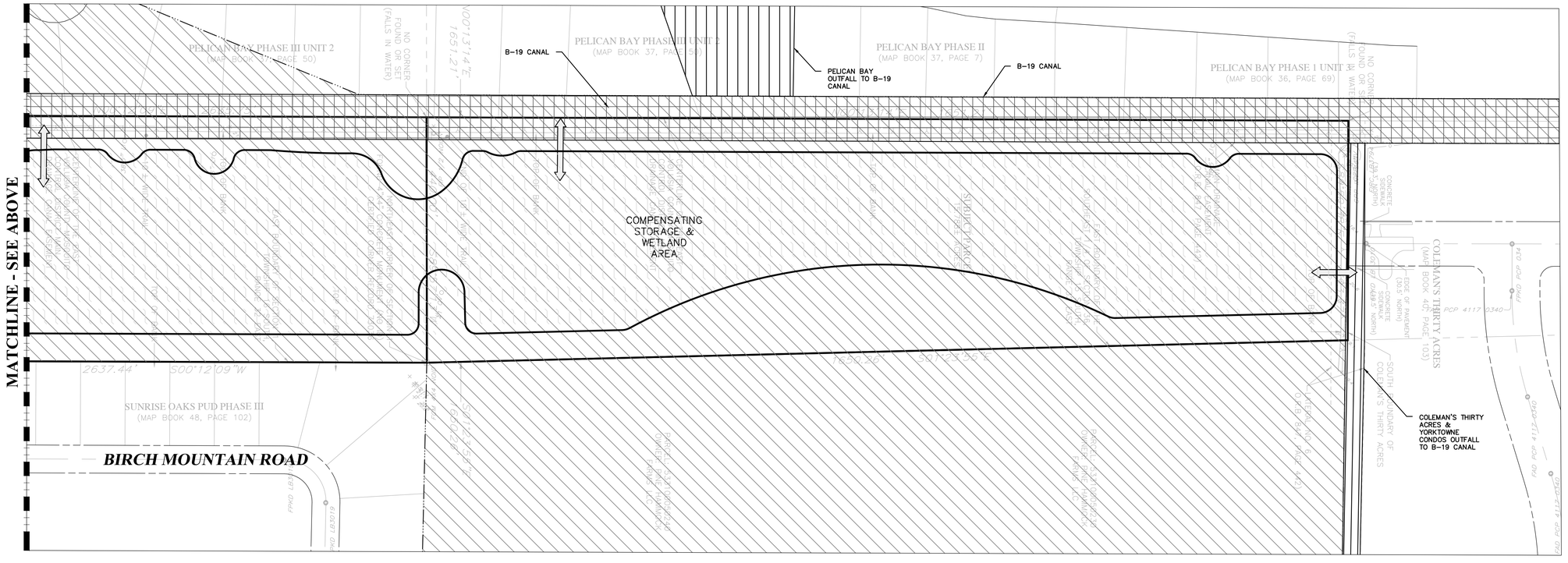
DRAWING FILE: 12-15_21210 DRAINAGE
XREF'S: 21210 BAS.DWG
XREF'S: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C13 OF 14

R:\21210 CRAIG PARCEL 1\A\CONCEPT PLAN\VSV\12-15_21210 DRAINAGE.DWG -- PRINTED: 1/2/2024 8:45 PM





0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- B-19 CANAL
- HYDRAULIC CONNECTIONS TO B-19 CANAL
- FEMA REGULATORY FLOODWAY AREAS IN ZONE AE
- PROPERTY LINE
- POND INTERCONNECTIONS
- CONTROLLED DISCHARGE LOCATIONS (AFTER TREATMENT)

NOTES:

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3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. 4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
STORMWATER & FLOOD ZONE EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 12-15_21210 DRAINAGE
XREF'S: 21210 BAS.DWG
XREF'S: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C14 OF 14

G:\21210 CRAIG PARCEL 1\SVC\CONCEPT PLAN\VC\21210-21210 DRAINAGE.DWG -- PRINTED 1/2/2024, 5:16 PM

Exhibit C
Representative Imagery

MODERN COASTAL

Elements

- Light and breezy style has become synonymous with an architectural vernacular of simplistic elegance.
- Details geared towards creating a haven from the hectic pace of day-to-day life.
- Mostly open floor plan, maximum natural light, some large windows. Coastal spaces feel current.

Soothing Color Palette

- Soothing color palette-base of neutrals, muted tones, pastel hues; coastal color accent connotations, i.e., aquamarine, coral.

Plenty of Textures

- Visual weight crucial. Visually sense a tactile experience which is integral to feeling of physical experiences of being outside.
- Layering of textures, i.e., visually obvious finishes, plenty of soft elements.
- Feel of comfort, welcoming, laid back, elegant simplicity.

















Neighborhood Commercial Inspiration and Conceptual Images





HAMMOCK PRESERVE PLANNED UNIT DEVELOPMENT PUD
MASTER DEVELOPMENT AGREEMENT

This Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement ("MDA") is entered into by and between the City of Port Orange, a Florida municipal corporation (the "City"), and FL P17, LLC, a Florida limited liability company, FL P18, LLC, a Florida limited liability company, and FL P43, LLC, a Florida limited liability company (the "Owner"), including its successors and assigns, (collectively the "Parties"), hereby covenant and agree, and bind their successor and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "**HAMMOCK PRESERVE**", involves approximately +/- 149.2 acres of land which is legally described on Exhibit A attached hereto, and shall henceforth be referred to as the "Property". The Property is under ownership of the Owners, signatories to this Agreement. This Agreement between the City and the Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Hammock Preserve PUD provides for multifamily residential development and neighborhood commercial uses that protect the moderate-density and transitional character of the Madeline Avenue area while creating a node of activity within the Williamson Boulevard intersection. The Property will be developed with up to 873 residential units and 40,000 square feet of limited neighborhood commercial uses, as defined herein, with buffers that ensure the project is compatible with the surrounding, existing neighborhoods.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Hammock Preserve PUD, comprised of the MDA and the Conceptual Development Plan ("CDP"),

attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of roads, lots, amenities, and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to owners within the PUD. Collectively, this MDA and the CDP for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the CDP, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. If the Plan fails to address a particular subject or requirement, the applicable City ordinances, as defined by the City of Port Orange Land Development Code ("LDC") shall control. The parties acknowledge that compliance with the City's LDC may necessitate modification to the CDP. In the event modification to comply with the LDC is required, and the modifications to the CDP are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require the City Administrative Official's written approval and shall require execution of an amendment to memorialize said modification. If the Owner is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owner may appeal the decision pursuant to the LDC.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for residential and neighborhood commercial purposes and developed as a community with common open space and other buffers as specified herein. The Property shall be developed for a maximum of 873 residential units, along with 40,000 sq. ft. of nonresidential uses allocated throughout the Property as further detailed herein. When considered in light of other

housing and community choices in the vicinity, the Hammock Preserve PUD will provide for a transitional residential development that creates a multifamily project that may include a variety of product types (traditional multifamily, townhome, and/or carriage house style units may be included) adjacent to the surrounding land use pattern.

The PUD will have an overall density of 873 residential units and a maximum nonresidential square footage of 40,000 sq. ft. which is consistent with the density and intensity requirements of the Future Land Use designations for the Property. The PUD shall be limited to 10,000 sq. ft. of nonresidential development located south of Madeline Avenue. This design also provides for a compatible transition between the varying densities and use types of the surrounding properties.

In order to assure that the Property is developed in substantial compliance with the Plan, a Unity of Title Agreement is necessary to establish the parcels that make up the residential areas subject to this PUD as a unified parcel whereby the use and development of which will be limited to the uses as set forth herein, including the transfer of residential density from Parcel 2 and Parcel 3 to Parcel 1. Developer hereby covenants that the residential portions of the Property, as identified by those parcels located within the Suburban Residential and Urban Medium Density Residential Future Land Use classifications, shall be held and conveyed as a single integrated parcel of land.

1. Permitted residential development:
    a. Parcel 1, as illustrated on CDP: 873 residential units
    b. Parcel 2, as illustrated on CDP: N/A
    c. Parcel 3, as illustrated on CDP: N/A
2. Permitted nonresidential development:
    a. Parcel 1, as illustrated on CDP: 40,000 sq. ft. – provided, however, that in the event commercial development is established on Parcel 2, as detailed herein, the allowable square footage on Parcel 1 shall be reduced by the amount of such

development.

b. Parcel 2, as illustrated on CDP: 10,000 sq. ft. – provided, however, that if Parcel 1 is developed for greater than 30,000 sq. ft., the allowable square footage of commercial development within Parcel 2 shall be reduced by an equivalent amount to the square footage over 30,000 sq. ft. placed within Parcel 1.

c. Parcel 3, as illustrated on CDP: N/A

Permitted neighborhood commercial uses shall be those uses listed herein:

Parcel 1:
Laundry and dry cleaning retail stores.
Child care centers
Community gardens
Adult/vocational education.
Banks.
Business services.
Clubs, lodges, and fraternal organizations.
Financial services.
Furniture and appliance stores and repair shops.
Health/exercise clubs.
Medical offices/clinics.
Offices.
Office supplies.
Personal services.
Restaurants (without drive through)
Retail home building materials.
Retail nurseries and garden supplies.
Retail sales and services.
Veterinary clinics.
Brewery
Craft food and beverage producer
Microbrewery
Theaters
Game/recreation facilities

Parcel 2:
Laundry and dry cleaning retail stores.
Child care centers
Community gardens
Adult/vocational education.
Banks.
Business services.
Financial services.
Health/exercise clubs.

Medical offices/clinics.
Offices.
Office supplies.
Personal services.
Restaurants (without drive through)
Retail sales and services.
Veterinary clinics.
Brewery
Craft food and beverage producer
Microbrewery

B. **Dimensional Requirements**

Lot dimensions and configurations within the Property are generally depicted on the CDP. The lot sizes and configurations shall comply with the minimum dimensional requirements described below. The lot dimensions and areas shown on Exhibit "B" may be adjusted during the final subdivision process.

1. Overall PUD Development Requirements

   a. Maximum Impervious Surface/Building Coverage: 40%

   b. Minimum Open Space: 60% (20% of which shall be common open space)

2. Multifamily Development Requirements

   a. Setbacks

      i. Williamson Boulevard: 50'

      ii. Madeline Avenue: 35'

      iii. Rear: 25'

      iv. Side: External to PUD: 25'
      Internal to PUD: 5'

   b. Maximum Building Height: 45' within 100' of PUD Boundary, all others 65'(measured from the grade to the mid-point of the trusses)

   c. Minimum Open Space: 30%

d. Maximum Impervious Surface/Building Coverage: 70%

e. Minimum Living Area: 750 square feet

f. Minimum lot area: 20,000 square feet

g. Minimum lot width: 100 feet

3. Nonresidential Development Requirements

a. Setbacks

i. Williamson Boulevard: 50'

ii. Madeline Avenue: 35'

iii. Rear: 25'

iv. Side: External to PUD: 25'
Internal to PUD: 5'

b. Maximum Building Height: Parcel 2: 25'
Parcel 1: 45'

c. Minimum Open Space: 30%

d. Maximum Impervious Area/Building Coverage: 70%

e. Minimum lot area: 20,000 square feet

f. Minimum lot width: 100'

C. **Open Space**

60% of the overall Hammock Preserve PUD shall be open space, of which 20% shall be common open space.

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall comply with Chapter 14 of the LDC requirements and be consistent with a Modern Coastal Florida Architectural style that focuses on functionality, sustainability, and outdoor living through the use of clean lines, neutral colors, and open plans that include a living connection to nature. Representative imagery presenting the

general theme of the proposed development is included herein as Exhibit C, although different elevations for the proposed development may be approved so long as the architectural theme set forth herein is met.

6. PHASING

The development of the Hammock Preserve PUD may occur in a single or multiple phases. Each proposed phase shall include the construction of all subdivision and infrastructure improvements necessary for said phase to stand alone, including any necessary transportation improvements to support that phase. Project amenities, such as park areas and on-street parking spaces within private streets, shall be constructed prior to issuance of a certificate of occupancy for the first structure in the phase in which they are located. Any proposed phasing must meet the minimum requirements of the City LDC.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

The Owner will extend water and sewer lines to serve the Property and the development authorized herein, as necessary, and the water and sewer lines shall be private utilities. If the City desires to extend the water and sewer lines prior to the Owner's need for installation of the Owner's lines, the Owner shall grant the necessary utility easement to the City and the City shall install and pay for such lines. All lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD.

Irrigation to be provided by the lowest quality water source, including reclaimed water, surface/storm water, or an irrigation well if available. If a lower quality water source is not available or not deemed feasible pursuant to St. Johns River Water Management District Rule or applicable state law, then potable water may be considered for irrigation. Potable water and sanitary sewer will be supplied to the Property by City of Port Orange. The Owner shall be responsible for any utility infrastructure upgrades needed for the development, including the

relocation of any existing utilities. Improvements will be constructed in accordance with City of Port Orange Utility Construction Standards.

Runoff from higher adjacent lands, if any, shall be considered as part of site plan and subdivision review, and provisions for conveyance of said runoff shall be included in the drainage plan. The stormwater report shall include the depressional storage volume when modeling the pre-existing conditions for the 25 year/24 hour and 100 year/24-hour frequency storms. The minimum floor finished elevation shall be one foot above the Base Flood Elevation project wide. The Owner shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

The proposed development will require the Owner's development of hydrologically connected compensatory storage facilities, as generally depicted on the CDP. Review of impacts to areas within the floodplain or floodway will require detailed analysis in the form of a Flood Impact Analysis, which shall be reviewed and approved by the City and any other agency as required by law, prior to development within the Property. Floodplain compensatory storage volume for development on the adjacent property located at 4015 S Williamson Blvd. is existing at the time of approval of this Agreement. The Property shall ensure that the connection to the floodplain is maintained through the Property and the existing compensatory storage volume is not isolated from the floodplain as a result of development of this Property, or an equivalent volume of compensatory storage shall be provided within the Property.

8. ACCESS, PARKING, SIDEWALKS, AND ROADWAY CAPACITY

A. **ACCESS**. The exact location of all driveways and/or roadways and reserved street names, as applicable, will be provided and depicted when the Property is subject to the subdivision or site plan review process. Access will be provided in accordance with the LDC, and internal roadways and drive aisles shall be private.

B. **PARKING**. Parking shall be provided consistent with the LDC.

C. **SIDEWALKS**. Sidewalks shall be constructed as required by the LDC and as depicted on the CDP. Along the north side of Madeline Avenue, within the right-of-way, an 8-foot-wide sidewalk is required for the two parcels on the north side of Madeline Avenue. Along the south side of Madeline Avenue, within the right-of-way, a 5-foot-wide sidewalk is required for the parcel on the south side of Madeline Avenue. Along the east side of Williamson Blvd., within the right-of-way, an 8-foot-widesidewalk is required for the parcel on the east side of Williamson Blvd.

D. **ROADWAY CAPACITY**. Development of the Property will result in the creation of traffic generation that will need to be analyzed in accordance with Section 9, Concurrency, below. The Owner has completed an initial review of transportation facilities in the vicinity of the site and has determined that additional review is necessary to determine if the improvements listed herein will be required in line with site development. The Owner shall perform a Traffic Impact Analysis (TIA) that analyzes and determines the necessity and feasibility of each of the improvements listed below at the time of site development.

I. Analysis and potential improvement of the southbound right at McGinnis Avenue and Williamson Boulevard;

II. Analysis of signal timing and coordination of the traffic signals at Williamson Boulevard and McGinnis Avenue and Williamson Boulevard. and Town West Boulevard;

III. Installation of second left turn lane on Southbound Williamson Boulevard onto Eastbound Madeline Avenue;

IV. Analysis and installation of safety and capacity intersection improvements at Madeline Avenue and Clyde Morris Boulevard, as warranted; and

V. Analysis and potential improvement to the southbound right turn lane located at Williamson Boulevard and Town West Boulevard.

VI. Additional improvements may be required following review of the Traffic Impact Analysis for the Property during site plan review.

9. CONCURRENCY.

The development of the Property shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by Owner for which impact fee credits can be awarded.

10. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Owner shall form and incorporate a non-profit property owners association (the "POA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to stormwater drainage systems within the Property, the vehicle staging and mail kiosk areas, and the entrance features and landscape buffers on the Property.

The general scope and format of the POA documents, and the covenants and restrictions, will be similar in concept to the documents of similar associations in Port Orange. The covenants and restrictions governing the Property and association responsibility shall be executed and recorded in the Public Records of Volusia County, Florida. The POA will have a board of directors to legislate and govern the rules and orders of the HOA. The POA board will have the means and authorization to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each member requiring the maintenance and service of their own individual building site. The POA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The POA covenants and restrictions shall include provisions limiting on-street parking within the development to those parking areas identified during site plan or subdivision review of the proposed private roadways, and shall include provisions requiring the ongoing maintenance and repair of any sidewalks and roadways not dedicated to the City. The POA may charge and collect

dues to maintain operate and service all common facilities on the Property. The POA will have authority to place a lien against individual building sites to collect unpaid POA dues. The owner of each lot within the Property will automatically become a member of the POA by virtue of purchasing a building subject to the rules, covenants, and restrictions of the POA. The POA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the storm water drainage facility, the City shall have the right to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair, and replacement as the City may deem necessary. If requested by the City and as otherwise needed for plat improvements, the Owner will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Owner may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer with a width of fifty (50) feet along the Property boundary adjacent to Williamson Boulevard and along the eastern boundary of Parcel 3, thirty-five (35) feet along Madeline Avenue, and twenty (20) feet along all other perimeters. The planting standard along Madeline Avenue shall be comprised of six (6) shade trees, seven (7) understory trees, and fifty-five (55) shrubs per 100

linear feet. All buffers will remain as existing conditions or at time of each lot build out shall be required to install minimum landscape requirements for the Port Orange LDC.

12. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Owner will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of the City's LDC. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

13. EXPIRATION

Development of the Hammock Preserve PUD shall commence within five (5) years from the effective date of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Owner and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This Agreement shall become effective and run with the land upon recording by the City of Port Orange at the Owner's expense in the public records of Volusia County, Florida.

15. AMENDMENTS AND VARIANCES

A. Amendments. Amendments to this Agreement and CDP shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange LDC.

B. Administrative Variances. Pursuant to the LDC, as applicable, the City may grant an administrative variance for this PUD from the requirements of the LDC, as applicable, when deemed appropriate by the administrative official. Application for administrative

variances from the requirements of this PUD shall be made on the appropriate forms provided by the City for that purpose and shall be accompanied by the appropriate review fee. Furthermore, an administrative variance is not applicable to deviations from the LDC as established herein.

16. COMFORMANCE WITH THE LAWS

The Owner agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the CDP for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owner's successors in title will be bound by the Owner's commitments made in the Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

18. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the Parties with respect to any subject comprehended by this Agreement is hereby voided

and superseded by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this ____day of _____, 20____.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

_____
Name:_____

By: _____
Donald O. Burnette, Mayor

_____
Name:_____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this __ day of _____, 2024, by Donald O. Burnette as Mayor, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

Attest: _____
Robin L. Fenwick, MMC, City Clerk

_____
Name: _____

_____
Name:_____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this __day of _____, 2024, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

Signed, sealed and delivered in the presence of:

FL P18, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P18, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

FL P17, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P17, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

FL P43, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P43, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit A
Legal Description

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) N 89 DEGREES 51 MINUTES 09 SECONDS W, A DISTANCE OF 434.79 FEET; 2) N 89°50'18" W, A DISTANCE OF 45.21 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S 00°10'25" W ALONG THE WEST LINE OF THE 80 FOOT BOUNDARY OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1479.57 FEET TO A POINT ON THE NORTH LINE OF TOWN PARK P.U.D. PHASE 1B AS RECORDED IN MAP BOOK 48, PAGES 14 THROUGH 17 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH LINE; 1) N 89°21'52" W, A DISTANCE OF 822.00 FEET; (2) N 44°35'36" W, A DISTANCE OF 663.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MADELINE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1152 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; 1) N 32°23'42" E, A DISTANCE OF 549.47 FEET; 2) THENCE NORTHEASTERLY, 1159.45 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'00" (CHORD BEARING N 61°16'42" E, 1110.96 FEET); 3) S 89°50'18" E, A DISTANCE OF 23.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 1,260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 32 DEGREES 26 MINUTES 10 SECONDS WEST, 683.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST

HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST, 700.00 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08 DEGREES 40 MINUTES 17 SECONDS; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, NORTH 50 DEGREES 28 MINUTES 29 SECONDS EAST, 308.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 1,937.10 FEET AND A CENTRAL ANGLE OF 39 DEGREES 43 MINUTES 41 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 1,343.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 50 SECONDS EAST, 2,138.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES SOUTH OF THE SOUTH LINE OF COLEMAN'S THIRTY ACRES, AS RECORDED IN MAP BOOK 40, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

TOGETHER WITH THAT PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES NORTH OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

Exhibit B
Conceptual Development Plan

HAMMOCK PRESERVE

CITY OF PORT ORANGE - VOLUSIA COUNTY, FL

CONCEPTUAL DEVELOPMENT PLAN

OWNER:
FLP 17LLC., FLP 18LLC., FLP 43LLC.
259 BILL FRANCE BLVD.
DAYTONA BEACH, FL 32114
PHONE NUMBER: (386) 295-9676
FAX NUMBER
CONTACT PERSON: MATTHEW CACOLO
e-mail: mcacolo@veecorpm.com

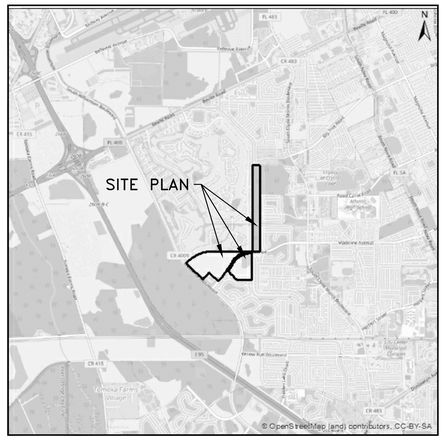
CIVIL ENGINEER:
ZEV COHEN & ASSOC.
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRIS ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
GEOPOINT SURVEYING, INC
213 HOBBS STREET
TAMPA, FL 33619
PHONE NUMBER: (813) 248-8888
FAX NUMBER: (813) 248-2266
CONTACT PERSON: DAVID A. WILLIAMS, P.S.M., R.P.L.S.
e-mail: davidw@geopointsurvey.com

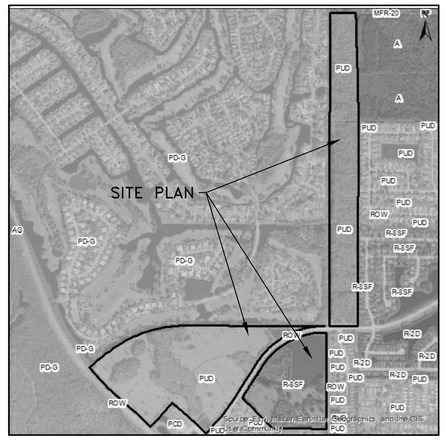
LANDSCAPE ARCHITECT:
DANIEL ROGERS LANDSCAPE ARCHITECTURE
1775 MOHAWK TRAIL
MAITLAND, FL 32751
PHONE NUMBER: (407) 353-0112
FAX NUMBER: (386) 677-2505
CONTACT PERSON: DANIEL ROGERS, RLA
e-mail: daniel@rogers-la.com

SITE INFORMATION:

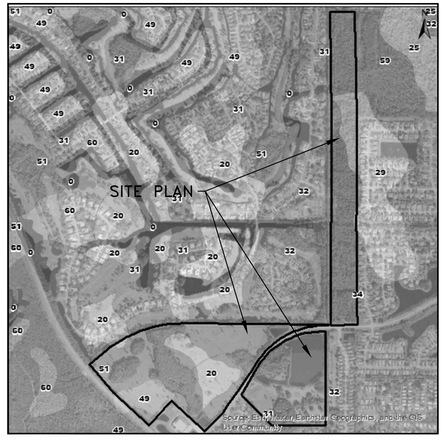
SITE ADDRESS:	MADELINE AVE, PORT ORANGE, FL 32129
TAX PARCEL I.D. #:	62-01-00-00-0010, 62-01-00-00-0011, 62-01-00-00-0012, 52-36-00-00-0015
PROJECT AREA:	149.2 AC
PARCEL 1 ACREAGE:	69.1 AC
PARCEL 2 ACREAGE:	32.4 AC
PARCEL 3 ACREAGE:	47.7 AC
EXISTING ZONING:	PUD, R-8SF
PROPOSED ZONING:	PUD
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	MULTI-USE
EXISTING FUTURE LAND USE:	SUBURBAN RESIDENTIAL, URBAN MEDIUM DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE:	SUBURBAN RESIDENTIAL, URBAN MEDIUM DENSITY RESIDENTIAL, COMMERCIAL
TOTAL MAXIMUM DENSITY	873 RESIDENTIAL UNITS
TOTAL MAXIMUM COMMERCIAL SQ. FT.:	40,000 SQ. FT.
MULTIFAMILY DEVELOPMENT REQUIREMENTS	
SETBACKS:	
WILLIAMSON BLVD:	50 FT
MADELINE AVENUE:	35 FT
REAR:	25 FT
SIDE EXTERNAL TO PUD:	25 FT
SIDE INTERNAL TO PUD:	5 FT
MAXIMUM BUILDING HEIGHT:	45' WITHIN 100' OF PUD BOUNDARY, ALL OTHERS 65 FT (MEASURED FROM THE GRADE TO THE MID-POINT OF THE TRUSSES)
MINIMUM OPEN SPACE:	30%
MAXIMUM IMPERVIOUS AREA:	70%
MINIMUM LIVING AREA:	750 SQFT
MINIMUM LOT SIZE:	20,000 SQFT
MINIMUM LOT WIDTH:	100 FT.
NONRESIDENTIAL DEVELOPMENT REQUIREMENTS	
SETBACKS:	
WILLIAMSON BLVD:	50 FT
MADELINE AVE:	35 FT
REAR:	25 FT
SIDE:	EXTERNAL TO PD: 25 FT INTERNAL TO PD: 5 FT
MINIMUM LOT SIZE:	20,000 SQFT
MINIMUM LOT WIDTH:	100 FT.
MAXIMUM BUILDING HEIGHT PARCEL 1:	45'
MAXIMUM BUILDING HEIGHT PARCEL 2:	25'
MINIMUM OPEN SPACE:	30%
MAXIMUM IMPERVIOUS SURFACE/BUILDING COVERAGE:	70%
OVERALL PUD DEVELOPMENT REQUIREMENTS	
MAXIMUM IMPERVIOUS SURFACE/BUILDING COVERAGE:	40%
OPEN SPACE:	60%
REQUIRED TREE PROTECTION AREA	15%
UTILITIES:	PROVIDED BY CITY OF PORT ORANGE
DRAINAGE AREAS	
PARCEL 1	10.99 AC
PARCEL 2	20.81 AC
PARCEL 3	30.22 AC
COMMON OPEN SPACE	
PARCEL 1	21.06 AC
PARCEL 2	9.02 AC
PARCEL 3	0.35 AC
REMAINING WETLAND AREA	
PARCEL 1	4.12 AC
PARCEL 2	0 AC
PARCEL 3	1.45 AC



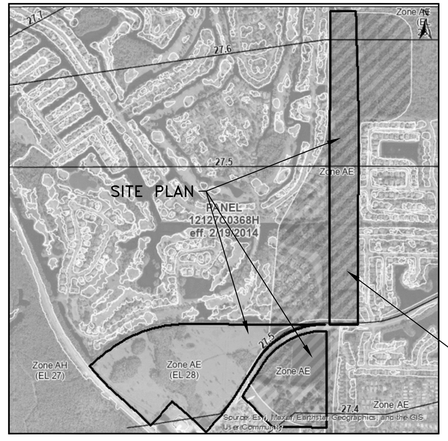
VICINITY MAP
SCALE: 1" = 4000'



ZONING MAP
SCALE: 1" = 1100'
CURRENT ZONING FOR THIS SITE IS: PUD



SOILS MAP
SCALE: 1" = 1100'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: 0 – Water 20 – Eaugallie Fine Sand 25 – Gator Muck 9 – Immokalee Sand 31 – Malabar Fine Sand 32 – Myakka Fine Sand 34 – Myakka-St. Johns Complex 49 – Pomona Fine Sand 51 – Pomona-St. Johns Complex 59 – Scoggin Sand 60 – Smyrna Fine Sand



FLOOD ZONE MAP
SCALE: 1" = 1100'
THE PROPERTY LIES IN:
FLOOD ZONE AE & AE REGULATORY FLOODWAY PER FEMA MAPS 12127C0368H

REGULATORY FLOOD WAY

SHEET INDEX:

C1	COVER SHEET
C2	NOTES
C3	PARCEL 1 EXHIBIT
C4	PARCEL 2 EXHIBIT
C5-C6	PARCEL 3 EXHIBIT
C7-C10	EXISTING TOPOGRAPHY EXHIBITS
C11-C12	OPEN SPACE EXHIBITS
C13-C14	STORMWATER & FLOOD ZONE EXHIBITS

LEGAL DESCRIPTION:

SEE SHEET C2

NOTES:

1. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECCESITATE MODIFICATION OF THE CONCEPTUAL PLAN
2. THE IMPROVEMENTS DEPICTED IN THIS PLAN ARE PRESENTED FOR CONCEPTUAL PURPOSES EXCLUSIVELY. THE LOCATIONS AND DIMENSIONS OUTLINED HEREIN ARE SUBJECT TO MODIFICATION DURING THE SITE PLAN PERMITTING PROCESS. THIS ENCOMPASSES, BUT IS NOT CONFINED TO, ACCESS POINTS, OFFSITE IMPROVEMENTS, STORMWATER PONDS, COMMON OPEN SPACES, OPEN SPACES, MULTIFAMILY AREAS, ETC.
3. WETLAND LINES TO BE VERIFIED AT THE TIME OF PERMITTING

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

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NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
COVER SHEET
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO:	ZC 21210
DESIGNED BY:	KR
DRAFTED BY:	MM
CHECKED BY:	KR
DRAWING FILE:	01-02_21210 COV

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 14

G:\21210 CODACO PARCEL 18\CONCEPT PLAN\PUD\01-02_21210 COV.DWG - PRINTED: 1/4/2024 4:09 PM

HAMMOCK PRESERVE

CITY OF PORT ORANGE – VOLUSIA COUNTY, FL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) N 89 DEGREES 51 MINUTES 09 SECONDS W, A DISTANCE OF 434.79 FEET; 2) N 89°50'18" W, A DISTANCE OF 45.21 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S 00°10'25" W ALONG THE WEST LINE OF THE 80 FOOT BOUNDARY OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1479.57 FEET TO A POINT ON THE NORTH LINE OF TOWN PARK P.U.D. PHASE 1B AS RECORDED IN MAP BOOK 48, PAGES 14 THROUGH 17 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH LINE; 1) N 89°21'52" W, A DISTANCE OF 822.00 FEET; (2) N 44°35'36" W, A DISTANCE OF 663.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MADELINE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1152 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; 1) N 32°23'42" E, A DISTANCE OF 549.47 FEET; 2) THENCE NORTHEASTERLY, 1159.45 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'00" (CHORD BEARING N 61°16'42" E, 1110.96 FEET); 3) S 89°50'18" E, A DISTANCE OF 23.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 1,260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 32 DEGREES 26 MINUTES 10 SECONDS WEST, 683.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST, 700.00 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08 DEGREES 40 MINUTES 17 SECONDS; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, NORTH 50 DEGREES 28 MINUTES 29 SECONDS EAST, 308.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 1,937.10 FEET AND A CENTRAL ANGLE OF 39 DEGREES 43 MINUTES 41 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 1,343.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 50 SECONDS EAST, 2,138.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES SOUTH OF THE SOUTH LINE OF COLEMAN'S THIRTY ACRES, AS RECORDED IN MAP BOOK 40, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

TOGETHER WITH THAT PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES NORTH OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

1. CHRIS BERTON
   BONNIE BERTON
   455 SEA DUCK DR
   DAYTONA BEACH FL, 32119
2. MARYANN HANSEN
   451 SEA DUCK DR
   DAYTONA BEACH FL, 32119
3. JEFFREY FRIEDMAN
   SHELLY FRIEDMAN
   1591 TOWN PARK DR
   PORT ORANGE FL, 32119
4. PATRICIA WENSLEY
   RICHARD WENSLEY
   1593 TOWN PARK DR
   PORT ORNAGE FL, 32129
5. JACOB CLEMENS
   1595 TOWN PARK DR
   PORT ORANGE FL, 32129
6. SHELEAN BURLESON
   JAMIE BURLSON
   1597 TOWN PARK DR
   PORT ORANGE FL, 32129
7. ATAUR RAHMAN
   FERSKOWSI FARIDA
   1676 TOWN PARK DR
   PORT ORANGE FL, 32129
8. MARK PATERNITI
   4232 CHADSWORTH LN
   PORT ORANGE FL, 32129
9. IVAN TORRES JR
   DELIA TORRES
   4230 CHADSWORTH LN
   PORT ORANGE FL, 32129
10. JOHN CALDWELL
    4231 CHADSWORTH LN
    PORT ORANGE FL, 32129
11. ROBERT HANUSIEWICZ
    4233 CHADSWORTH LN
    PORT ORANGE FL, 32129
12. TODD STIFFLER
    TANYA STIFFLER
    1617 TOWN PARK DR
    PORT ORANGE FL, 32129
13. CHELSEA HECK
    1619 TOWN PARK DR
    PORT ORANGE FL, 32129
14. THOMAS WEISS
    MAXINE WEISS
    1621 TOWN PARK DR
    PORT ORANGE FL, 32129
15. KELLY MELLICHAMPE
    1623 TOWN PARK DR
    PORT ORANGE FL, 32129
16. PARCEL: 620104000950
    CONFIDENTIAL
    1625 TOWN PARK DR
    PORT ORANGE FL, 32129
17. DILLION DORSEY
    1627 TOWN PARK DR
    PORT ORANGE FL, 32129
18. KENNETH RUSSELL SR
    ELAINE RUSSELL
    1629 TOWN PARK DR
    PORT ORANGE FL, 32129
19. BERNARD WALDRON
    BERNARD WALDRON REVOC TRUST
    1633 TOWN PARK DR
    PORT ORANGE FL, 32129
20. DEANNA PECKHAM
    1635 TOWN PARK DR
    PORT ORANGE FL, 32129
21. JAMES MALLOCH
    ANNETTE MALLOCH
    2076 WOODLAND TRL
    PORT ORANGE FL, 32129
22. WENDY BANICH
    1639 TOWN PARK DR
    PORT ORANGE FL, 32129
23. MAUREEN BAILEY
    LAUREEN VARTANIAN
    1641 TOWN PARK DR
    PORT ORANGE, FL 32129
24. ELIZABETH HENNIGHAN
    1643 TOWN PARK DR
    PORT ORANGE FL, 32129
25. SEAN JONES
    TRACEY HAMMOND
    4226 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
26. HEIDI HATTON
    BRENDAN ROLAND
    4224 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
27. PHILLIP FOREMAN
    LISA FOREMAN
    4222 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
28. STEPHEN JACKSON
    JACKSON DEBORAH
    4220 BRISTLE CONE
    PORT ORANGE FL, 32129
29. DAVID GOLD
    4221 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
30. RICK HEINZ
    KELLY HEINZ
    4223 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
31. ERYL MOKRY
    3799 GROVE VIEW LN
    PORT ORANGE FL, 32119
32. JOSHUA KELLER
    3797 GROVE VIEW LN
    PORT ORANGE, FL 32129
33. JOSEPH ZAFFUTO
    ANNMARIE ZAFFUTO
    3795 GROVE VIEW LN
    PORT ORANGE FL, 32129
34. TIMOTHY SPRUCK
    VICKI SPRUCK
    3793 GROVE VIEW LN
    PORT ORANGE FL, 32129
35. DENNIS HOFFMAN
    LINDA HOFFMAN
    3791 GROVE VIEW LN
    PORT ORANGE FL, 32129
36. JOHN LADD
    3789 GROVE VIEW LANE
    PORT ORANGE FL, 32129
37. GREGORY BENTLEY
    3825 SCHOOLWAY AVE
    NEW SMYRNA BEACH FL, 32169
38. WILLIAM VASQUEZ
    SANDRA VASQUEZ
    3785 GROVE VIEW LN
    PORT ORANGE FL, 32129
39. SERGEI RYBALKO
    NATALIA KOVAL
    3783 GROVE VIEW LN
    PORT ORANGE FL, 32129
40. JUSTIN TRAMONT
    STACI TRAMONT
    3781 GROVE VIEW LN
    PORT ORANGE, FL 32129
41. JERRY COLEMAN
    3779 GROVE VIEW LN
    PORT ORANGE FL, 32129
42. JACKIE MADRON
    DEBORAH MADRON
    3777 GROVE VIEW LN
    PORT ORANGE FL, 32129
43. KEVIN ALLEN
    MARTHA ALLEN
    3775 GROVE VIEW LN
    PORT ORANGE FL, 32129
44. JOSEPH BAIAMONTE
    KAY BAIAMONTE
    3773 GROVE VIEW LANE
    PORT ORANGE FL, 32129
45. PHILLIP BONNELL
    LINDA BONNELL
    3771 GROVE VIEW LN
    PORT ORANGE FL, 32129
46. LORRI CAMPBELL
    3769 GROVE VIEW LN
    PORT ORANGE FL, 32129
47. JOHN MERCER
    LYNN MERCER
    3732 LONG GROVE LN
    PORT ORANGE FL, 32129
48. MARK CHEATHAM
    3734 LONG GROVE LN
    PORT ORANGE FL, 32129
49. NANCY HOLLAND
    BENJAMIN WAIT
    3799 FIANO DR
    PORT ORANGE, FL 32129
50. MARK AYRES
    3781 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
51. PATRICIA PEARSON
    3734 SUNRISE OAKS DR
    PORT ORANGE FL, 32129
52. CARMEN TULLIUS
    3785 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
53. JAMES MORGAN
    REBECCA MORGAN
    3787 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
54. JAMES POITER
    CONSTANCE POITER
    3801 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
55. DARRELL PAYMAR
    PATRICIA PAYMAR
    3803 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
56. NATHAN MULDER
    3805 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
57. MAE AUSTIN
    3807 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
58. LUIS GRACIA
    STEFANIE GRACIA
    3809 BIRCH MOUNTAIN RD
    PORT ORANGE, FL 32129
59. VINCENT CHIAMPOU
    KATHLEEN CHIAMPLOU
    3811 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
60. MILAN KHANNA
    139 CREEK FOREST LN
    ORMOND BEACH FL, 32129
61. STEWART GRIFFITH
    5783 STEWART AVE
    PORT ORANGE FL, 32127
62. JOSEPH SCHOMER
    LORI SCHOMER
    3817 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
63. HILTON CREEL
    SANEDA CREEL
    3819 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
64. MARTIN LOWMAN
    KRISTY JONES
    3821 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
65. ROBERT THOMPSON
    1433 NEW BOLTON DR
    PORT ORANGE FL, 32129
66. PATRICIA CORBETT
    408 YORKTOWNE DR
    DAYTONA BEACH FL, 32119
67. ROGER BYERS
    PO BOX 10983
    DAYTONA BEACH, FL 32120
68. COTT STEVENS
    MICHELLE STEVENS
    533 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
69. IRVING TAYLOR
    STACY TAYLOR
    1831 W CEDAR GROVE ST
    MERIDIAN ID, 83646
70. JOSEPH WOZNIAK
    JUNE WOZNIAK
    545 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
71. WALTER SCHIMMEL
    549 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
72. DANIEL TOSIELLO
    MARYANN TOSIELLO
    553 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
73. TELCYN SMITH
    EVANS SMITH
    557 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
74. CARIN CARDIN
    561 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
75. ADRIENNE POSNICK
    MACE POSNICK
    565 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
76. DEAN ADKINS
    569 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
77. MARK KARRAS
    ECHO KARRAS
    573 PELICAN BAY DR
    DAYTONA BEACH, FL 32119
78. MONIQUE ROGERS
    577 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
79. JEFFREY CIUPIK
    128 MALLARD LN
    DAYTONA BEACH FL, 32119
80. ELIZABETH THROPP
    605 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
81. HENRY ELSNER
    DONNA ELSNER
    609 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
82. FARHAD FARJAM
    613 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
83. FRANCIS FAMILY TRUST
    3152 S PENINSULA DR
    DAYTONA BEACH FL, 32118
84. JOHN KITTINGER IV
    CHELSEA KITTINGER
    621 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
85. ROLAND BOILEAU
    CAROL BOILEAU
    625 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
86. JASON SMALL
    NICOLE SMALL
    629 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
87. ROGER PERKINS
    SARA PERKINS
    108 CANVASBACK CIR
    SOUTH DAYTONA FL, 32119
88. MONIQUE ROGERS
    112 CANVASBACK CIR
    DAYTONA BEACH FL, 32119
89. ADAM PAYTON
    CHARLENE PAYTON
    105 GOSHAWK DR
    DAYTONA BEACH FL, 32119
90. PELICAN BAY GOLF CLUB LLC
    11507 N SHORE GOLF CLUB BLVD
    ORLANDO FL, 32832
91. PELICAN BAY SPORTS CLUB LLC
    303 BIRCHWOOD PARK DR
    JERICHO NY, 11753
92. PELICAN BAY HOMEOWNERS ASSOC
    OF DAYTONA BEACH INC
    101 SEA HAWK DR
    DAYTONA BEACH FL, 32119
93. FRANCIS FAMILY TRUST
    3152 S PENINSULA DR
    DAYTONA BEACH FL, 32118
94. RAINBOW DEVELOPMENT GROUP LLC
    1690 DUNLAWTON AVE STE 110
    PORT ORANGE FL, 32127
95. TOWN PARK HOMEOWNERS
    2180 STATE RD 434 STE 5000
    LONGWOOD FL, 32779
96. SUNSET COVE HOMEOWNERS
    ASSOC AT PORT ORANGE
    955 KELLER RD STE 1500
    ALTAMONTE SPRINGS FL, 32714
97. MANGROVE DEVELOPMENT CORP
    PO BOX 290367
    PORT ORANGE FL, 32129
98. PINE HAMMOCK FARMS LLC
    4269 S ATLANTIC AVE
    PORT ORANGE FL, 32127
99. YORKTOWNE ESTATES CONDO ASSOC
    152 RIDGEWOOD AVE
    HOLLY HILL FL, 32117

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

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PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
NOTES

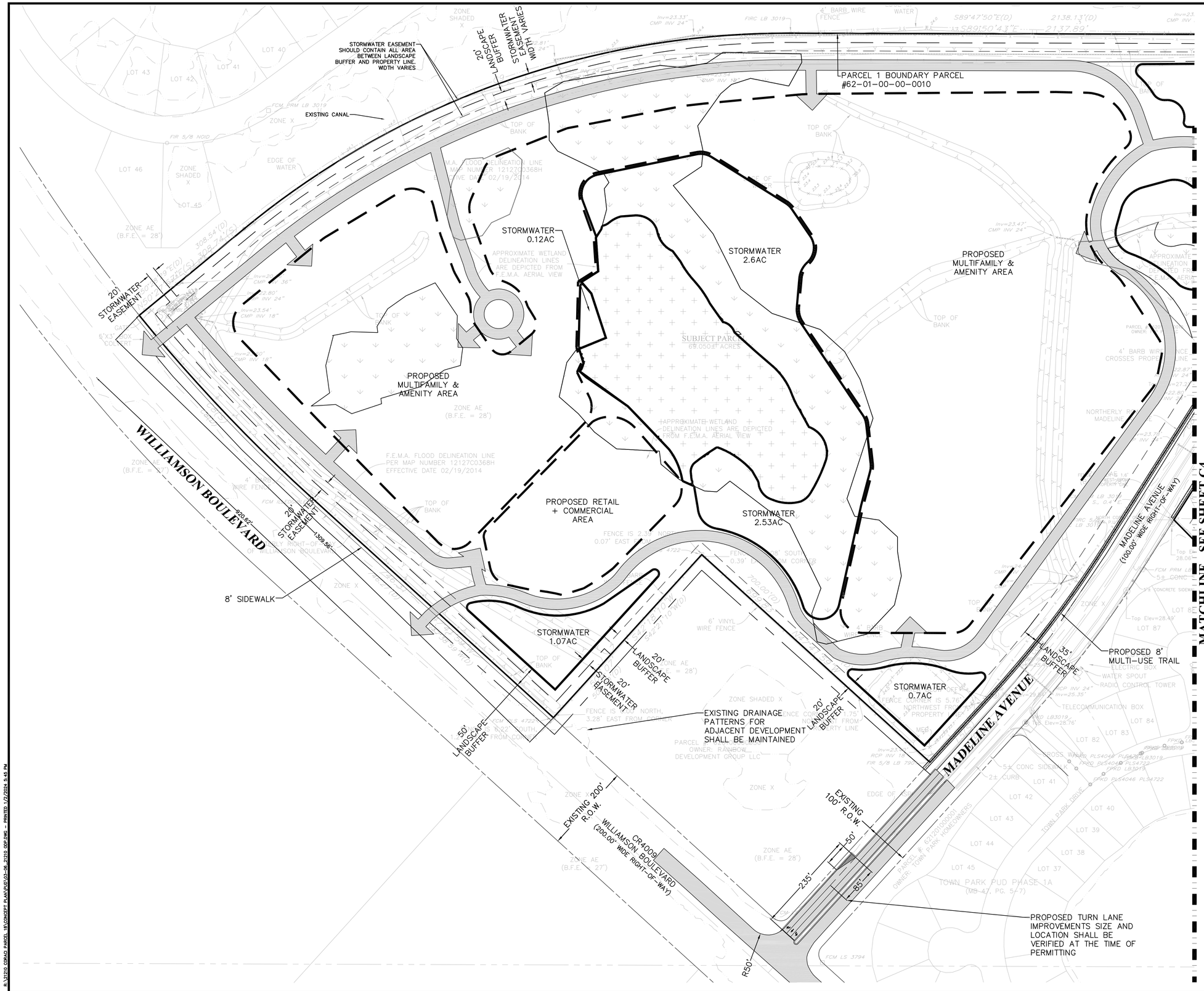
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 01-02_21210 COV

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C2 OF 14

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LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

NOTES:

1. FINAL LOCATION OF ON-SITE AND OFF-SITE IMPROVEMENTS SUBJECT TO CHANGE DURING SITE PLAN REVIEW.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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TRANSPORTATION
(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 1 EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 03-06_21210 ODP
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C3 OF 14

R:\21210 COHEN PARCEL 1\EXHIBIT PLAN\03-06_21210 ODP.DWG - PRINTED: 1/2/2024, 5:45 PM

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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TRANSPORTATION
(LC 42)
(EB 6510)

NO.	DATE	BY	SUBMITTALS/ REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 2 EXHIBIT

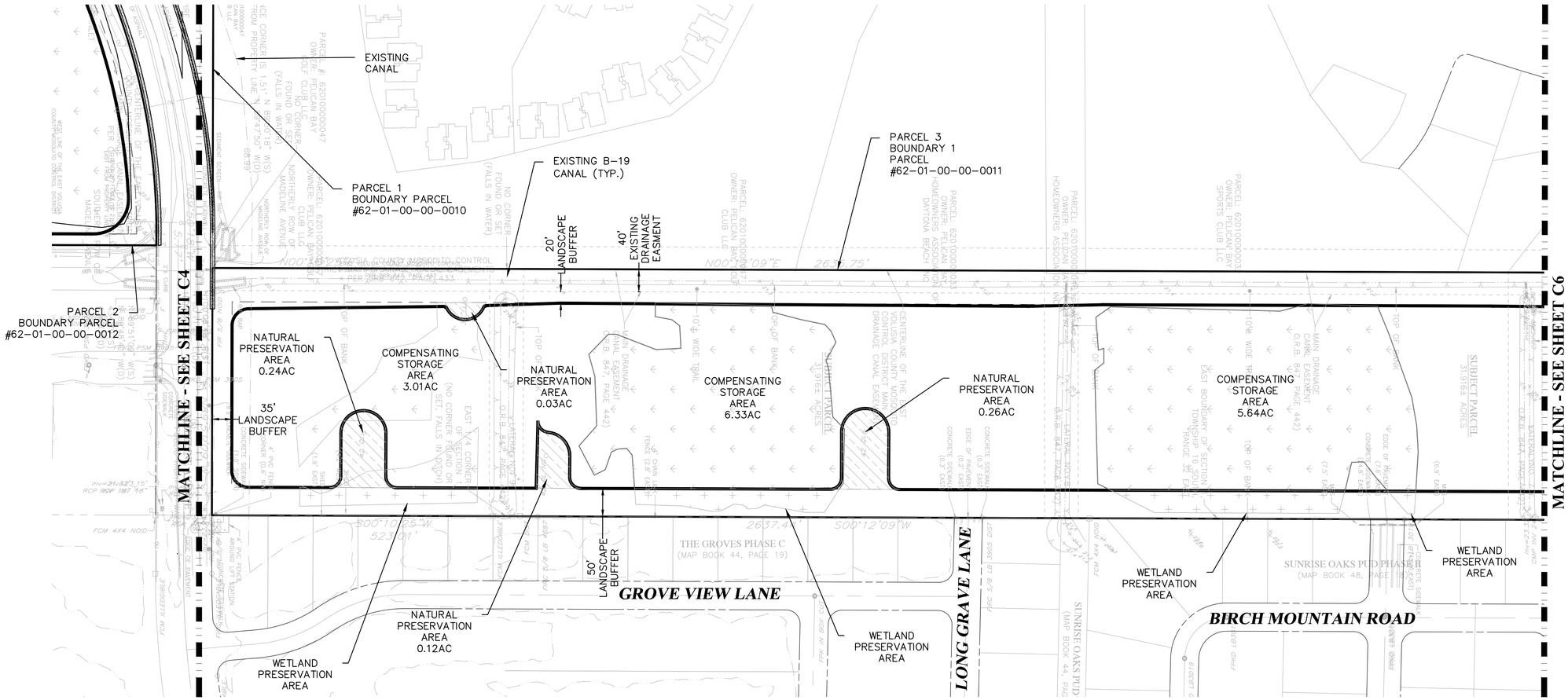
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO:	ZC 21210
DESIGNED BY:	KR
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XREF'S:	21210 BAS.DWG
XREF'S:	21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C4 OF 14

R:\21210 CDR\ZC PARCEL 1&2\CONCEPT PLAN\DWGS\03-06_21210 ODP.DWG — PRINTED: 1/4/2024 5:45 PM



0 50 100 150 200

SCALE : 1" = 100'

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. 4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

LEGEND:

- LANDSCAPE BUFFER
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 62)
(EB 6515)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 3 EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 03-06_21210 ODP
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C5 OF 14

R:\21210 CRAIG PARCEL 3\CONCEPT PLAN\V03-06_21210 ODP.DWG — PRINTED: 7/2/2024 5:14 PM

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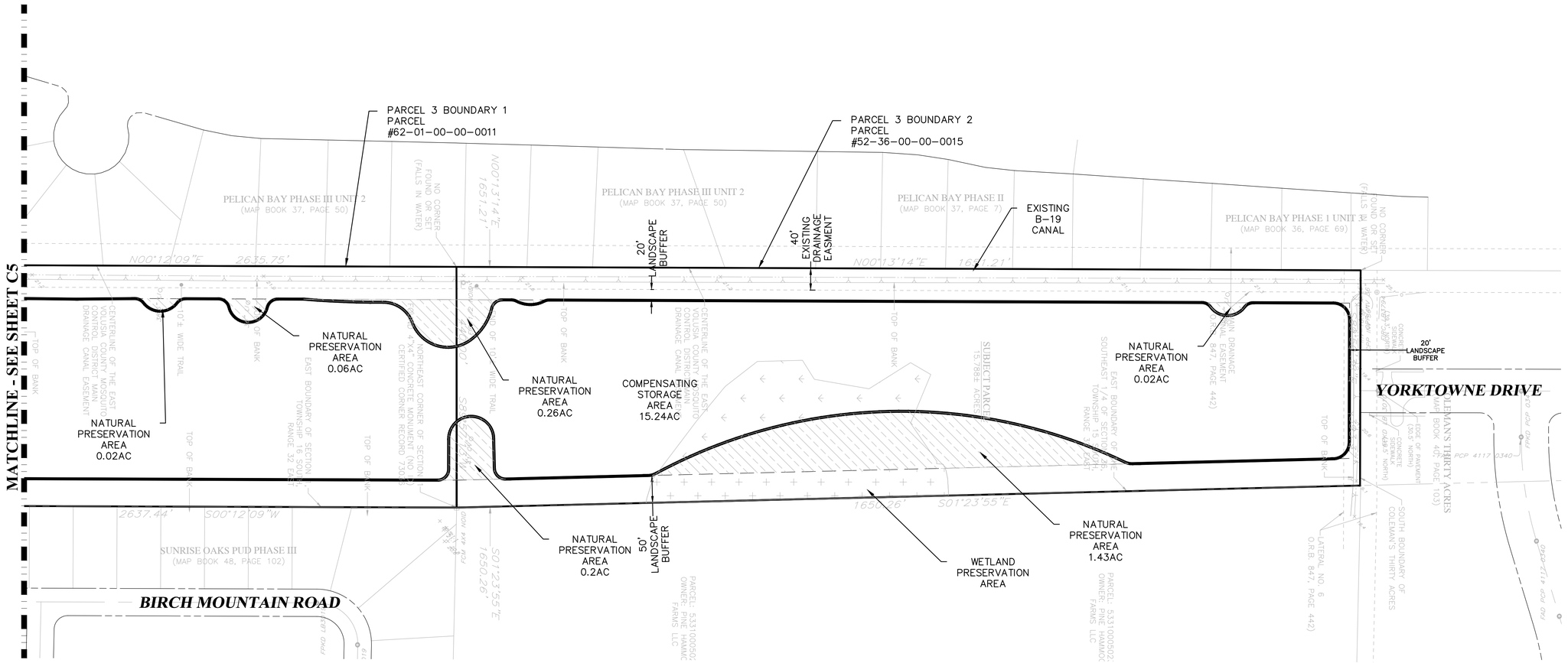
SCALE : 1" = 100'

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. 4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

LEGEND:

- LANDSCAPE BUFFER
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION



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(LC 62)
(EB 6515)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 3 EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 03-06_21210 ODP
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C6 OF 14

R:\21210 CR4A3 PARCEL 3\CONCEPT PLAN\03-06_21210 ODP.DWG — PRINTED 12/2/2024 5:14 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- ORB — Official Records Book
- SIP — Set 1/2" Iron Rod and Cap LB7768
- FIR — Found Iron Rod LB7768 (unless otherwise noted)
- FMGD — Found Mag Nail and Disk
- CCR — Certified Corner Record
- MES — Mitered End Section
- Sanitary Sewer Manhole
- Storm Drainage Manhole
- Bollard
- Sign
- OU — Overhead Utility Lines
- FEMA Flood Line
- Top of Bank Line
- Benchmark
- (S) — Survey Dimension
- (D) — Deed Dimension
- SIR — Set 1/2" Iron Rod LB7768
- FCM — Found Concrete Monument
- EHH — Electric Handhole
- W — Water Gate Valve
- Service Power Pole
- Guy Anchor
- M — Water Meter
- G — Buried Gas Warning Marker
- Water Gate Valve
- MB — Mail Box
- LS — License Surveyor
- LLC — Limited Liability Company
- LB — Licensed Business
- ROW — Right of Way
- ARV — Air Release Valve
- BFP — Water Backflow Preventer
- Fire Hydrant
- MW — Monitoring Well
- F.E.M.A. — Federal Emergency Management Agency
- RCP — Reinforced Concrete Pipe
- W — Water Service
- Underground Water Lines
- Chain Link Fence
- Barb Wire Fence

APROXIMATE EXISTING WETLAND

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(LC #2)
(EB #3161)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C7 OF 14

R:\21210 CORAL PARCEL 18\CONCEPT PLAN\DWG\07-10_21210 TOPO-FLOOD.DWG – PRINTED 1/7/2024 5:15 PM

PARCEL 1 BOUNDARY
PARCEL
#62-01-00-00-0010

MATCHLINE - SEE SHEET C9

PARCEL 2 BOUNDARY
PARCEL
#62-01-00-00-0012

MATCHLINE - SEE SHEET C7

0 50 100 150 200
SCALE : 1" = 100'

LEGEND:

- ORB ------- Official Records Book
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- FIR ------- Found Iron Rod LB7768 (unless otherwise noted)
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- (D) ------- Storm Drainage Manhole
- Bollard
- Sign
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- FEMA Flood Line
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- Guy Anchor
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- Underground Water Lines
- Chain Link Fence
- Barb Wire Fence

APROXIMATE EXISTING WETLAND

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(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C8 OF 14

R:\21210 CDAG\ PARCEL 1\DWG\PSP PLAN PUD\07-10-21210 TOPO-FLOOD.DWG -- PRINTED 1/2/2024 5:15 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- ORB ------- Official Records Book
- SIP ------- Set 1/2" Iron Rod and Cap LB7768
- FIR ------- Found Iron Rod LB7768 (unless otherwise noted)
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HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C9 OF 14

G:\2021\ZC0MAD PARCEL 18\CONCEPT PLAN\DEV\07-10_21210 TOPO-FLOOD.DWG -- PRINTED 1/2/2024 5:15 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

ORB	Official Records Book
SIP	Set 1/2" Iron Rod and Cap LB7768
FIR	Found Iron Rod LB7768 (unless otherwise noted)
FMGD	Found Mag Nail and Disk
CCR	Certified Corner Record
MES	Mitered End Section
S	Sanitary Sewer Manhole
D	Storm Drainage Manhole
	Bollard
	Sign
OU	Overhead Utility Lines
	FEMA Flood Line
	Top of Bank Line
	Benchmark
(S)	Survey Dimension
(D)	Deed Dimension
SIR	Set 1/2" Iron Rod LB7768
FCM	Found Concrete Monument
EH	Electric Handhole
W	Water Gate Valve
	Service Power Pole
	Guy Anchor
M	Water Meter
G	Buried Gas Warning Marker
	Water Gate Valve
MB	Mail Box
LS	License Surveyor
LLC	Limited Liability Company
LB	Licensed Business
ROW	Right of Way
ARV	Air Release Valve
BFP	Water Backflow Preventer
	Fire Hydrant
MW	Monitoring Well
F.E.M.A.	Federal Emergency Management Agency
RCP	Reinforced Concrete Pipe
W	Water Service
W	Underground Water Lines
o o	Chain Link Fence
x x	Barb Wire Fence

APROXIMATE EXISTING WETLAND

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(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN EXISTING TOPOGRAPHY

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C10 OF 14

R:\21210 COAST PARCEL 1&3\CONCEPT PLAN\DWG\07-10_21210 TOPO-FLOOD.DWG — PRINTED: 1/2/2024, 5:15 PM

OPEN SPACE TABLE	PARCEL 1	PARCEL 2	PARCEL 3	TOTAL
TOTAL AREA (AC.)	69.05	32.43	47.69	149.17
COMMON OPEN SPACE (AC.)	21.06	9.02	0.35	30.43
COMMON OPEN SPACE (%)	30%	28%	1%	20%
OPEN SPACE (AC.)	35.08	30.05	47.69	112.82
OPEN SPACE (%)	51%	93%	100%	76%

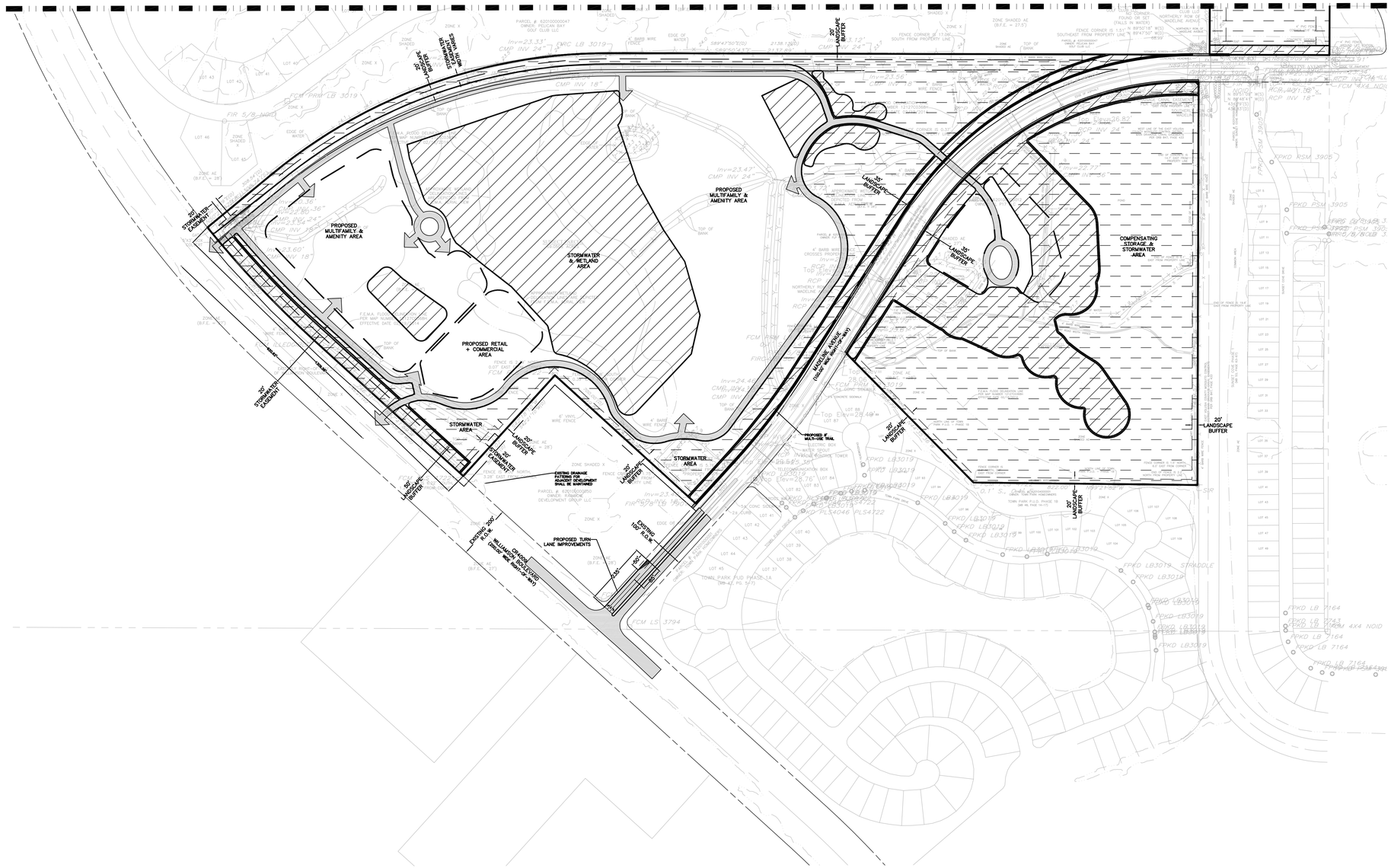
0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- LANDSCAPE BUFFER
- OPEN SPACE
- COMMON OPEN SPACE
- MULTIFAMILY/AMENITY AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS

MATCHLINE - SEE SHEET C15


20' STORMWATER EASEMENT
PROPOSED MULTIFAMILY & AMENITY AREA
STORMWATER & WETLAND AREA
PROPOSED RETAIL + COMMERCIAL AREA
STORMWATER AREA
20' LANDSCAPE BUFFER
30' STORMWATER EASEMENT
EXISTING DRAINAGE PATTERNS FOR ADJACENT DEVELOPMENT SHALL BE MAINTAINED
PROPOSED TURN LANE IMPROVEMENTS
EXISTING 200' R.O.W.
EXISTING 200' R.O.W.
CR 4009 WILLIAMSON BOULEVARD (MAJOR ARTERIAL - 4 LANE)
PROPOSED MULTIFAMILY & AMENITY AREA
35' LANDSCAPE BUFFER
COMPENSATING STORAGE & STORMWATER AREA
MARJORIE ARCHIE (MAJOR ARTERIAL - 4 LANE)
PROPOSED 8' MULTI-USE TRAIL
20' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER

MATCHLINE - SEE SHEET C14

MATCHLINE - SEE BELOW

MATCHLINE - SEE ABOVE

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

LANDSCAPE BUFFER

OPEN SPACE

OPEN SPACE TABLE	PARCEL 1	PARCEL 2	PARCEL 3	TOTAL
TOTAL AREA (AC.)	69.05	32.43	47.69	149.17
COMMON OPEN SPACE (AC.)	21.06	9.02	0.35	30.43
COMMON OPEN SPACE (%)	30%	28%	1%	20%
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OPEN SPACE (%)	51%	93%	100%	76%

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(LC #2)
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NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
OPEN SPACE EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

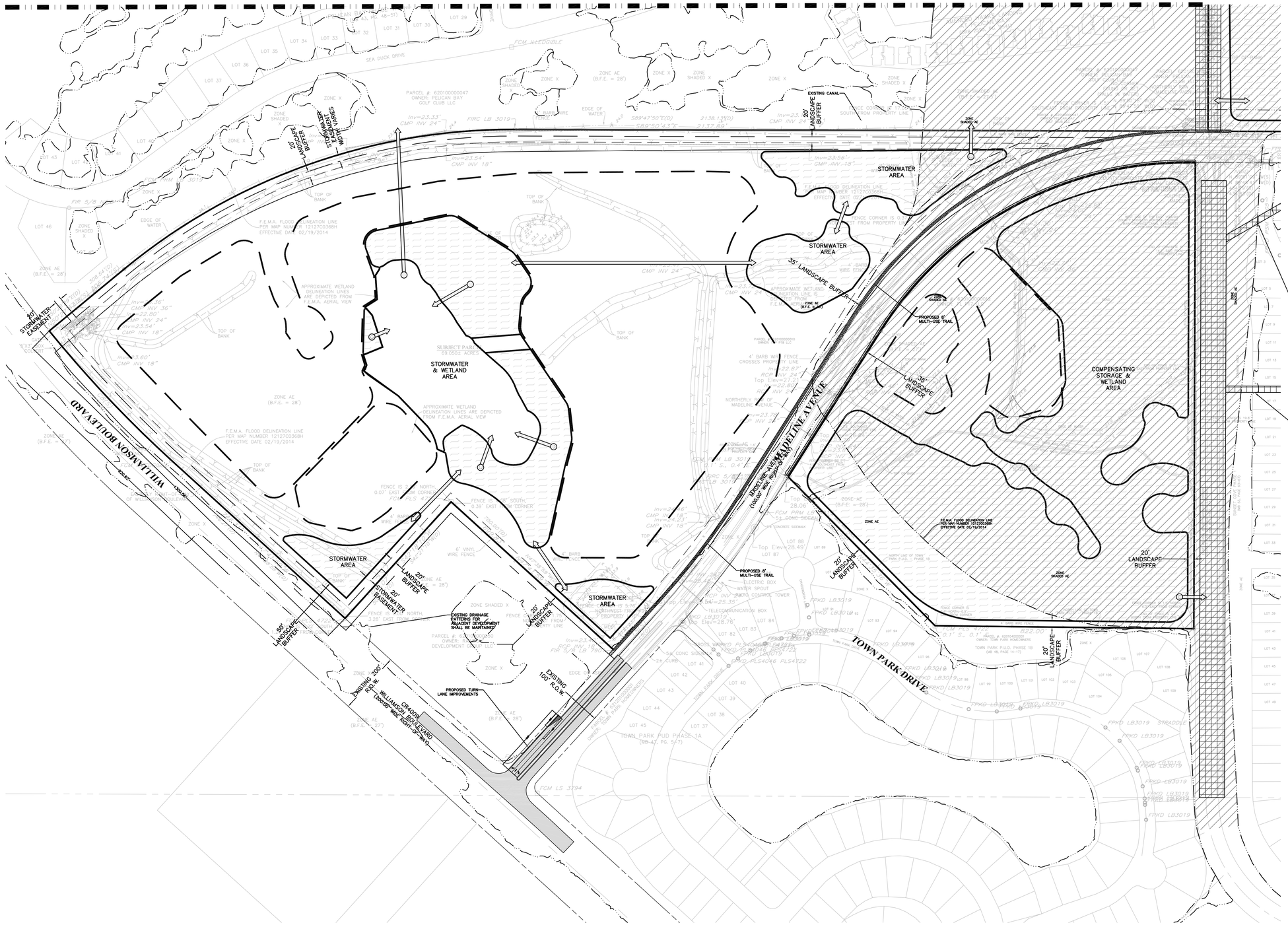
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XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C12 OF 14

R:\21210 CRAIG PARCEL 19\CONCEPT PLAN\VA\21210 - 16-21210 OPEN SPACE.DWG -- PRINTED: 1/7/2024, 3:15 PM

MATCHLINE - SEE SHEET ###



0 75 150 225 300

SCALE : 1" = 150'

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- B-19 CANAL
- HYDRAULIC CONNECTIONS TO B-19 CANAL
- FEMA REGULATORY FLOODWAY AREAS IN ZONE AE
- PROPERTY LINE
- POND INTERCONNECTIONS
- CONTROLLED DISCHARGE LOCATIONS (AFTER TREATMENT)

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6510)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
STORMWATER & FLOOD ZONE EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

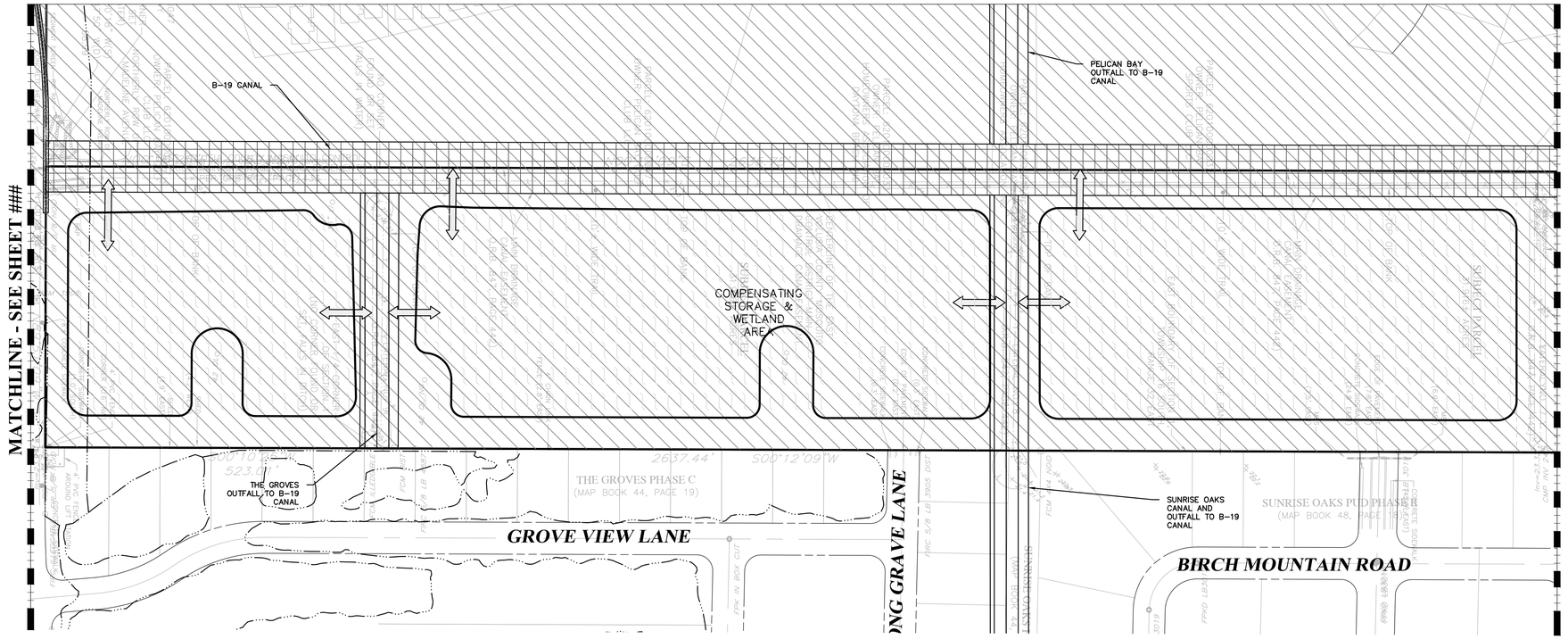
CHECKED BY: KR

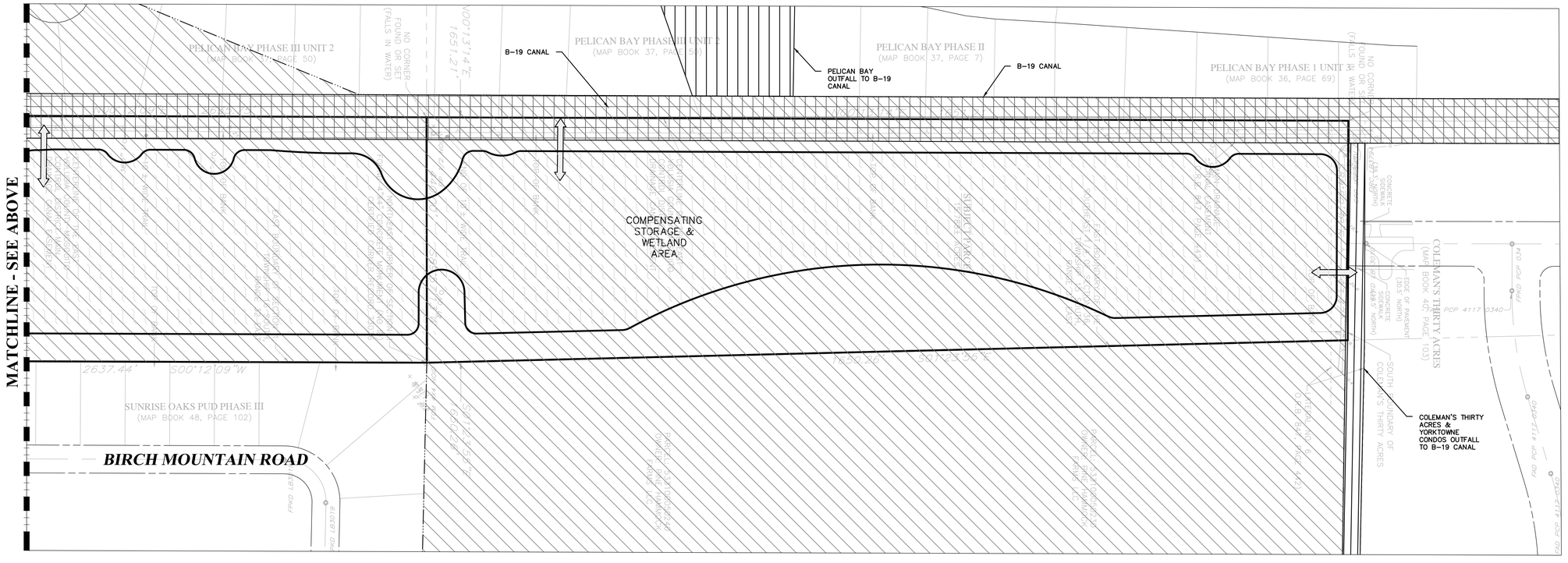
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XREF'S: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C13 OF 14

R:\21210 CRAIG PARCEL 1\ENGINEER\CONCEPT PLAN\DWGS\12-15_21210 DRAINAGE.DWG -- PRINTED: 12/2/2024 8:45 PM





0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- B-19 CANAL
- HYDRAULIC CONNECTIONS TO B-19 CANAL
- FEMA REGULATORY FLOODWAY AREAS IN ZONE AE
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- POND INTERCONNECTIONS
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CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
STORMWATER & FLOOD ZONE EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 12-15_21210 DRAINAGE
XREF'S: 21210 BAS.DWG
XREF'S: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C14 OF 14

G:\21210 CRAIG PARCEL 1\SVC\CONCEPT PLAN\VC\21210-21210 DRAINAGE.DWG -- PRINTED 1/2/2024, 5:16 PM

Exhibit C
Representative Imagery

MODERN COASTAL

Elements

- Light and breezy style has become synonymous with an architectural vernacular of simplistic elegance.
- Details geared towards creating a haven from the hectic pace of day-to-day life.
- Mostly open floor plan, maximum natural light, some large windows. Coastal spaces feel current.

Soothing Color Palette

- Soothing color palette-base of neutrals, muted tones, pastel hues; coastal color accent connotations, i.e., aquamarine, coral.

Plenty of Textures

- Visual weight crucial. Visually sense a tactile experience which is integral to feeling of physical experiences of being outside.
- Layering of textures, i.e., visually obvious finishes, plenty of soft elements.
- Feel of comfort, welcoming, laid back, elegant simplicity.

















Neighborhood Commercial Inspiration and Conceptual Images





STAFF REPORT

PUD Rezoning and Hammock Preserve Planned Unit Development (PUD) Master Development Agreement and Conceptual Development Plan

CASE NO. PRZA-23-0007

REQUEST:	Rezone 32.4 acres from R-8SF (single-family residential) to PUD (Planned Unit Development) and establish the Hammock Preserve Master Development Agreement and Conceptual Development Plan for a 149.2-acre site.
APPLICANT:	Mark Watts, Esq., Cobb Cole
PROPERTY OWNERS:	FL P17, LLC, FL P18, LLC, FL P43, LLC
LOCATION:	North and south side of Madeline Avenue, east of Williamson Boulevard (Figure 1 - Location Map)
STAFF RECOMMENDATION:	Approval, subject to City Council approval of Policy Issue
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval 5-2 (January 25, 2024)
CITY COUNCIL:	March 5, 2024

PLANNED UNIT DEVELOPMENT ZONING DISTRICT

The Planned Unit Development (PUD) district is a conditional zoning district intended to provide a flexible approach for unique and innovative land development proposals, which could not be accomplished under conventional zoning. A PUD requires a Master Development Agreement (MDA) to establish permitted uses and specific development requirements and a Conceptual Development Plan (CDP) that illustrates the general location and intensity of the land uses within the development. A PUD does not approve any specific development itself but establishes the parameters for how a site can be developed. The flexibility from the standard code requirements in the Land Development Code (LDC) is offered with the goal of creating a better-quality project with greater benefits for the public and the developer. A PUD must be developed in accordance with the standards established in the approved MDA and CDP and must comply with all other applicable development regulations (stormwater, landscaping, tree preservation, roadways, traffic, parking, etc.). Compliance with the MDA, CDP, and other applicable development regulations is verified during the review of a site-specific development proposal located within the planned development.

The PUD district was established in the Land Development Code to encourage innovative, integrated, and efficient land planning and site design concepts that achieve a high quality of development, environmental sensitivity, and adequate public facilities and services. The PUD district can also provide more flexibility from conventional development standards, such as building height and setbacks, to help create a more mixed-use, pedestrian-oriented development.

If a PUD is approved, the applicant would then be required to prepare and submit a specific site and/or subdivision development plans that comply with the requirements of the MDA, CDP, and LDC, such as grading, stormwater drainage improvements, type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, building location, and water and sewer lines, roadway or parking lot design, and other development requirements. A site or subdivision plan set is typically 30 to 75 pages of technical documents signed and sealed by a licensed engineer and contains extensive engineering and construction details. At the time a PUD is requested, site and/or subdivision plans are not required to be prepared or have not been submitted. A PUD requires an MDA to establish permitted uses and specific development requirements and a CDP that illustrates the general location and intensity of the land uses within the development.

APPLICANT'S PROPOSED PLANNED UNIT DEVELOPMENT

The proposed PUD consists of three parcels located on the north and south sides of Madeline Avenue, east of Williamson Boulevard (see Figure 1). The applicant is requesting to rezone 32.4 acres from R-8SF (Single-Family Residential) to Planned Unit Development (PUD) and to establish the Hammock Preserve Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the 149.2-acre PUD site. Of the overall 149.2-acre property, 116.8 acres are already zoned PUD, but without an active MDA to establish development parameters.

Figure 1. Location Map



If approved, the proposed PUD would allow for the development of a mixed-use project that consists of:

- 873 multi-family units. The proposed CDP shows that all multi-family buildings will be located on the portion of the PUD at the northeast corner of Madeline Avenue and Williamson Boulevard (Parcel 1).

- The current Future Land Use designations on the PUD site allow for the development of up to 873 residential units in the form of multi-family, duplexes, or single-family homes. The proposed PUD does not include any increase in residential density. As part of the PUD, the applicant is requesting to consolidate all 873 residential units currently allowed on Parcels 1-3 onto Parcel 1 to allow for increased open space, preservation of natural areas, and drainage on Parcels 2 and 3.

- As proposed, the multi-family buildings on Parcel 1 will be a maximum of 65 feet tall, except for any portion of a multi-family building located within 100 feet of the PUD boundary, which can only be 45 feet tall.

- 40,000 square feet of commercial square footage. Commercial square footage can be distributed between Parcels 1 and 2, so long as the gross amount of commercial square footage does not exceed 40,000 square feet overall, and the square footage on the south side of Madeline Avenue does not exceed 10,000 square feet. The proposed CDP identifies the general location that all commercial buildings will be located on the portion of the PUD on the east side of Williamson Boulevard, north of vacant church property (Parcel 1) or on the south side of Madeline Avenue, east of Town Park Subdivision (Parcel 2).

- According to the applicant, the proposed PUD is an example of an in-fill development, repurposing three vacant parcels into a master-planned mixed-use development that is designed to provide multifamily housing and neighborhood commercial uses at the intersection of two major roadways within the city, to serve nearby residents and existing pass-by traffic on adjacent roadways, and improve the City's tax base.

- The proposed development would provide a commercial node at the intersection of Madeline Avenue and Williamson Boulevard that will serve the residents of the proposed multi-family development and the surrounding existing and future neighborhoods that will offer nearby retail and commercial services to adjacent and nearby residents, reducing the number and distance of additional vehicular trips on the roadway network.

- As proposed, the commercial buildings will be a maximum of 45 feet in height on Parcel 1 and 25 feet in height on Parcel 2.

- As proposed, all the residential units for the PUD would be developed to be clustered on Parcel 1 in order to provide more preservation of open space on Parcels 2 and 3, which are adjacent to existing residential areas.

- The commercial uses shall be limited to the following commercial uses permitted on Parcel 1 and Parcel 2:

Parcel 1:	Parcel 2:
1. Laundry and dry-cleaning retail stores. 2. Childcare centers 3. Community gardens 4. Adult/vocational education. 5. Banks. 6. Business services. 7. Clubs, lodges, and fraternal organizations. 8. Financial services. 9. Furniture and appliance stores and repair shops. 10. Health/exercise clubs. 11. Medical offices/clinics. 12. Offices. 13. Office supplies. 14. Personal services. 15. Restaurants (without drive through) 16. Retail home building materials. 17. Retail nurseries and garden supplies. 18. Retail sales and services. 19. Veterinary clinics. 20. Brewery 21. Craft food and beverage producer 22. Microbrewery 23. Theaters 24. Game/recreation facilities	1. Laundry and dry-cleaning retail stores. 2. Childcare centers 3. Community gardens 4. Adult/vocational education. 5. Banks. 6. Business services. 7. Financial services. 8. Health/exercise clubs. 9. Medical offices/clinics. 10. Offices. 11. Office supplies. 12. Personal services. 13. Restaurants (without drive through) 14. Retail sales and services. 15. Veterinary clinics. 16. Brewery 17. Craft food and beverage producer 18. Microbrewery

- According to the applicant, the commercial area on the south side of Madeline Avenue will include more traditional neighborhood commercial uses, such as ice cream store, diner, barber shop, gym, microbrewery etc.) that are primarily intended to serve the surrounding residential area and provide the potential for shorter vehicle trips for services to existing and future residents.

Figure 2. Example Commercial Development at Approximately 30,000 Square-feet



Figure 3. Example Commercial Development at Approximately 10,000 Square-feet



OVERVIEW OF THE PROPOSED PUD PROPERTY

- The proposed PUD property consists of three parcels located on the north and south sides of Madeline Avenue, east of Williamson Boulevard (Figure 1 - Location Map on page 2).

- The PUD site is currently undeveloped and used for agricultural operations, with open pastures, forested uplands, forested wetlands, several drainage ditches and ponds, and the B-19 Canal (Figure 4).

Figure 4. Existing Wetlands and Surface Waters



- Parcel 1 was previously approved in 2006 for a 552-unit multi-family development named Villa Park. Parcel 2 was previously approved in 2006 for a 37-unit single-family subdivision. The development plans for both of these once proposed developments expired prior to development commencing.

CURRENT LAND USES, FUTURE LAND USE AND ZONING DESIGNATIONS, AND DENSITY ADJACENT TO THE PROPOSED PUD:

- The current land use, Future Land Use and zoning designations, and density for the properties adjacent to the PUD are identified in Table 1 and shown in Figure 5 on page 8.
- The proposed 873 residential units for this development equate to an overall density of 6.2 dwelling units per acre (du/ac), with all of the 873 residential units located on Parcel 1.
- The current and proposed Future Land Use (FLU) designations for the subject property and adjacent properties are identified in Exhibit 1. The current and proposed zoning classification for the subject property and adjacent properties are identified in Exhibit 2.

Table 1. Surrounding Land Uses, FLU Designations, Zoning, and Density

Direction	Existing Land Use	FLU Designation	Zoning District	Existing Density
Parcel 1				
North	City of Daytona Beach Single Family Homes and Golf Course (Pelican Bay, Phase PH VI UNIT II)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	1.65 u/a
	City of Daytona Beach Duplexes (Pelican Bay- Hawks Landing Condos)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	6.9 u/a
South	City of Port Orange Single Family Homes (Town Park)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	2.07 u/a
East	City of Port Orange Vacant Residential	City of Port Orange *Suburban Residential* (2-4 units/acre)	Proposed Hammock Preserve PUD Parcel 2	N/A
West	City of Port Orange Vacant Commercial	City of Port Orange Commercial	Town Park Planned Commercial Development (PCD)	N/A
	City of Daytona Beach Vacant Residential and Commercial	City of Daytona Beach Level 1 Residential (L1-R) and Low Intensity Commercial (LI-C)	City of Daytona Beach Walker's Green Planned Development-General (PD-G)	1.5 u/a
Parcel 2				
North	City of Port Orange Vacant Residential	City of Port Orange *Medium Density Residential* (4-8 units/acre)	Proposed Hammock Preserve PUD Parcel 1	6.2 u/a

South	City of Port Orange Single Family Homes (Town Park)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	2.07 u/a
East	City of Port Orange Single Family Homes (Sunset Cove)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange Planned Unit Development (PUD)	2.9 u/a
	City of Port Orange Single Family Homes (The Groves)	City of Port Orange *Medium Density Residential* (4-8 units/acre)	City of Port Orange Two-Family Residential (R-2D)	3.37 u/a
West	City of Port Orange Single Family Homes (Town Park)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	2.07 u/a
Parcel 3				
North	City of Daytona Beach Single Family Homes (Georgetowne)	City of Daytona Beach Level 1 Residential (L1-R)	City of Daytona Beach Multi-Family Residential-20 (MRF-20)	3.32 u/a
	City of Daytona Beach Multi-family Condominium (Yorktowne Estates)	City of Daytona Beach Level 2 Residential (L2-R)	City of Daytona Beach Multi-Family Residential-20 (MRF-20)	12.25 u/a
South	City of Port Orange Single Family Homes (Sunset Cove)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange Planned Unit Development (PUD)	2.9 u/a
East	City of Port Orange Single Family Homes (The Groves)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange R-8SF single-family residential	1.7 u/a
	City of Port Orange Single Family Homes (Sunrise Oaks)	City of Port Orange *Suburban Residential* (2-4 units/acre)	City of Port Orange Planned Unit Development (PUD)	2.21 u/a
	City of Port Orange Multifamily (Sunrise Pointe Apartments)	City of Port Orange *Urban Medium Residential* (4-8 units/acre) and *Urban High Density Residential* (8-16 units/acre)	City of Port Orange Sun Rise Oaks Planned Unit Development (PUD)	10.57 u/a
	City of Port Orange Timberland	City of Port Orange *Suburban Residential* (2-4 units/acre) and *Urban Medium Residential* (4-8 units/acre)	City of Port Orange Agriculture	N/A
West	City of Daytona Beach Duplexes (Pelican Bay- Hawks Landing Condos)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	6.9 u/a
	City of Daytona Beach Single Family Homes (Pelican Bay, PHASE III UNIT 2)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	1.7 u/a
	City of Daytona Beach Single Family Homes (Pelican Bay, PHASE 1 UNIT 3)	City of Daytona Beach Level 1 Residential (L1-R) and Golf	City of Daytona Beach Pelican Bay Planned Development - General (PD-G)	1.58 u/a

Figure 5. Subject Property and Surrounding Developments



DEVELOPMENT PROPOSAL

The following discussion will focus on the significant aspects of the proposed PUD, such as general site layout, general location of multi-family and commercial uses, access, parking, dimensional requirements, landscape buffers, tree preservation, open space, utilities, stormwater, utilities, etc.

Figure 6. Proposed Conceptual Development Plan



Dimensional Requirements:

- The MDA includes the dimensional requirements (lot width and area, setbacks, building height, open space, impervious/building coverage, etc.) for the proposed multi-family and neighborhood commercial development. Table 3 lists the proposed dimensional requirements for the PUD.

- The proposed dimensional requirements for the PUD are generally consistent with those for the conventional zoning districts that would allow for the proposed uses, except for height, which is discussed later in the report.

Table 3 - Dimensional Requirements

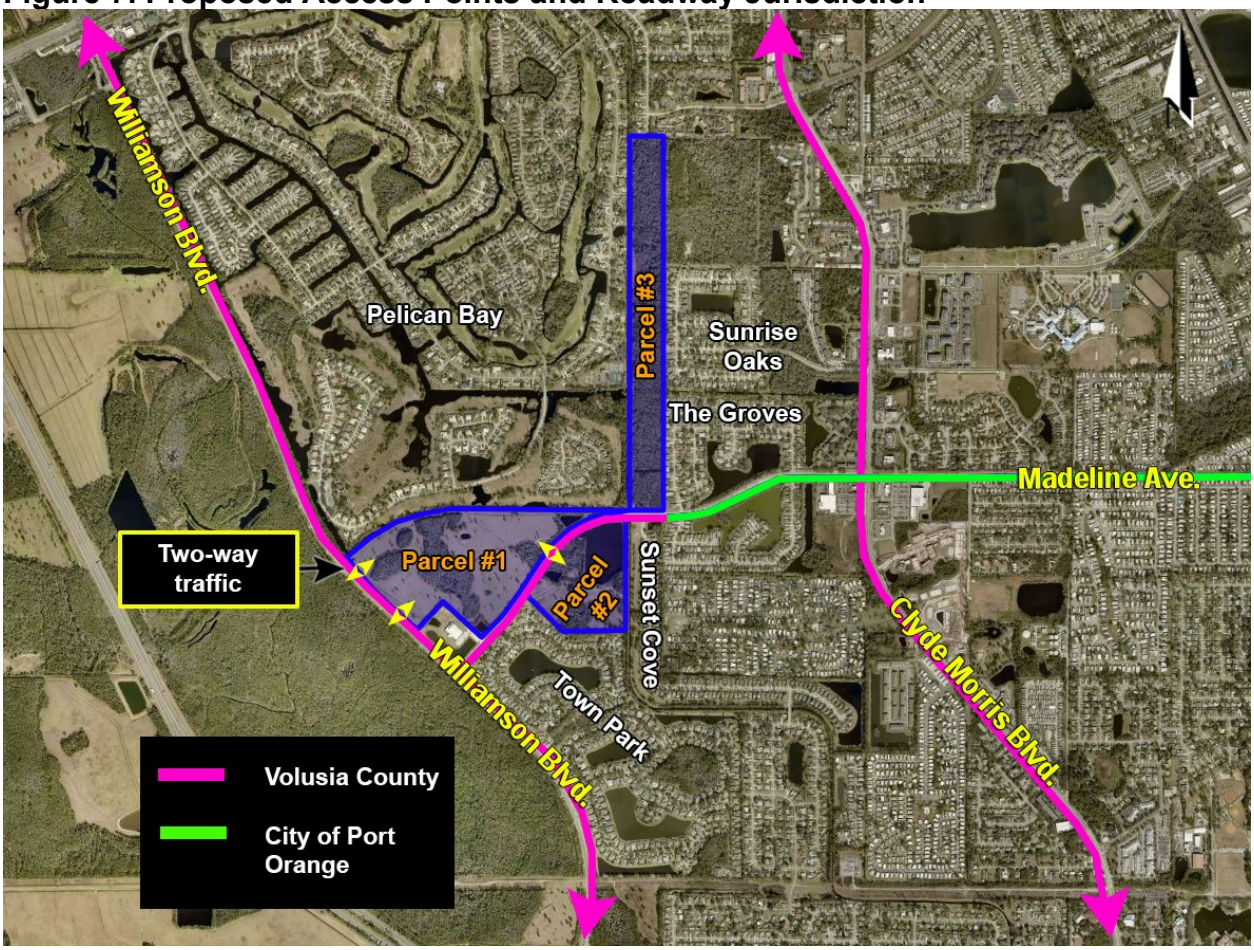
Zoning District	Minimum Lot Width	Minimum Lot Area	Maximum Impervious Surface Coverage	Minimum Open Space	Front Bldg. Setback	Side Bldg. Setback	Rear Bldg. Setback	Maximum Height
Hammock Preserve PUD	100 ft.	20,000 sq.ft.	60%	40%	50 ft. from Williamson Blvd. 35 ft. from Madeline Ave.	External to PUD: 25 ft. Internal to PUD: 5 ft.	25 ft.	Parcel 1 (Residential) 45 ft. within 100 ft. of the PUD Boundary and 65 ft. for the remaining area Parcel 1 (Commercial) 45 ft. Parcel 2 (Commercial) 25 ft.
PUD	---	---	60%	40%	---	---	---	35 ft.***
Comparable Standard Zoning Districts in the LDC								
Community Commercial (CC)	150 ft.	22,500 sq. ft.	70%	30%	50 ft. from Williamson Blvd. 20 ft. from Madeline Ave.	15 ft.*	25 ft.*	45 ft.
Neighborhood Commercial (NC)	100 ft.	15,000 sq. ft.	60%	40%	30 ft.	10 ft.*	25 ft.*	25 ft.
R-3H info	---	600 sq. ft.	50%	50%	30 ft.	25 ft.**	25 ft.**	45 ft.

*Non-residential building setbacks adjoining residential zoning shall be equal to or greater than the building height.
**Multifamily buildings greater than 25 feet in height shall have a building setback equal to or greater than the building height.
***Maximum height is limited to 35 feet if the property abuts a single-family zoning district.

Access and Parking

- Roadway connections for the PUD will be made to Madeline Avenue and Williamson Boulevard. Williamson Boulevard is a Volusia County-maintained arterial road, and Madeline Avenue is a Volusia County-maintained arterial road from Williamson Boulevard to Grove View Lane and from Grove View Lane to McDonald Road is a city-maintained arterial road (see Figure 7 on Page 11).

Figure 7. Proposed Access Points and Roadway Jurisdiction



- The PUD will comply with the city's parking requirements in the LDC for the proposed multi-family residential and neighborhood commercial uses (Table 4).

Table 4. Parking Standards in the Land Development Code

Multifamily	Studio: 1 space/unit 1 bedroom: 1.5 spaces/unit 2, 3, or more bedrooms: 2 spaces/unit Visitor Parking: .25 spaces/unit
Commercial Multi-Tenant Buildings (Shopping Center)	1 space per 250 square feet - excluding movie theaters, grocery stores, drug stores, convenience stores, and health/exercise clubs

- The final design of the driveways for the PUD will be reviewed and approved through the Volusia County Driveway permitting process since all proposed driveways are on County-maintained arterial roads. According to the CDP, the applicant is proposing two (2) driveways off Williamson Boulevard, one (1) driveway off Madeline Avenue for Parcel 1, and one (1) driveway off Madeline Avenue for Parcel 2.
- A driveway stub out to the adjacent vacant commercial property at the northeast corner of Madeline Avenue and Williamson Boulevard will be required for a future internal connection between the two commercial properties.

- Based on the anticipated traffic entering and exiting the proposed PUD, designated left and right turn lanes are anticipated at all driveways into the site. Turn lanes will be reviewed and approved through the Volusia County Driveway permitting process since all proposed driveways are on County-maintained arterial roads.

- According to the MDA, the roadway network within the PUD will consist of private roads and/or access drives, and the property owner will be required to maintain the roadway network within the PUD.

- An 8-foot-wide sidewalk will be required to be constructed along Williamson Boulevard and the north side of Madeline Avenue, a 5-foot-wide sidewalk along the south side of Madeline Avenue, along with connections into the development.

- An internal sidewalk network will also be required for Parcel 1 to connect all multi-family and commercial buildings. The sidewalk improvements are to encourage a walkable development to promote easier pedestrian access to nearby commercial uses for residents of the development and nearby subdivisions without additional vehicle trips.

Tree Preservation, Landscaping, and Buffers

- The PUD will comply with the landscaping and tree preservation requirements in the LDC. When a site plan is submitted, a formal review of the landscaping and tree preservation areas will occur to verify compliance with the LDC.

- A minimum of 15% (+/- 22.4 acres) of the 149.2-acre PUD property will be required to be reserved to protect existing trees.

- The applicant's proposed CDP indicates a minimum of 20% (+/- 29.8 acres) of the 149.2-acre PUD property will be reserved for active and passive recreation space for the residents of the development.

- The applicant's proposed CDP indicates a minimum of 60% (89.5 acres) of the 149.2-acre PUD property will be open space (undeveloped land, stormwater ponds, landscape buffer areas, wetlands, and active and passive recreation space).

- A twenty (20) foot perimeter landscape buffer will be required adjacent to the existing residential subdivisions, a fifty (50) foot roadway landscape buffer will be required along Williamson Boulevard and along the east side of Parcel 3, and a thirty-five (35) foot roadway landscape buffer will be required along Madeline Avenue.

- According to the environmental analysis prepared by Zev Cohen & Associates in 2023, there are approximately +/- 28.6 acres of wetlands and +/- 16.7 acres of ponds and ditches currently on the 149.2-acre PUD property. Any proposed

development on the subject property will require a review of wetlands and potential wetland impacts by local, State, and Federal agencies during the subdivision and/or site plan review process.

- According to the applicant's CDP, +/- 23.1 acres of the +/- 28.6 acres of wetlands will be impacted.

Potable Water and Sanitary Sewer

- The PUD property will be served by the City's potable water and sanitary sewer.

- Improvements related to potable water and sanitary sewer will comply with the requirements of the City's Land Development Code (LDC) and proposed MDA.

- Irrigation will be provided by the lowest quality water source, including reclaimed water, surface/stormwater, or irrigation well if available, and will comply with the requirements of the City's LDC.

Architecture

- The multi-family and commercial buildings and accessory structures (fence, clubhouses, enclosures, signage, mail kiosks, etc.) will be designed using the Modern Coastal Florida Architectural style.

- According to the applicant, the Modern Coastal Florida Architectural style focuses on functionality, sustainability, and outdoor living using clean lines, neutral colors, and open plans that include a living connection to nature.

Figure 8. Representative Images of Proposed Architectural Style





Neighborhood Commercial Inspiration and Conceptual Images





Stormwater Management

- The PUD site is currently undeveloped and used for agricultural operations, with open pastures, forested uplands, forested wetlands, drainage ditches, ponds, and the B-19 Canal.

- Currently, stormwater from Parcel 1 is retained on site (infiltration) in existing wetlands and ponds, or is conveyed by pipes under Madeline Avenue to the existing pond on Parcel 2 or to the Pelican Bay drainage ditch on the north side of Parcel 1, and discharges into the B-19 Canal.

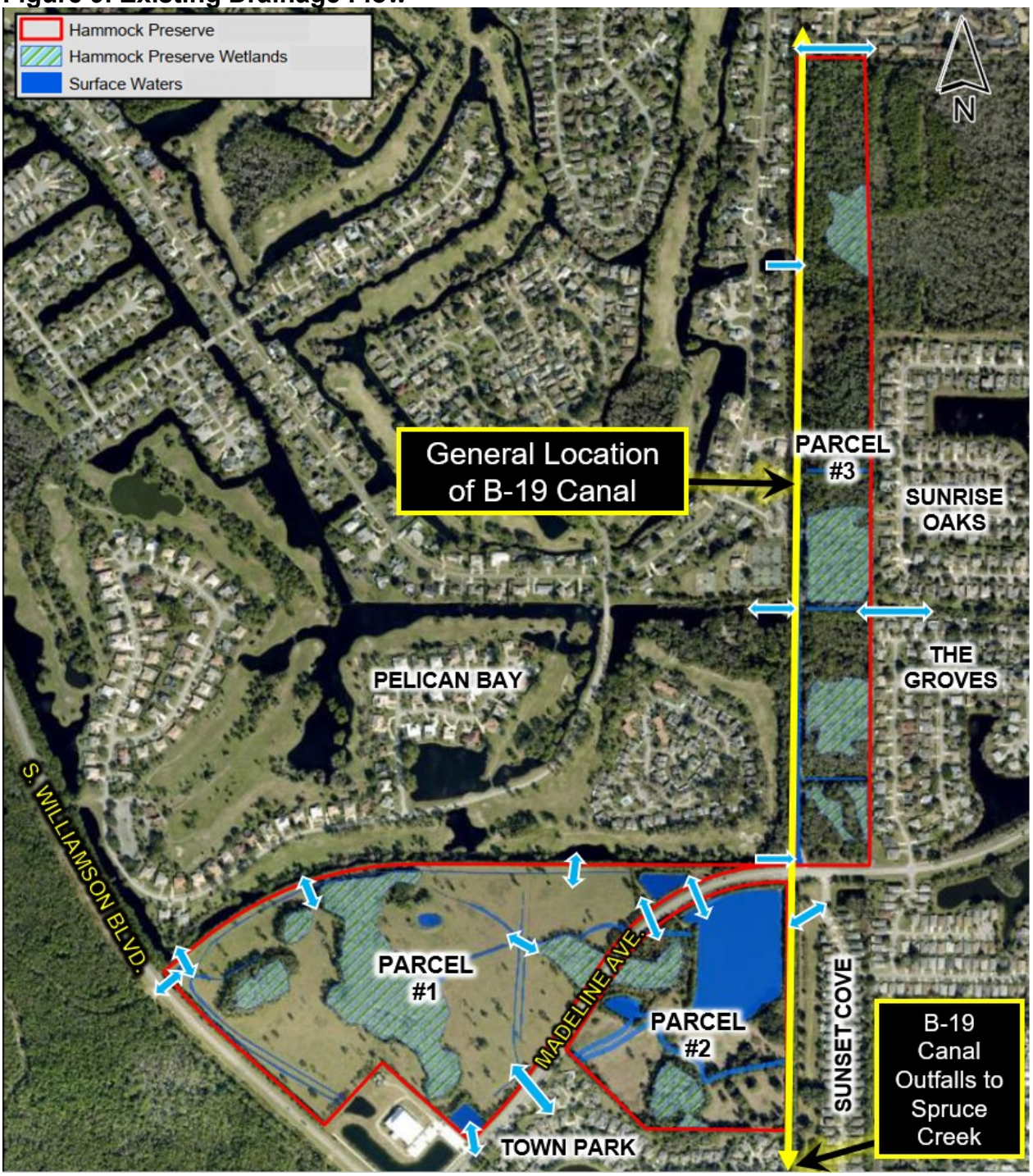
- The pond on Parcel 2 holds stormwater from Parcel 1 and 2. Along the east side of Parcel 2 is the B-19 Canal, but based on the survey provided by the applicant, there is no direct outfall from Parcel 2 into the B-19 Canal. However, during storm events beyond a 100-year, 24-hour event (An example Storm Event would be Hurricane Ian in 2022), there would be overland drainage from Parcel 2 into the B-19 Canal.

- The B-19 Canal runs along the west side of Parcel 3, along with a series of ditches on Parcel 3 that convey stormwater from adjacent subdivisions (Yorktown Estates, Sunrise Oaks, and The Groves) to the B-19 Canal. Based on the survey provided by the applicant, there is no outfall from Parcel 3 to the B-19 canal or under Madeline Avenue to Parcel 2. However, since Parcel 3 is lower than the surrounding developed areas when the B-19 Canal overflows its top of bank, water will stage on Parcel 3.

- According to the applicant, the three parcels are currently hydraulically connected to the B-19 canal and also assist with the routing of adjacent stormwater systems that flow through to the B-19 Canal.

- Generally, the area between Clyde Morris Boulevard and Williamson Boulevard south of Beville Road and areas west of I-95 drain to the B-19 Canal and ultimately outfall to Spruce Creek, which is tidally influenced.

Figure 9. Existing Drainage Flow



- The proposed stormwater drainage infrastructure for the PUD will be provided as generally depicted on the CDP. The proposed development spans three parcels located within Flood Zone AE and a designated floodway.

- Parcel 1 will include a network of ponds, wetlands, and existing drainage canals or ditches that will be designed to treat and attenuate runoff, facilitate efficient water management, and mitigate environmental impact.

- According to the project engineer, the interconnected ponds on Parcel 1 will treat runoff before discharging into a centralized existing wetland. Discharge into the wetland will help maintain water quality and contribute to wetland hydration, fostering a sustainable environment for wildlife. In addition, stormwater will also be discharged to the Pelican Bay ditch, at the north end of Parcel 1, which eventually outfalls into the B-19 Canal.

Figure 10. Proposed Stormwater System for PUD



- The CDP also includes compensating storage ponds on Parcels 2 and 3. According to the project engineer, the compensating storage ponds are strategically positioned to mitigate or offset the effects of the impact of the

development on Parcel 1 and a portion of Parcel 2 that requires fill to be added within the flood plain. Compensatory storage ponds are used to balance the loss of natural flood storage capacity when fill or structures are placed within the floodplain.

- If the PUD is approved, formal engineered drainage plans are required to be submitted as part of any site or subdivision plan application. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities designed to accommodate and treat a 100-year, 24-hour storm event (approximately 11 inches of rain over a 24-hour period). In addition to meeting the requirements in the LDC, the stormwater system will also be required to meet the stormwater requirements of the St. Johns River Water Management District, and there could be possible permitting required through FEMA. Surrounding residential developments were developed using the same drainage standards.

Schools

- Students generated from this development would be assigned to South Daytona Elementary, Silver Sands Middle, and Atlantic High schools. Students may apply to attend a different high school based on acceptance into an academy or special program offering.

- The Volusia County School District has determined there is adequate school capacity at the existing schools for the estimated one hundred twenty (120) students anticipated to be generated by the proposed 873 multi-family units. (Exhibit 4).

- At the time a site plan is submitted to develop the multi-family units, the School District will complete another concurrency review.

Traffic

- Although a full Traffic Impact Analysis (TIA) is not required for a PUD rezoning, a Traffic Memorandum has been prepared by the applicant's traffic engineering firm, LTG Engineering & Planning, and has been reviewed by staff. A Traffic Impact Analysis (TIA) is not required for a PUD rezoning; a TIA is required when a specific development site plan or subdivision is submitted, and the TIA will thoroughly analyze access, potential trip generation, and roadway and intersection improvements.

- If the PUD is approved, the specific site development proposals for the subject property will be required to comply with the City's Transportation Concurrency Management requirements in the LDC at the time of development, requiring adequate transportation facilities (turn lanes, signal retiming, roadway widening, etc.) to be provided or to mitigate their impacts. The developer may be required to enter into a Proportionate Fair-Share Agreement with the City and Volusia County to pay for part of scheduled improvements for any impacted areas or recommended roadway improvements, similar to other developments within the city. Recommended roadway improvements will be completed as required by a

TIA, site, or subdivision plan or through the Volusia County Driveway permitting process.

- Based on the current Future Land Use designations for Parcels 1-3, the PUD site could be developed with a maximum of 873 residential dwelling units (single-family homes or multi-family), which is estimated to generate about 447 AM peak hour (7 AM to 9 AM) trips and 514 PM peak hour (4 PM to 6 PM) trips and 5,537 Daily trips.

- Under the proposed PUD, the 873 multi-family dwelling units on Parcel 1 and 40,000 square feet of commercial uses on Parcels 1 and 2 could potentially generate about 432 AM peak hour (7 AM to 9 AM) trips and 405 PM peak hour (4 PM to 6 PM) trips, and 6,819 Daily trips, over the entire development.

- According to the Traffic Memo provided by the applicant, if the PUD is developed at the maximum density and intensity, it could generate fewer PM peak hour trips than if the three parcels were developed under the maximum residential density allowed by the current Future Land Use designations for the three parcels and overall (Table 5) but more daily trips if the three parcels were developed under the maximum residential density allowed by the current Future Land Use designations for the three parcels and overall (Table 5).

Table 5. Net Change in Estimated Vehicular Trips

	Intensity	**Approx. Peak Hour and Daily Trips**
Current Property (Parcels 1-3)	**Vacant**	**0 AM / 0 PM / 0 Daily**
Development Under Existing Future Land Use Designations	321 Single-Family Homes 522 Multi-Family Units **Total**	215 AM / 298 PM/ 2,950 Daily 231 AM / 216 PM / 2,587 Daily **447 AM / 514 PM / 5,537 Daily**
*Potential Trip Generation under Proposed Zoning	873 Multi-Family Units 40K Commercial **Total**	368 AM / 303 PM/ 4,118 Daily 64 AM / 102 PM/ 2,701 Daily **432 AM / 405 PM / 6,819 Daily**
***Potential Net Change under Proposed Zoning**		**-15 AM/ -109 PM / +1,282 Daily**
***The pass-by capture and internal capture factors were applied to the AM and PM peak trips generated.		

- The proposed commercial is placed in a location to allow pass-by trips for residents who will stop in on their way to and from their homes. By providing neighborhood commercial uses, the proposed development will provide the potential for shorter vehicle trips for services to existing residents.

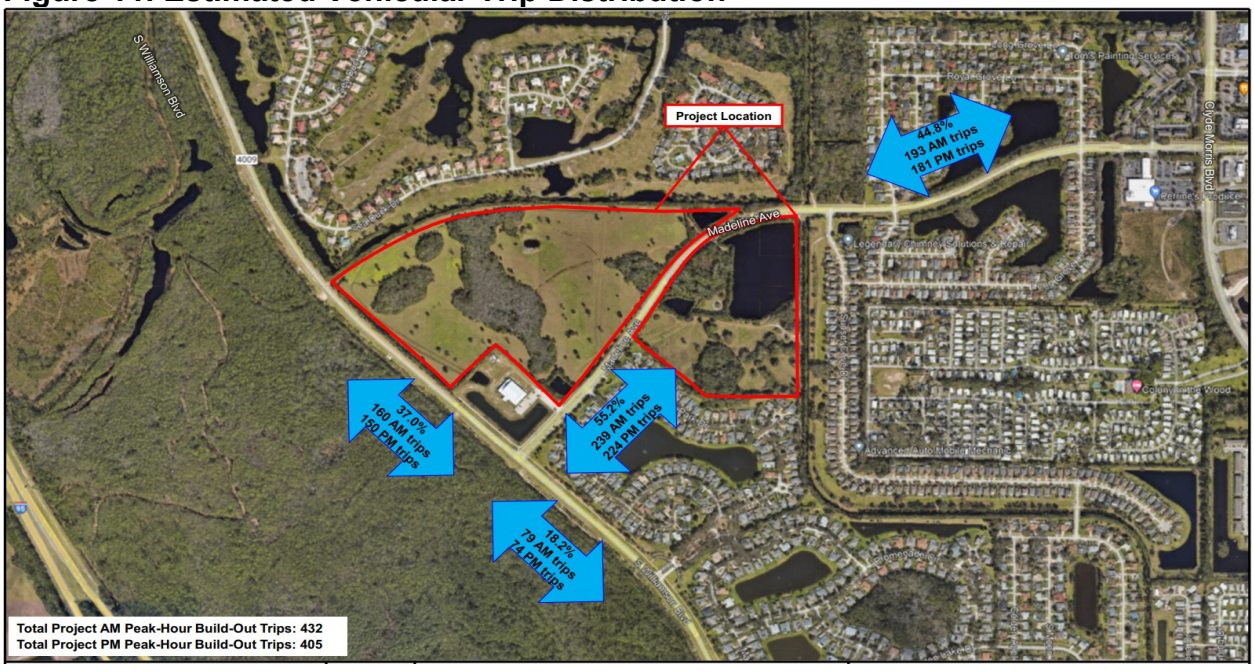
- According to the latest traffic counts available for Williamson Boulevard and Madeline Avenue, there is not capacity currently for the anticipated daily vehicular trips estimated to be generated by the proposed Hammock Preserve PUD project (Table 6).

Table 6. Roadway Capacities for Roadways Adjacent to Hammock Preserve

Roadway Segment	Maximum Capacity Vehicles Per Day	2019 Volume Per Day	2020 Volume Per Day	2021 Volume Per Day	2022 Volume Per Day	2023 Volume Per Day	Remaining Capacity Vehicles Per Day	V/C Ratio****
* Williamson Boulevard (Madeline Avenue to Beville Road)	17,050	19,740	15,200	14,430	16,200	N/A	850	0.95
* Williamson Boulevard (Madeline Avenue to Willow Run Boulevard)	17,050	18,590	15,200	14,840	16,200	N/A	850	0.95
** Madeline Avenue (Clyde Morris Boulevard to Town Park Drive)	14,404	12,304	10,701	12,233	13,943	13,081	1,323	0.91
**Madeline Avenue (Town Park Drive to Williamson Boulevard)	14,404	12,304	N/A	N/A	N/A	11,425	2,979	0.79
* Source: Traffic counts provided by Volusia County Traffic Engineering **Source: City of Port Orange, Traffic counts conducted by Traffic Engineering Data Solutions, Inc. (TEDS); and Volusia County Traffic Engineering								
****Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.								

- **Site Vehicular Trip Distribution:** The Traffic Memorandum prepared by LTG estimates that the distribution of traffic to and from the site will be split, with 37% of the trips (160 AM trips, 150 PM trips) utilizing northbound Williamson Boulevard, 18.2% (79 AM trips, 74 PM trips) using southbound Williamson Boulevard, and 44.8% (193 AM trips, 181 PM trips) using Madeline Avenue (Figure 11).

Figure 11. Estimated Vehicular Trip Distribution

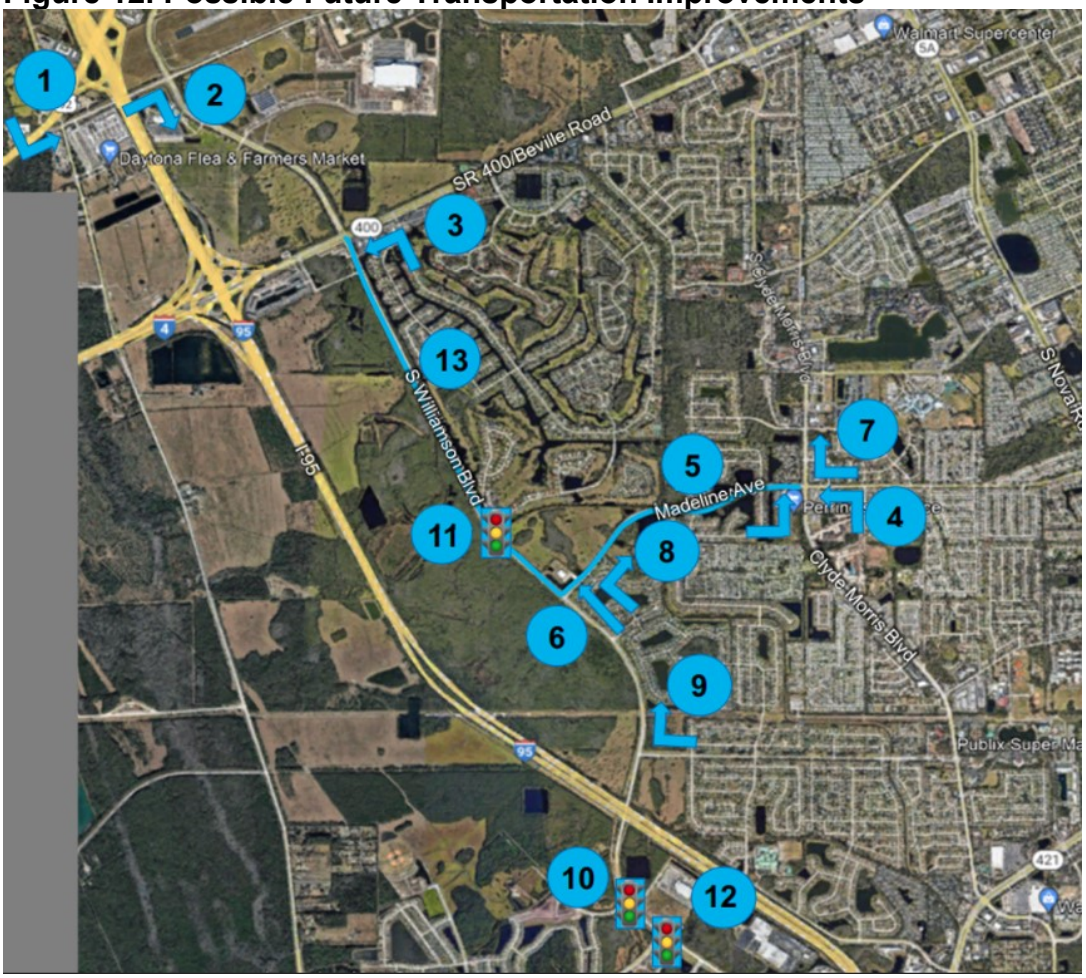


Transportation Improvements: There is no specific development proposal (site plan) or TIA at this time to fully analyze traffic impacts on the development of 873 multi-family units and 40,000 square feet of shopping center uses. However, the applicant did provide a preliminary analysis that can be used to estimate potential roadway impacts with the development of 873 multi-family units and 40,000 square feet of shopping center uses and the possible future roadway projects that may be needed to ensure adequate transportation facilities as part of the proposed PUD.

- If the PUD is approved and as part of the site plan and/or subdivision development applications, the developer will be required to prepare a Traffic Impact Analysis (TIA) according to the adopted County-wide standards that will analyze and determine the roadway improvement projects to be completed along with the project or payment provided toward the future completion of a project.

- The Traffic Memorandum analyzed the Level of Service (LOS) for adjacent roadway segments and notable intersections within the general area of the PUD. The improvements listed below are subject to change based on analysis results from a TIA at the time development is proposed and are **not** an official list of the improvements required to be completed as part of this PUD.
    1. Bellevue Avenue at Tomoka Farms Road:
        i. Extend the existing southbound left turn lane.
    2. Williamson Boulevard at Bellevue Avenue:
        i. Extend the existing eastbound right turn lane.
    3. Williamson Boulevard at SR 400/Beville Road:
        i. Extend the existing northbound left turn lane.
    4. Madeline Avenue at Clyde Morris Boulevard:
        i. Extend the existing eastbound left turn lane and northbound left turn lane.
    5. Madeline Avenue from Clyde Morris Boulevard to Williamson Boulevard:
        i. Widen from 4 lanes to 2 lanes from Clyde Morris Boulevard to Williamson Boulevard.
    6. Williamson Boulevard at Madeline Avenue:
        i. Add a northbound through lane.
    7. Madeline Avenue at Clyde Morris Boulevard:
        i. Add a westbound right turn lane.
    8. Williamson Boulevard at Madeline Avenue:
        i. Extended northbound right turn lane
    9. Williamson Boulevard at Willow Run Boulevard:
        i. Extend the westbound right turn lane.
    10. Williamson Boulevard at McGinnis Avenue:
        i. Optimize signal timing to handle fluctuations in traffic throughout the day to minimize traffic congestion.
    11. Williamson Boulevard at Project Driveway #2:
        i. Signalize intersection.
    12. Williamson Boulevard at Town West Boulevard:
        i. Analyze turn lanes (southbound right turn lane and northbound left turn lane)
    13. Williamson Boulevard from Madeline Avenue to SR 400/Beville Road:
        i. Widen from 2 lanes to 4 lanes. Volusia County is currently preparing design plans and anticipates the design plan and permitting to be completed by the end of 2024 and construction beginning late 2025.

Figure 12. Possible Future Transportation Improvements



- The proposed turn lane and through lane improvements will add roadway capacity at intersections, reduce delays on roadway segments, allow turning vehicles to decelerate away from through traffic, eliminate or reduce queues in the through lane, and improve roadway safety.

POLICY ISSUE

The following is an analysis of the one (1) requested deviation from the Land Development Code (LDC) in the proposed Hammock Preserve PUD. The PUD zoning district allows the applicant to request flexibility from standard code requirements. To be eligible for this flexibility, the applicant must provide an innovative design. The Planning Commission and City Council will need to consider the following deviations from the LDC requested by the applicant:

1. Increase the maximum building height for a PUD to be greater than 35 feet.

   The MDA includes a maximum building height for multifamily uses at 45 feet within 100 feet of the PUD boundary, 65 feet where a building is located farther than 100 feet from the PUD boundary, and a maximum building height of 45 feet for commercial uses at Parcel 1.

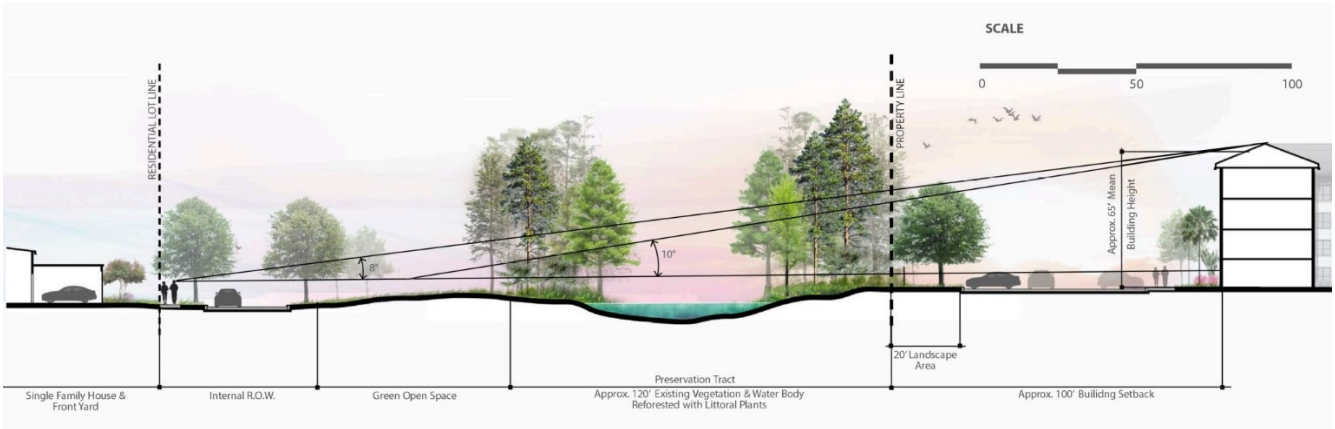
- Based on the proposed setbacks in the MDA and the current location of existing family homes adjacent to the PUD (Town Park and Pelican Bay), no existing single-family home would be closer than over 100 feet from a multi-family building, with actual separation ranging from 130 feet to 225 feet on Parcel 1 (Figure 13).

Figure 13. Distance from PUD Boundary and Nearest Structures



- According to the applicant, the intent of the limiting the maximum building height to 45 feet within 100 feet from the PUD boundary, is to mitigate the impacts of buildings on adjacent single-family homes.

Figure 14. Illustrative Rendering of Perspective from Pelican Bay (Sea Duck Drive) towards the Parcel 1 of the Proposed Hammock Preserve PUD



- The Land Development Code currently allows a maximum building height of 45 feet for properties zoned with a conventional city Multi-family or Commercial zoning designation.

- The proposed PUD will be buffered from adjacent properties through a mixture of planted perimeter landscape buffers and the preservation of existing vegetation (Figure 14 on Page 22).

- According to the applicant, the requested height allows the clustering of the residential units on Parcel 1 in a manner that allows for the preservation of large tracts of open space and stormwater/compensatory storage areas on Parcels 2 and 3.

- According to the applicant, the Architectural design for all sides of the multi-family buildings will focus on functionality, sustainability, neutral colors, and architectural embellishments.





CONSISTENCY WITH THE COMPREHENSIVE PLAN

- A Comprehensive Plan Amendment is being processed concurrently with the proposed PUD rezoning to amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation of ±5.2 acres on Parcel 1 from *Urban Medium Density Residential* (4-8 units/acre) to *Commercial* and to change the FLU designation of Parcel 2, consisting of ±32.4 acres, from *Suburban Residential* (0-2 units/acre) to ±29.9 acres of *Urban Medium Density Residential* (4-8 units/acre) and ±2.5 acres of *Commercial*.

- As part of the Comprehensive Plan Amendment a FLU Element text amendment would limit the development on Parcel 1 (6201-00-00-0010) to a maximum of 873 residential units and 40,000 square feet of neighborhood commercial uses on Parcel 1 (6201-00-00-0010) and Parcel 2 (6201-00-00-0012).

    - *Proposed Future Land Use Element Policy:* The Hammock Preserve Planned Unit Development (PUD), which includes Parcels 6201-00-00-0010, 6201-00-00-0012, 6201-00-00-0011 and 5236-00-00-0015, shall be limited to a maximum of 873 residential units and 40,000 square feet of neighborhood commercial uses over the property as a whole. The gross

residential density within the overall PUD shall be clustered on Parcel 1 (Parcel 6201-00-00-0010) to allow for increased open space, preservation of natural areas, and provide needed areas for drainage on Parcels 2 (Parcel 6201-00-00-0012) and 3 (Parcels 6201-00-00-0011 and 5236-00-00-0015). Neighborhood commercial square-footage shall be distributed between Parcels 1 and 2, so long as the gross amount of neighborhood commercial square-footage does not exceed the amount set forth in this policy, and so long as commercial square-footage south of Madeline Avenue does not exceed 10,000 square feet in total.

- The Comprehensive Plan states that the *Urban Medium Density Residential* designation allows for the development of various types of residential uses, such as duplexes, villas, cluster homes, townhouses, mobile homes, manufactured homes, or multi-family development at densities between four (4) to eight (8) units per acre. The density of the proposed Hammock Preserve PUD is 6.2 residential units per acre. As shown in Table 1, the density for the proposed Hammock Preserve PUD is compatible with the density of the existing FLU for the subject property and the existing residential subdivisions in the surrounding area.

- The City's Comprehensive Plan, Future Land Use Element, Objective 2.8 states that the City shall discourage urban sprawl by directing development to the areas within the City's service area boundaries and areas where public facilities and services are available and encouraged infill development consistent with the underlying future land use designation. The proposed Hammock Preserve PUD is considered an infill development as it is currently surrounded by existing development or proposed development, and the subject property is served by existing public infrastructure and services (water, sewer, roads, fire, police, schools, etc.) that can support new development.

PUBLIC NOTICE

Public Notice signs were posted on the site on September 1, 2023. As of February 7, 2024, staff has received phone calls or office visits from thirty-four (34) people requesting general information regarding the proposed FLU amendment and related rezoning. Concerns included density, traffic, and drainage.

A neighborhood meeting was held by the applicant on October 2, 2023, at 6 p.m. at the Riverside Pavilion at 3431 Ridgewood Avenue and was attended by about 65 people. According to the applicant's summary of the neighborhood meeting (Exhibit 5), main questions and concerns from the residents that attended were regarding proposed density, drainage, and traffic, and the project's effect on their quality of life.

RECOMMENDATION

Staff recommends approval of the rezoning of rezoning of ±32.4 acres from R-8SF (single-family residential) to PUD (Planned Unit Development) and establishment of the Hammock Preserve Master Development Agreement and Conceptual Development Plan for the overall 149.2-acre site, subject to approval of the policy issue discussed in the staff report as requested by the applicant:

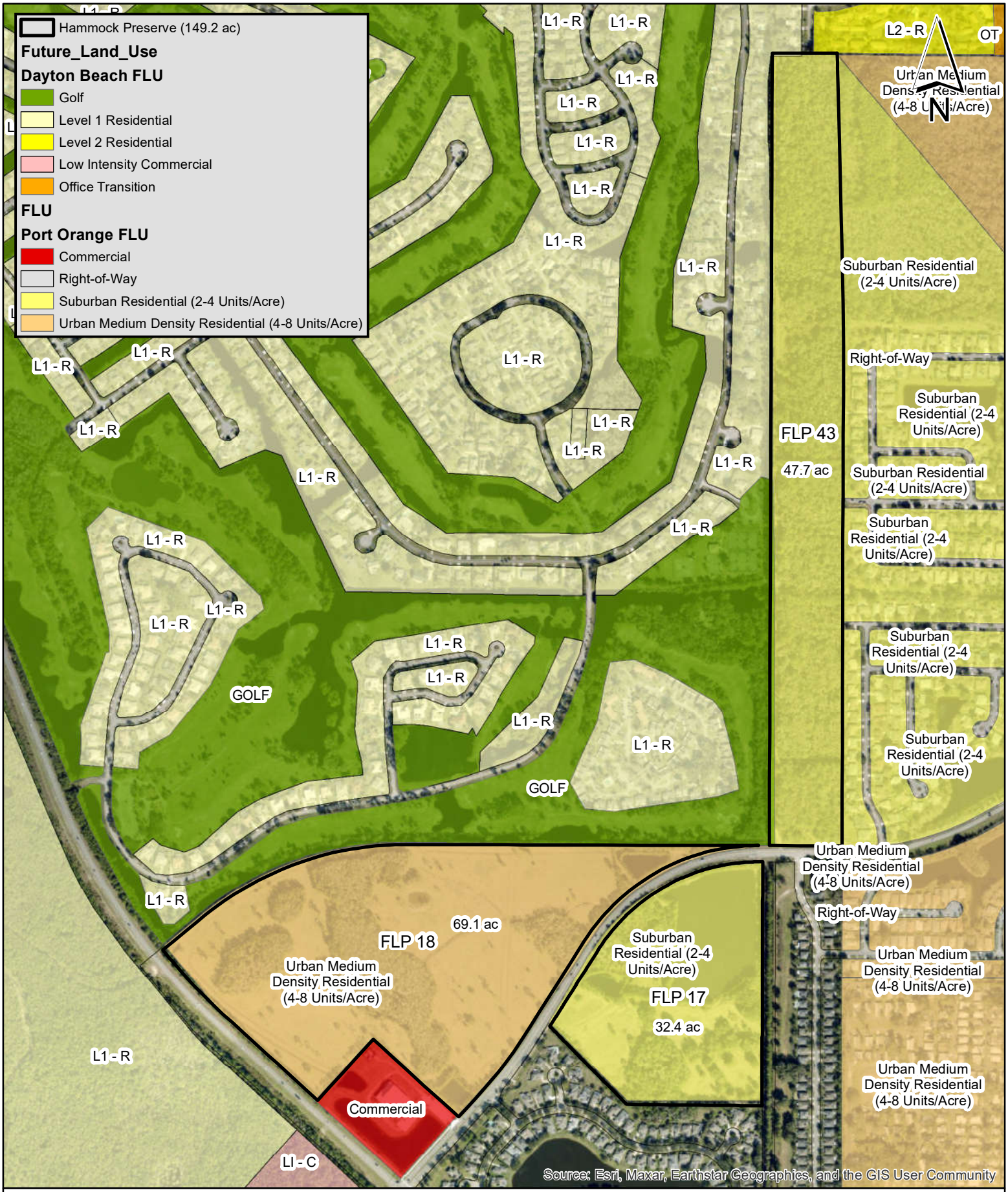
> *Policy Issue:* To allows a maximum building height for multifamily uses at 45 feet within 100 feet of the PUD boundary, 65 feet where a building is located farther than 100 feet from the PUD boundary, and a maximum building height of 45 feet for commercial uses on Parcel 1.

ATTACHMENTS

Exhibit 1 – Current and Proposed Future Land Use Map
Exhibit 2 – Current and Proposed Zoning Map
Exhibit 3 – Hammock Preserve Master Development Agreement and Conceptual Development Plan
Exhibit 4 – School District Review Letter
Exhibit 5 – Applicant's Neighborhood Meeting Summary

Exhibit 1

Current and Proposed Future Land Use Map



Info:

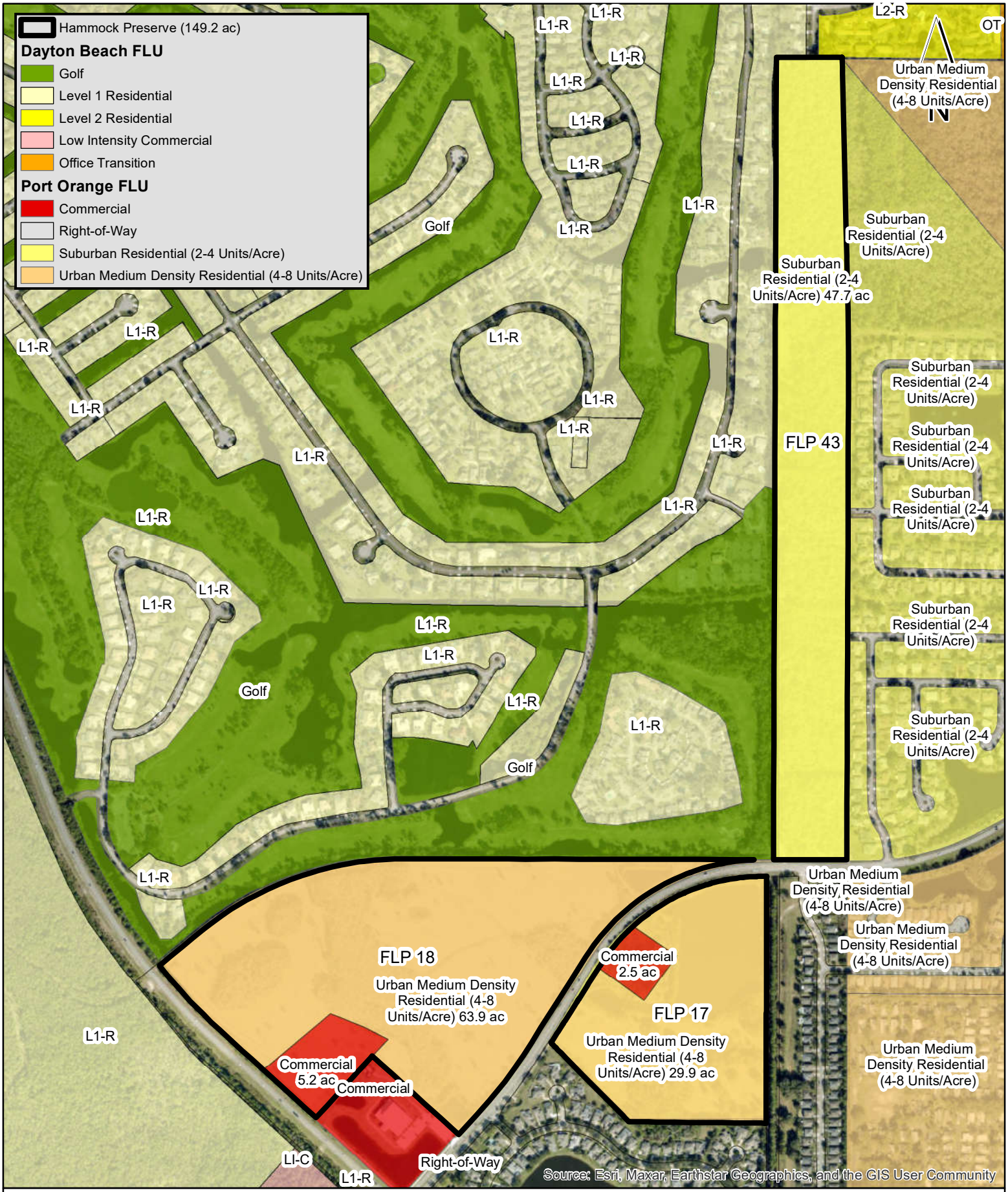
Date Saved: 11/30/2023 Created by: planigan

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750 375 0 750 Feet

Current Future Land Use Map
Hammock Preserve
Daytona Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



Info:

Date Saved: 11/30/2023 Created by: planigan

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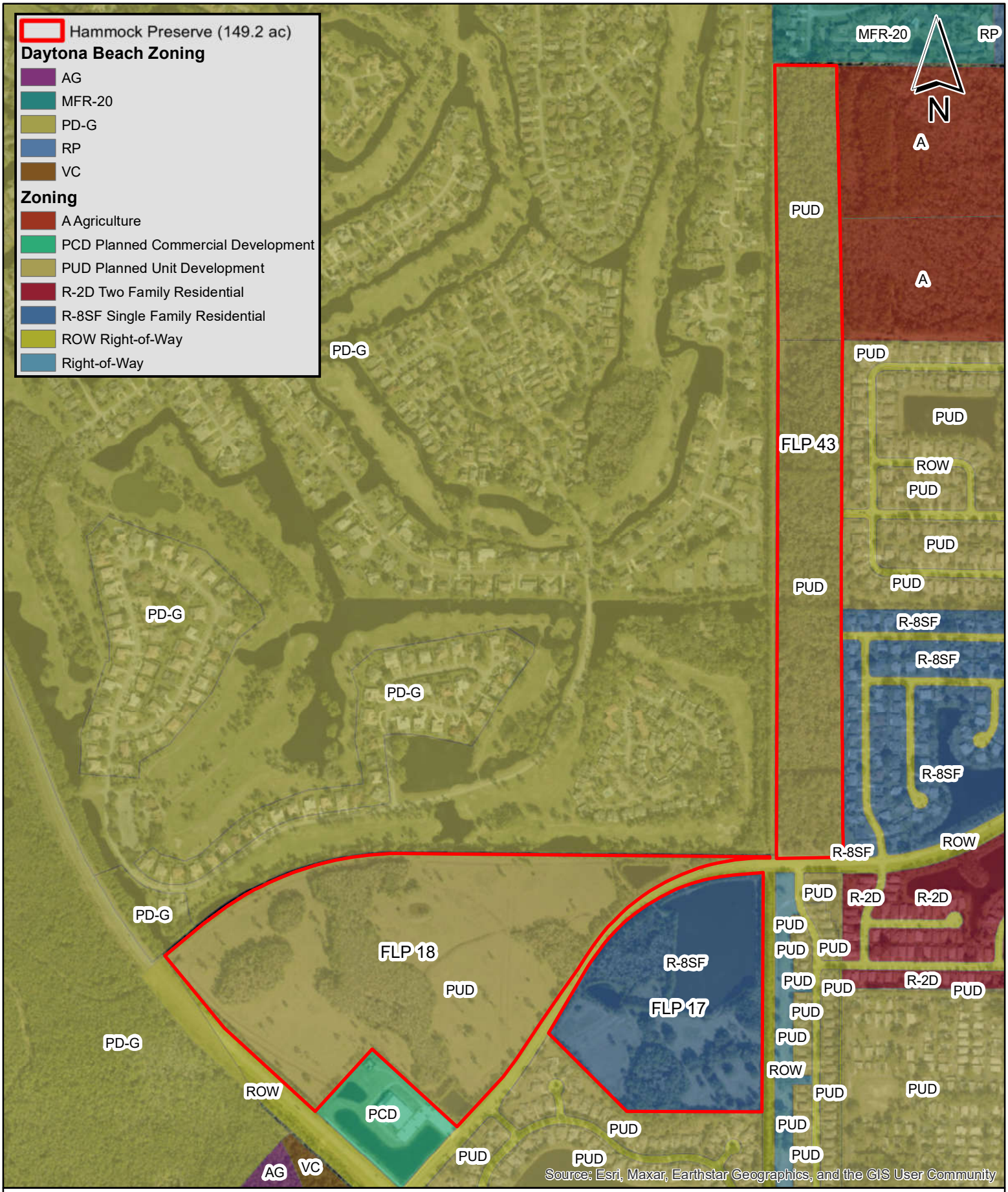
750 375 0 750 Feet

Proposed Future Land Use Map
Hammock Preserve
Daytona Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

Exhibit 2

Current and Proposed Zoning Map



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Date Saved: 5/30/2023 Created by: jdurant

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760 380 0 760 Feet

Current Zoning Map
Hammock Preserve
Daytona Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

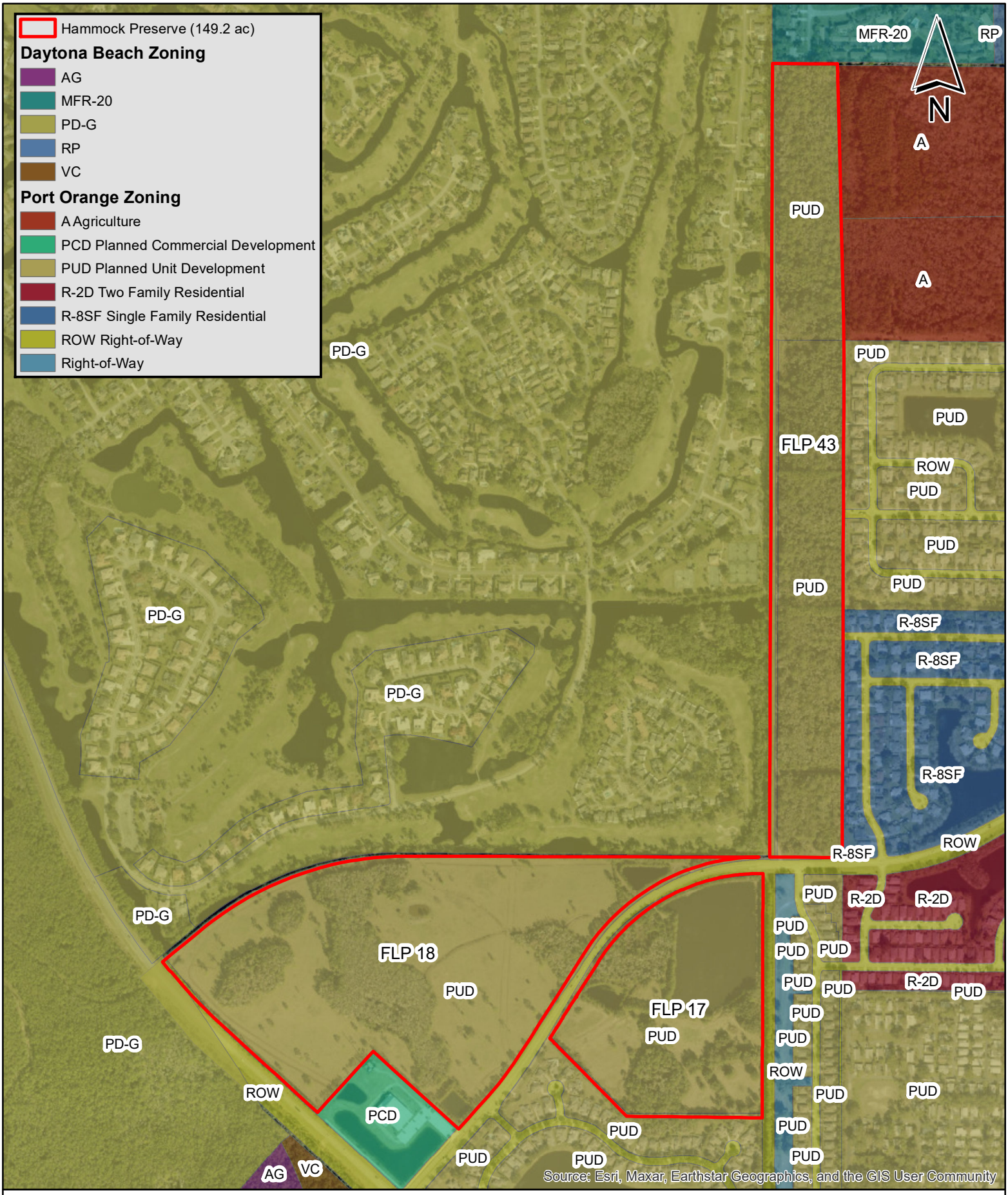

Hammock Preserve (149.2 ac)
Daytona Beach Zoning
AG
MFR-20
PD-G
RP
VC
Port Orange Zoning
A Agriculture
PCD Planned Commercial Development
PUD Planned Unit Development
R-2D Two Family Residential
R-8SF Single Family Residential
ROW Right-of-Way
Right-of-Way
N
MFR-20
RP
A
A
PUD
PUD
PUD

Exhibit 3

Hammock Preserve Master Development Agreement and Conceptual Development Plan

HAMMOCK PRESERVE PLANNED UNIT DEVELOPMENT PUD
MASTER DEVELOPMENT AGREEMENT

This Hammock Preserve Planned Unit Development ("PUD") Master Development Agreement ("MDA") is entered into by and between the City of Port Orange, a Florida municipal corporation (the "City"), and FL P17, LLC, a Florida limited liability company, FL P18, LLC, a Florida limited liability company, and FL P43, LLC, a Florida limited liability company (the "Owner"), including its successors and assigns, (collectively the "Parties"), hereby covenant and agree, and bind their successor and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "**HAMMOCK PRESERVE**", involves approximately +/- 149.2 acres of land which is legally described on Exhibit A attached hereto, and shall henceforth be referred to as the "Property". The Property is under ownership of the Owners, signatories to this Agreement. This Agreement between the City and the Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Hammock Preserve PUD provides for multifamily residential development and neighborhood commercial uses that protect the moderate-density and transitional character of the Madeline Avenue area while creating a node of activity within the Williamson Boulevard intersection. The Property will be developed with up to 873 residential units and 40,000 square feet of limited neighborhood commercial uses, as defined herein, with buffers that ensure the project is compatible with the surrounding, existing neighborhoods.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Hammock Preserve PUD, comprised of the MDA and the Conceptual Development Plan ("CDP"),

attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of roads, lots, amenities, and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to owners within the PUD. Collectively, this MDA and the CDP for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the CDP, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. If the Plan fails to address a particular subject or requirement, the applicable City ordinances, as defined by the City of Port Orange Land Development Code ("LDC") shall control. The parties acknowledge that compliance with the City's LDC may necessitate modification to the CDP. In the event modification to comply with the LDC is required, and the modifications to the CDP are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require the City Administrative Official's written approval and shall require execution of an amendment to memorialize said modification. If the Owner is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owner may appeal the decision pursuant to the LDC.

4. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for residential and neighborhood commercial purposes and developed as a community with common open space and other buffers as specified herein. The Property shall be developed for a maximum of 873 residential units, along with 40,000 sq. ft. of nonresidential uses allocated throughout the Property as further detailed herein. When considered in light of other

housing and community choices in the vicinity, the Hammock Preserve PUD will provide for a transitional residential development that creates a multifamily project that may include a variety of product types (traditional multifamily, townhome, and/or carriage house style units may be included) adjacent to the surrounding land use pattern.

The PUD will have an overall density of 873 residential units and a maximum nonresidential square footage of 40,000 sq. ft. which is consistent with the density and intensity requirements of the Future Land Use designations for the Property. The PUD shall be limited to 10,000 sq. ft. of nonresidential development located south of Madeline Avenue. This design also provides for a compatible transition between the varying densities and use types of the surrounding properties.

In order to assure that the Property is developed in substantial compliance with the Plan, a Unity of Title Agreement is necessary to establish the parcels that make up the residential areas subject to this PUD as a unified parcel whereby the use and development of which will be limited to the uses as set forth herein, including the transfer of residential density from Parcel 2 and Parcel 3 to Parcel 1. Developer hereby covenants that the residential portions of the Property, as identified by those parcels located within the Suburban Residential and Urban Medium Density Residential Future Land Use classifications, shall be held and conveyed as a single integrated parcel of land.

1. Permitted residential development:
    a. Parcel 1, as illustrated on CDP: 873 residential units
    b. Parcel 2, as illustrated on CDP: N/A
    c. Parcel 3, as illustrated on CDP: N/A
2. Permitted nonresidential development:
    a. Parcel 1, as illustrated on CDP: 40,000 sq. ft. – provided, however, that in the event commercial development is established on Parcel 2, as detailed herein, the allowable square footage on Parcel 1 shall be reduced by the amount of such

development.

b. Parcel 2, as illustrated on CDP: 10,000 sq. ft. – provided, however, that if Parcel 1 is developed for greater than 30,000 sq. ft., the allowable square footage of commercial development within Parcel 2 shall be reduced by an equivalent amount to the square footage over 30,000 sq. ft. placed within Parcel 1.

c. Parcel 3, as illustrated on CDP: N/A

Permitted neighborhood commercial uses shall be those uses listed herein:

Parcel 1:
Laundry and dry cleaning retail stores.
Child care centers
Community gardens
Adult/vocational education.
Banks.
Business services.
Clubs, lodges, and fraternal organizations.
Financial services.
Furniture and appliance stores and repair shops.
Health/exercise clubs.
Medical offices/clinics.
Offices.
Office supplies.
Personal services.
Restaurants (without drive through)
Retail home building materials.
Retail nurseries and garden supplies.
Retail sales and services.
Veterinary clinics.
Brewery
Craft food and beverage producer
Microbrewery
Theaters
Game/recreation facilities

Parcel 2:
Laundry and dry cleaning retail stores.
Child care centers
Community gardens
Adult/vocational education.
Banks.
Business services.
Financial services.
Health/exercise clubs.

Medical offices/clinics.
Offices.
Office supplies.
Personal services.
Restaurants (without drive through)
Retail sales and services.
Veterinary clinics.
Brewery
Craft food and beverage producer
Microbrewery

B. **Dimensional Requirements**

Lot dimensions and configurations within the Property are generally depicted on the CDP. The lot sizes and configurations shall comply with the minimum dimensional requirements described below. The lot dimensions and areas shown on Exhibit "B" may be adjusted during the final subdivision process.

1. Overall PUD Development Requirements

   a. Maximum Impervious Surface/Building Coverage: 40%

   b. Minimum Open Space: 60% (20% of which shall be common open space)

2. Multifamily Development Requirements

   a. Setbacks

      i. Williamson Boulevard: 50'

      ii. Madeline Avenue: 35'

      iii. Rear: 25'

      iv. Side: External to PUD: 25'
      Internal to PUD: 5'

   b. Maximum Building Height: 45' within 100' of PUD Boundary, all others 65'(measured from the grade to the mid-point of the trusses)

   c. Minimum Open Space: 30%

d. Maximum Impervious Surface/Building Coverage: 70%

e. Minimum Living Area: 750 square feet

f. Minimum lot area: 20,000 square feet

g. Minimum lot width: 100 feet

3. Nonresidential Development Requirements

a. Setbacks

i. Williamson Boulevard: 50'

ii. Madeline Avenue: 35'

iii. Rear: 25'

iv. Side: External to PUD: 25'
Internal to PUD: 5'

b. Maximum Building Height: Parcel 2: 25'
Parcel 1: 45'

c. Minimum Open Space: 30%

d. Maximum Impervious Area/Building Coverage: 70%

e. Minimum lot area: 20,000 square feet

f. Minimum lot width: 100'

C. **Open Space**

60% of the overall Hammock Preserve PUD shall be open space, of which 20% shall be common open space.

5. ARCHITECTURAL STANDARDS AND REVIEW

The overall architectural theme of the project shall comply with Chapter 14 of the LDC requirements and be consistent with a Modern Coastal Florida Architectural style that focuses on functionality, sustainability, and outdoor living through the use of clean lines, neutral colors, and open plans that include a living connection to nature. Representative imagery presenting the

general theme of the proposed development is included herein as Exhibit C, although different elevations for the proposed development may be approved so long as the architectural theme set forth herein is met.

6. PHASING

The development of the Hammock Preserve PUD may occur in a single or multiple phases. Each proposed phase shall include the construction of all subdivision and infrastructure improvements necessary for said phase to stand alone, including any necessary transportation improvements to support that phase. Project amenities, such as park areas and on-street parking spaces within private streets, shall be constructed prior to issuance of a certificate of occupancy for the first structure in the phase in which they are located. Any proposed phasing must meet the minimum requirements of the City LDC.

7. SANITARY WASTE, STORMWATER, AND POTABLE WATER

The Owner will extend water and sewer lines to serve the Property and the development authorized herein, as necessary, and the water and sewer lines shall be private utilities. If the City desires to extend the water and sewer lines prior to the Owner's need for installation of the Owner's lines, the Owner shall grant the necessary utility easement to the City and the City shall install and pay for such lines. All lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD.

Irrigation to be provided by the lowest quality water source, including reclaimed water, surface/storm water, or an irrigation well if available. If a lower quality water source is not available or not deemed feasible pursuant to St. Johns River Water Management District Rule or applicable state law, then potable water may be considered for irrigation. Potable water and sanitary sewer will be supplied to the Property by City of Port Orange. The Owner shall be responsible for any utility infrastructure upgrades needed for the development, including the

relocation of any existing utilities. Improvements will be constructed in accordance with City of Port Orange Utility Construction Standards.

Runoff from higher adjacent lands, if any, shall be considered as part of site plan and subdivision review, and provisions for conveyance of said runoff shall be included in the drainage plan. The stormwater report shall include the depressional storage volume when modeling the pre-existing conditions for the 25 year/24 hour and 100 year/24-hour frequency storms. The minimum floor finished elevation shall be one foot above the Base Flood Elevation project wide. The Owner shall comply with the City's LDC and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

The proposed development will require the Owner's development of hydrologically connected compensatory storage facilities, as generally depicted on the CDP. Review of impacts to areas within the floodplain or floodway will require detailed analysis in the form of a Flood Impact Analysis, which shall be reviewed and approved by the City and any other agency as required by law, prior to development within the Property. Floodplain compensatory storage volume for development on the adjacent property located at 4015 S Williamson Blvd. is existing at the time of approval of this Agreement. The Property shall ensure that the connection to the floodplain is maintained through the Property and the existing compensatory storage volume is not isolated from the floodplain as a result of development of this Property, or an equivalent volume of compensatory storage shall be provided within the Property.

8. ACCESS, PARKING, SIDEWALKS, AND ROADWAY CAPACITY

A. **ACCESS**. The exact location of all driveways and/or roadways and reserved street names, as applicable, will be provided and depicted when the Property is subject to the subdivision or site plan review process. Access will be provided in accordance with the LDC, and internal roadways and drive aisles shall be private.

B. **PARKING**. Parking shall be provided consistent with the LDC.

C. **SIDEWALKS**. Sidewalks shall be constructed as required by the LDC and as depicted on the CDP. Along the north side of Madeline Avenue, within the right-of-way, an 8-foot-wide sidewalk is required for the two parcels on the north side of Madeline Avenue. Along the south side of Madeline Avenue, within the right-of-way, a 5-foot-wide sidewalk is required for the parcel on the south side of Madeline Avenue. Along the east side of Williamson Blvd., within the right-of-way, an 8-foot-widesidewalk is required for the parcel on the east side of Williamson Blvd.

D. **ROADWAY CAPACITY**. Development of the Property will result in the creation of traffic generation that will need to be analyzed in accordance with Section 9, Concurrency, below. The Owner has completed an initial review of transportation facilities in the vicinity of the site and has determined that additional review is necessary to determine if the improvements listed herein will be required in line with site development. The Owner shall perform a Traffic Impact Analysis (TIA) that analyzes and determines the necessity and feasibility of each of the improvements listed below at the time of site development.

I. Analysis and potential improvement of the southbound right at McGinnis Avenue and Williamson Boulevard;

II. Analysis of signal timing and coordination of the traffic signals at Williamson Boulevard and McGinnis Avenue and Williamson Boulevard. and Town West Boulevard;

III. Installation of second left turn lane on Southbound Williamson Boulevard onto Eastbound Madeline Avenue;

IV. Analysis and installation of safety and capacity intersection improvements at Madeline Avenue and Clyde Morris Boulevard, as warranted; and

V. Analysis and potential improvement to the southbound right turn lane located at Williamson Boulevard and Town West Boulevard.

VI. Additional improvements may be required following review of the Traffic Impact Analysis for the Property during site plan review.

9. CONCURRENCY.

The development of the Property shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by Owner for which impact fee credits can be awarded.

10. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Owner shall form and incorporate a non-profit property owners association (the "POA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to stormwater drainage systems within the Property, the vehicle staging and mail kiosk areas, and the entrance features and landscape buffers on the Property.

The general scope and format of the POA documents, and the covenants and restrictions, will be similar in concept to the documents of similar associations in Port Orange. The covenants and restrictions governing the Property and association responsibility shall be executed and recorded in the Public Records of Volusia County, Florida. The POA will have a board of directors to legislate and govern the rules and orders of the HOA. The POA board will have the means and authorization to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each member requiring the maintenance and service of their own individual building site. The POA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The POA covenants and restrictions shall include provisions limiting on-street parking within the development to those parking areas identified during site plan or subdivision review of the proposed private roadways, and shall include provisions requiring the ongoing maintenance and repair of any sidewalks and roadways not dedicated to the City. The POA may charge and collect

dues to maintain operate and service all common facilities on the Property. The POA will have authority to place a lien against individual building sites to collect unpaid POA dues. The owner of each lot within the Property will automatically become a member of the POA by virtue of purchasing a building subject to the rules, covenants, and restrictions of the POA. The POA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the storm water drainage facility, the City shall have the right to enter upon the common area of the Property and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the Property for the cost of such maintenance, repair, and replacement as the City may deem necessary. If requested by the City and as otherwise needed for plat improvements, the Owner will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Owner may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

11. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, of the Port Orange LDC, a perimeter buffer shall be provided as shown on the CDP and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the Property and surrounding neighborhoods. There shall be a perimeter buffer with a width of fifty (50) feet along the Property boundary adjacent to Williamson Boulevard and along the eastern boundary of Parcel 3, thirty-five (35) feet along Madeline Avenue, and twenty (20) feet along all other perimeters. The planting standard along Madeline Avenue shall be comprised of six (6) shade trees, seven (7) understory trees, and fifty-five (55) shrubs per 100

linear feet. All buffers will remain as existing conditions or at time of each lot build out shall be required to install minimum landscape requirements for the Port Orange LDC.

12. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Owner will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of the City's LDC. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

13. EXPIRATION

Development of the Hammock Preserve PUD shall commence within five (5) years from the effective date of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Owner and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This Agreement shall become effective and run with the land upon recording by the City of Port Orange at the Owner's expense in the public records of Volusia County, Florida.

15. AMENDMENTS AND VARIANCES

A. Amendments. Amendments to this Agreement and CDP shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange LDC.

B. Administrative Variances. Pursuant to the LDC, as applicable, the City may grant an administrative variance for this PUD from the requirements of the LDC, as applicable, when deemed appropriate by the administrative official. Application for administrative

variances from the requirements of this PUD shall be made on the appropriate forms provided by the City for that purpose and shall be accompanied by the appropriate review fee. Furthermore, an administrative variance is not applicable to deviations from the LDC as established herein.

16. COMFORMANCE WITH THE LAWS

The Owner agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the CDP for the Property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owner's successors in title will be bound by the Owner's commitments made in the Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

18. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the Parties with respect to any subject comprehended by this Agreement is hereby voided

and superseded by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this ____day of _____, 20____.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

_____
Name:_____

By: _____
Donald O. Burnette, Mayor

_____
Name:_____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this __ day of _____, 2024, by Donald O. Burnette as Mayor, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

Attest: _____
Robin L. Fenwick, MMC, City Clerk

_____
Name: _____

_____
Name:_____

Date: _____, 2024

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this __day of _____, 2024, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

Signed, sealed and delivered in the presence of:

FL P18, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P18, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

FL P17, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P17, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Signed, sealed and delivered in the presence of:

FL P43, LLC ("Owner")

_____
Witness 1

By: _____
Name: _____

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __day of _____, 2024, by _____of FL P43, LLC, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit A
Legal Description

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) N 89 DEGREES 51 MINUTES 09 SECONDS W, A DISTANCE OF 434.79 FEET; 2) N 89°50'18" W, A DISTANCE OF 45.21 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S 00°10'25" W ALONG THE WEST LINE OF THE 80 FOOT BOUNDARY OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1479.57 FEET TO A POINT ON THE NORTH LINE OF TOWN PARK P.U.D. PHASE 1B AS RECORDED IN MAP BOOK 48, PAGES 14 THROUGH 17 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH LINE; 1) N 89°21'52" W, A DISTANCE OF 822.00 FEET; (2) N 44°35'36" W, A DISTANCE OF 663.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MADELINE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1152 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; 1) N 32°23'42" E, A DISTANCE OF 549.47 FEET; 2) THENCE NORTHEASTERLY, 1159.45 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'00" (CHORD BEARING N 61°16'42" E, 1110.96 FEET); 3) S 89°50'18" E, A DISTANCE OF 23.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES SOUTH OF THE SOUTH LINE OF COLEMAN'S THIRTY ACRES, AS RECORDED IN MAP BOOK 40, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

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Exhibit B
Conceptual Development Plan

Exhibit C
Representative Imagery

Exhibit A
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Exhibit B
Conceptual Development Plan

HAMMOCK PRESERVE

CITY OF PORT ORANGE - VOLUSIA COUNTY, FL

CONCEPTUAL DEVELOPMENT PLAN

OWNER:
FLP 17LLC., FLP 18LLC., FLP 43LLC.
259 BILL FRANCE BLVD.
DAYTONA BEACH, FL 32114
PHONE NUMBER: (386) 295-9676
FAX NUMBER
CONTACT PERSON: MATTHEW CACOLO
e-mail: mcacolo@veecorpm.com

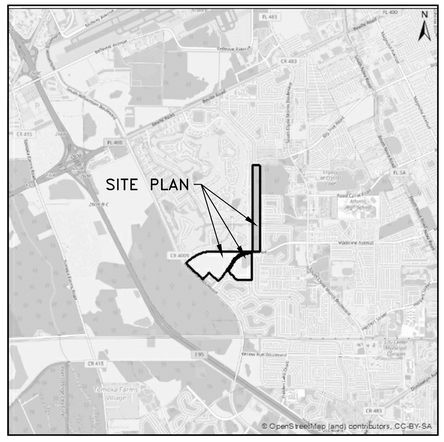
CIVIL ENGINEER:
ZEV COHEN & ASSOC.
300 INTERCHANGE BLVD., SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: KRIS ROWLEY, P.E.
e-mail: krowley@zevcohen.com

SURVEYOR:
GEOPOINT SURVEYING, INC
213 HOBBS STREET
TAMPA, FL 33619
PHONE NUMBER: (813) 248-8888
FAX NUMBER: (813) 248-2266
CONTACT PERSON: DAVID A. WILLIAMS, P.S.M., R.P.L.S.
e-mail: davidw@geopointsurvey.com

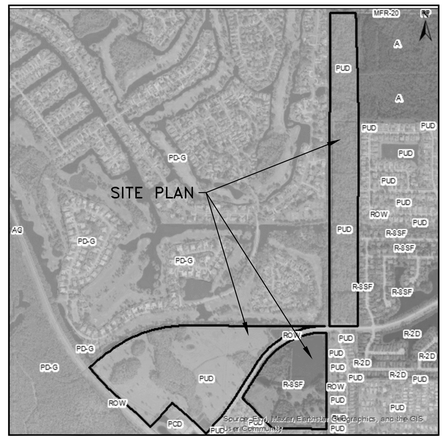
LANDSCAPE ARCHITECT:
DANIEL ROGERS LANDSCAPE ARCHITECTURE
1775 MOHAWK TRAIL
MAITLAND, FL 32751
PHONE NUMBER: (407) 353-0112
FAX NUMBER: (386) 677-2505
CONTACT PERSON: DANIEL ROGERS, RLA
e-mail: daniel@rogers-la.com

SITE INFORMATION:

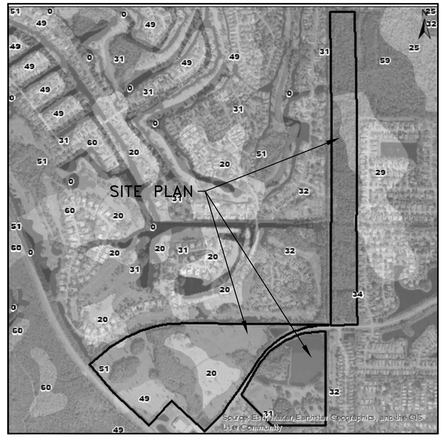
SITE ADDRESS:	MADELINE AVE, PORT ORANGE, FL 32129
TAX PARCEL I.D. #:	62-01-00-00-0010, 62-01-00-00-0011, 62-01-00-00-0012, 52-36-00-00-0015
PROJECT AREA:	149.2 AC
PARCEL 1 ACREAGE:	69.1 AC
PARCEL 2 ACREAGE:	32.4 AC
PARCEL 3 ACREAGE:	47.7 AC
EXISTING ZONING:	PUD, R-8SF
PROPOSED ZONING:	PUD
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	MULTI-USE
EXISTING FUTURE LAND USE:	SUBURBAN RESIDENTIAL, URBAN MEDIUM DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE:	SUBURBAN RESIDENTIAL, URBAN MEDIUM DENSITY RESIDENTIAL, COMMERCIAL
TOTAL MAXIMUM DENSITY	873 RESIDENTIAL UNITS
TOTAL MAXIMUM COMMERCIAL SQ. FT.:	40,000 SQ. FT.
MULTIFAMILY DEVELOPMENT REQUIREMENTS	
SETBACKS:	
WILLIAMSON BLVD:	50 FT
MADELINE AVENUE:	35 FT
REAR:	25 FT
SIDE EXTERNAL TO PUD:	25 FT
SIDE INTERNAL TO PUD:	5 FT
MAXIMUM BUILDING HEIGHT:	45' WITHIN 100' OF PUD BOUNDARY, ALL OTHERS 65 FT (MEASURED FROM THE GRADE TO THE MID-POINT OF THE TRUSSES)
MINIMUM OPEN SPACE:	30%
MAXIMUM IMPERVIOUS AREA:	70%
MINIMUM LIVING AREA:	750 SQFT
MINIMUM LOT SIZE:	20,000 SQFT
MINIMUM LOT WIDTH:	100 FT.
NONRESIDENTIAL DEVELOPMENT REQUIREMENTS	
SETBACKS:	
WILLIAMSON BLVD:	50 FT
MADELINE AVE:	35 FT
REAR:	25 FT
SIDE:	EXTERNAL TO PD: 25 FT INTERNAL TO PD: 5 FT
MINIMUM LOT SIZE:	20,000 SQFT
MINIMUM LOT WIDTH:	100 FT.
MAXIMUM BUILDING HEIGHT PARCEL 1:	45'
MAXIMUM BUILDING HEIGHT PARCEL 2:	25'
MINIMUM OPEN SPACE:	30%
MAXIMUM IMPERVIOUS SURFACE/BUILDING COVERAGE:	70%
OVERALL PUD DEVELOPMENT REQUIREMENTS	
MAXIMUM IMPERVIOUS SURFACE/BUILDING COVERAGE:	40%
OPEN SPACE:	60%
REQUIRED TREE PROTECTION AREA	15%
UTILITIES:	PROVIDED BY CITY OF PORT ORANGE
DRAINAGE AREAS	
PARCEL 1	10.99 AC
PARCEL 2	20.81 AC
PARCEL 3	30.22 AC
COMMON OPEN SPACE	
PARCEL 1	21.06 AC
PARCEL 2	9.02 AC
PARCEL 3	0.35 AC
REMAINING WETLAND AREA	
PARCEL 1	4.12 AC
PARCEL 2	0 AC
PARCEL 3	1.45 AC



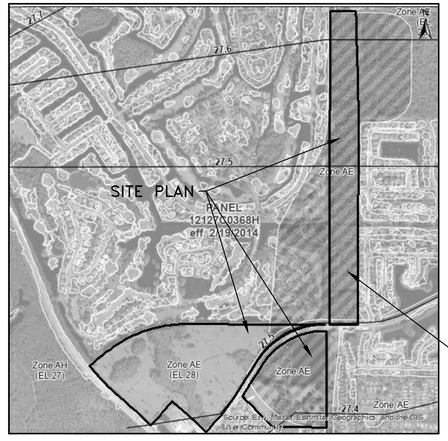
VICINITY MAP
SCALE: 1" = 4000'



ZONING MAP
SCALE: 1" = 1100'
CURRENT ZONING FOR THIS SITE IS: PUD



SOILS MAP
SCALE: 1" = 1100'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS: 0 – Water 20 – Eaugallie Fine Sand 25 – Gator Muck 9 – Immokalee Sand 31 – Malabar Fine Sand 32 – Myakka Fine Sand 34 – Myakka-St. Johns Complex 49 – Pomona Fine Sand 51 – Pomona-St. Johns Complex 59 – Scoggin Sand 60 – Smyrna Fine Sand



FLOOD ZONE MAP
SCALE: 1" = 1100'
THE PROPERTY LIES IN:
FLOOD ZONE AE & AE REGULATORY FLOODWAY PER FEMA MAPS 12127C0368H

REGULATORY FLOOD WAY

SHEET INDEX:

C1	COVER SHEET
C2	NOTES
C3	PARCEL 1 EXHIBIT
C4	PARCEL 2 EXHIBIT
C5-C6	PARCEL 3 EXHIBIT
C7-C10	EXISTING TOPOGRAPHY EXHIBITS
C11-C12	OPEN SPACE EXHIBITS
C13-C14	STORMWATER & FLOOD ZONE EXHIBITS

LEGAL DESCRIPTION:

SEE SHEET C2

NOTES:

1. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECCESITATE MODIFICATION OF THE CONCEPTUAL PLAN
2. THE IMPROVEMENTS DEPICTED IN THIS PLAN ARE PRESENTED FOR CONCEPTUAL PURPOSES EXCLUSIVELY. THE LOCATIONS AND DIMENSIONS OUTLINED HEREIN ARE SUBJECT TO MODIFICATION DURING THE SITE PLAN PERMITTING PROCESS. THIS ENCOMPASSES, BUT IS NOT CONFINED TO, ACCESS POINTS, OFFSITE IMPROVEMENTS, STORMWATER PONDS, COMMON OPEN SPACES, OPEN SPACES, MULTIFAMILY AREAS, ETC.
3. WETLAND LINES TO BE VERIFIED AT THE TIME OF PERMITTING

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
(LC 42)
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 6510)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
COVER SHEET
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO:	ZC 21210
DESIGNED BY:	KR
DRAFTED BY:	MM
CHECKED BY:	KR
DRAWING FILE:	01-02_21210 COV

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C1 OF 14

G:\21210 CODACO PARCEL 18\CONCEPT PLAN\PUD\01-02_21210 COV.DWG - PRINTED: 1/4/2024 4:09 PM

HAMMOCK PRESERVE

CITY OF PORT ORANGE – VOLUSIA COUNTY, FL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; 1) N 89 DEGREES 51 MINUTES 09 SECONDS W, A DISTANCE OF 434.79 FEET; 2) N 89°50'18" W, A DISTANCE OF 45.21 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S 00°10'25" W ALONG THE WEST LINE OF THE 80 FOOT BOUNDARY OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 1479.57 FEET TO A POINT ON THE NORTH LINE OF TOWN PARK P.U.D. PHASE 1B AS RECORDED IN MAP BOOK 48, PAGES 14 THROUGH 17 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH LINE; 1) N 89°21'52" W, A DISTANCE OF 822.00 FEET; (2) N 44°35'36" W, A DISTANCE OF 663.77 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MADELINE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 4516, PAGE 1152 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT OF WAY LINE; 1) N 32°23'42" E, A DISTANCE OF 549.47 FEET; 2) THENCE NORTHEASTERLY, 1159.45 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'00" (CHORD BEARING N 61°16'42" E, 1110.96 FEET); 3) S 89°50'18" E, A DISTANCE OF 23.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE C, AS RECORDED IN MAP BOOK 44, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS; THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57 DEGREES 46 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 1,260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 32 DEGREES 26 MINUTES 10 SECONDS WEST, 683.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 00 SECONDS; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST, 700.00 FEET; THENCE SOUTH 42 DEGREES 21 MINUTES 10 SECONDS WEST, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE NORTH 47 DEGREES 38 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08 DEGREES 40 MINUTES 17 SECONDS; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, NORTH 50 DEGREES 28 MINUTES 29 SECONDS EAST, 308.54 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH HAVING A RADIUS OF 1,937.10 FEET AND A CENTRAL ANGLE OF 39 DEGREES 43 MINUTES 41 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 1,343.16 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 50 SECONDS EAST, 2,138.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES SOUTH OF THE SOUTH LINE OF COLEMAN'S THIRTY ACRES, AS RECORDED IN MAP BOOK 40, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

TOGETHER WITH THAT PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THAT LIES NORTH OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY AND EAST OF THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 433, SAID PUBLIC RECORDS.

1. CHRIS BERTON
   BONNIE BERTON
   455 SEA DUCK DR
   DAYTONA BEACH FL, 32119
2. MARYANN HANSEN
   451 SEA DUCK DR
   DAYTONA BEACH FL, 32119
3. JEFFREY FRIEDMAN
   SHELLY FRIEDMAN
   1591 TOWN PARK DR
   PORT ORANGE FL, 32119
4. PATRICIA WENSLEY
   RICHARD WENSLEY
   1593 TOWN PARK DR
   PORT ORNAGE FL, 32129
5. JACOB CLEMENS
   1595 TOWN PARK DR
   PORT ORANGE FL, 32129
6. SHELEAN BURLESON
   JAMIE BURLSON
   1597 TOWN PARK DR
   PORT ORANGE FL, 32129
7. ATAUR RAHMAN
   FERSKOWSI FARIDA
   1676 TOWN PARK DR
   PORT ORANGE FL, 32129
8. MARK PATERNITI
   4232 CHADSWORTH LN
   PORT ORANGE FL, 32129
9. IVAN TORRES JR
   DELIA TORRES
   4230 CHADSWORTH LN
   PORT ORANGE FL, 32129
10. JOHN CALDWELL
    4231 CHADSWORTH LN
    PORT ORANGE FL, 32129
11. ROBERT HANUSIEWICZ
    4233 CHADSWORTH LN
    PORT ORANGE FL, 32129
12. TODD STIFFLER
    TANYA STIFFLER
    1617 TOWN PARK DR
    PORT ORANGE FL, 32129
13. CHELSEA HECK
    1619 TOWN PARK DR
    PORT ORANGE FL, 32129
14. THOMAS WEISS
    MAXINE WEISS
    1621 TOWN PARK DR
    PORT ORANGE FL, 32129
15. KELLY MELLICHAMPE
    1623 TOWN PARK DR
    PORT ORANGE FL, 32129
16. PARCEL: 620104000950
    CONFIDENTIAL
    1625 TOWN PARK DR
    PORT ORANGE FL, 32129
17. DILLION DORSEY
    1627 TOWN PARK DR
    PORT ORANGE FL, 32129
18. KENNETH RUSSELL SR
    ELAINE RUSSELL
    1629 TOWN PARK DR
    PORT ORANGE FL, 32129
19. BERNARD WALDRON
    BERNARD WALDRON REVOC TRUST
    1633 TOWN PARK DR
    PORT ORANGE FL, 32129
20. DEANNA PECKHAM
    1635 TOWN PARK DR
    PORT ORANGE FL, 32129
21. JAMES MALLOCH
    ANNETTE MALLOCH
    2076 WOODLAND TRL
    PORT ORANGE FL, 32129
22. WENDY BANICH
    1639 TOWN PARK DR
    PORT ORANGE FL, 32129
23. MAUREEN BAILEY
    LAUREEN VARTANIAN
    1641 TOWN PARK DR
    PORT ORANGE, FL 32129
24. ELIZABETH HENNIGHAN
    1643 TOWN PARK DR
    PORT ORANGE FL, 32129
25. SEAN JONES
    TRACEY HAMMOND
    4226 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
26. HEIDI HATTON
    BRENDAN ROLAND
    4224 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
27. PHILLIP FOREMAN
    LISA FOREMAN
    4222 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
28. STEPHEN JACKSON
    JACKSON DEBORAH
    4220 BRISTLE CONE
    PORT ORANGE FL, 32129
29. DAVID GOLD
    4221 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
30. RICK HEINZ
    KELLY HEINZ
    4223 BRISTLE CONE WAY
    PORT ORANGE FL, 32129
31. ERYL MOKRY
    3799 GROVE VIEW LN
    PORT ORANGE FL, 32119
32. JOSHUA KELLER
    3797 GROVE VIEW LN
    PORT ORANGE, FL 32129
33. JOSEPH ZAFFUTO
    ANNMARIE ZAFFUTO
    3795 GROVE VIEW LN
    PORT ORANGE FL, 32129
34. TIMOTHY SPRUCK
    VICKI SPRUCK
    3793 GROVE VIEW LN
    PORT ORANGE FL, 32129
35. DENNIS HOFFMAN
    LINDA HOFFMAN
    3791 GROVE VIEW LN
    PORT ORANGE FL, 32129
36. JOHN LADD
    3789 GROVE VIEW LANE
    PORT ORANGE FL, 32129
37. GREGORY BENTLEY
    3825 SCHOOLWAY AVE
    NEW SMYRNA BEACH FL, 32169
38. WILLIAM VASQUEZ
    SANDRA VASQUEZ
    3785 GROVE VIEW LN
    PORT ORANGE FL, 32129
39. SERGEI RYBALKO
    NATALIA KOVAL
    3783 GROVE VIEW LN
    PORT ORANGE FL, 32129
40. JUSTIN TRAMONT
    STACI TRAMONT
    3781 GROVE VIEW LN
    PORT ORANGE, FL 32129
41. JERRY COLEMAN
    3779 GROVE VIEW LN
    PORT ORANGE FL, 32129
42. JACKIE MADRON
    DEBORAH MADRON
    3777 GROVE VIEW LN
    PORT ORANGE FL, 32129
43. KEVIN ALLEN
    MARTHA ALLEN
    3775 GROVE VIEW LN
    PORT ORANGE FL, 32129
44. JOSEPH BAIAMONTE
    KAY BAIAMONTE
    3773 GROVE VIEW LANE
    PORT ORANGE FL, 32129
45. PHILLIP BONNELL
    LINDA BONNELL
    3771 GROVE VIEW LN
    PORT ORANGE FL, 32129
46. LORRI CAMPBELL
    3769 GROVE VIEW LN
    PORT ORANGE FL, 32129
47. JOHN MERCER
    LYNN MERCER
    3732 LONG GROVE LN
    PORT ORANGE FL, 32129
48. MARK CHEATHAM
    3734 LONG GROVE LN
    PORT ORANGE FL, 32129
49. NANCY HOLLAND
    BENJAMIN WAIT
    3799 FIANO DR
    PORT ORANGE, FL 32129
50. MARK AYRES
    3781 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
51. PATRICIA PEARSON
    3734 SUNRISE OAKS DR
    PORT ORANGE FL, 32129
52. CARMEN TULLIUS
    3785 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
53. JAMES MORGAN
    REBECCA MORGAN
    3787 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
54. JAMES POITER
    CONSTANCE POITER
    3801 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
55. DARRELL PAYMAR
    PATRICIA PAYMAR
    3803 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
56. NATHAN MULDER
    3805 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
57. MAE AUSTIN
    3807 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
58. LUIS GRACIA
    STEFANIE GRACIA
    3809 BIRCH MOUNTAIN RD
    PORT ORANGE, FL 32129
59. VINCENT CHIAMPOU
    KATHLEEN CHIAMPLOU
    3811 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
60. MILAN KHANNA
    139 CREEK FOREST LN
    ORMOND BEACH FL, 32129
61. STEWART GRIFFITH
    5783 STEWART AVE
    PORT ORANGE FL, 32127
62. JOSEPH SCHOMER
    LORI SCHOMER
    3817 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
63. HILTON CREEL
    SANEDA CREEL
    3819 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
64. MARTIN LOWMAN
    KRISTY JONES
    3821 BIRCH MOUNTAIN RD
    PORT ORANGE FL, 32129
65. ROBERT THOMPSON
    1433 NEW BOLTON DR
    PORT ORANGE FL, 32129
66. PATRICIA CORBETT
    408 YORKTOWNE DR
    DAYTONA BEACH FL, 32119
67. ROGER BYERS
    PO BOX 10983
    DAYTONA BEACH, FL 32120
68. COTT STEVENS
    MICHELLE STEVENS
    533 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
69. IRVING TAYLOR
    STACY TAYLOR
    1831 W CEDAR GROVE ST
    MERIDIAN ID, 83646
70. JOSEPH WOZNIAK
    JUNE WOZNIAK
    545 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
71. WALTER SCHIMMEL
    549 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
72. DANIEL TOSIELLO
    MARYANN TOSIELLO
    553 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
73. TELCYN SMITH
    EVANS SMITH
    557 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
74. CARIN CARDIN
    561 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
75. ADRIENNE POSNICK
    MACE POSNICK
    565 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
76. DEAN ADKINS
    569 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
77. MARK KARRAS
    ECHO KARRAS
    573 PELICAN BAY DR
    DAYTONA BEACH, FL 32119
78. MONIQUE ROGERS
    577 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
79. JEFFREY CIUPIK
    128 MALLARD LN
    DAYTONA BEACH FL, 32119
80. ELIZABETH THROPP
    605 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
81. HENRY ELSNER
    DONNA ELSNER
    609 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
82. FARHAD FARJAM
    613 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
83. FRANCIS FAMILY TRUST
    3152 S PENINSULA DR
    DAYTONA BEACH FL, 32118
84. JOHN KITTINGER IV
    CHELSEA KITTINGER
    621 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
85. ROLAND BOILEAU
    CAROL BOILEAU
    625 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
86. JASON SMALL
    NICOLE SMALL
    629 PELICAN BAY DR
    DAYTONA BEACH FL, 32119
87. ROGER PERKINS
    SARA PERKINS
    108 CANVASBACK CIR
    SOUTH DAYTONA FL, 32119
88. MONIQUE ROGERS
    112 CANVASBACK CIR
    DAYTONA BEACH FL, 32119
89. ADAM PAYTON
    CHARLENE PAYTON
    105 GOSHAWK DR
    DAYTONA BEACH FL, 32119
90. PELICAN BAY GOLF CLUB LLC
    11507 N SHORE GOLF CLUB BLVD
    ORLANDO FL, 32832
91. PELICAN BAY SPORTS CLUB LLC
    303 BIRCHWOOD PARK DR
    JERICHO NY, 11753
92. PELICAN BAY HOMEOWNERS ASSOC
    OF DAYTONA BEACH INC
    101 SEA HAWK DR
    DAYTONA BEACH FL, 32119
93. FRANCIS FAMILY TRUST
    3152 S PENINSULA DR
    DAYTONA BEACH FL, 32118
94. RAINBOW DEVELOPMENT GROUP LLC
    1690 DUNLAWTON AVE STE 110
    PORT ORANGE FL, 32127
95. TOWN PARK HOMEOWNERS
    2180 STATE RD 434 STE 5000
    LONGWOOD FL, 32779
96. SUNSET COVE HOMEOWNERS
    ASSOC AT PORT ORANGE
    955 KELLER RD STE 1500
    ALTAMONTE SPRINGS FL, 32714
97. MANGROVE DEVELOPMENT CORP
    PO BOX 290367
    PORT ORANGE FL, 32129
98. PINE HAMMOCK FARMS LLC
    4269 S ATLANTIC AVE
    PORT ORANGE FL, 32127
99. YORKTOWNE ESTATES CONDO ASSOC
    152 RIDGEWOOD AVE
    HOLLY HILL FL, 32117

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

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PLANNING
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(LC 42)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
NOTES

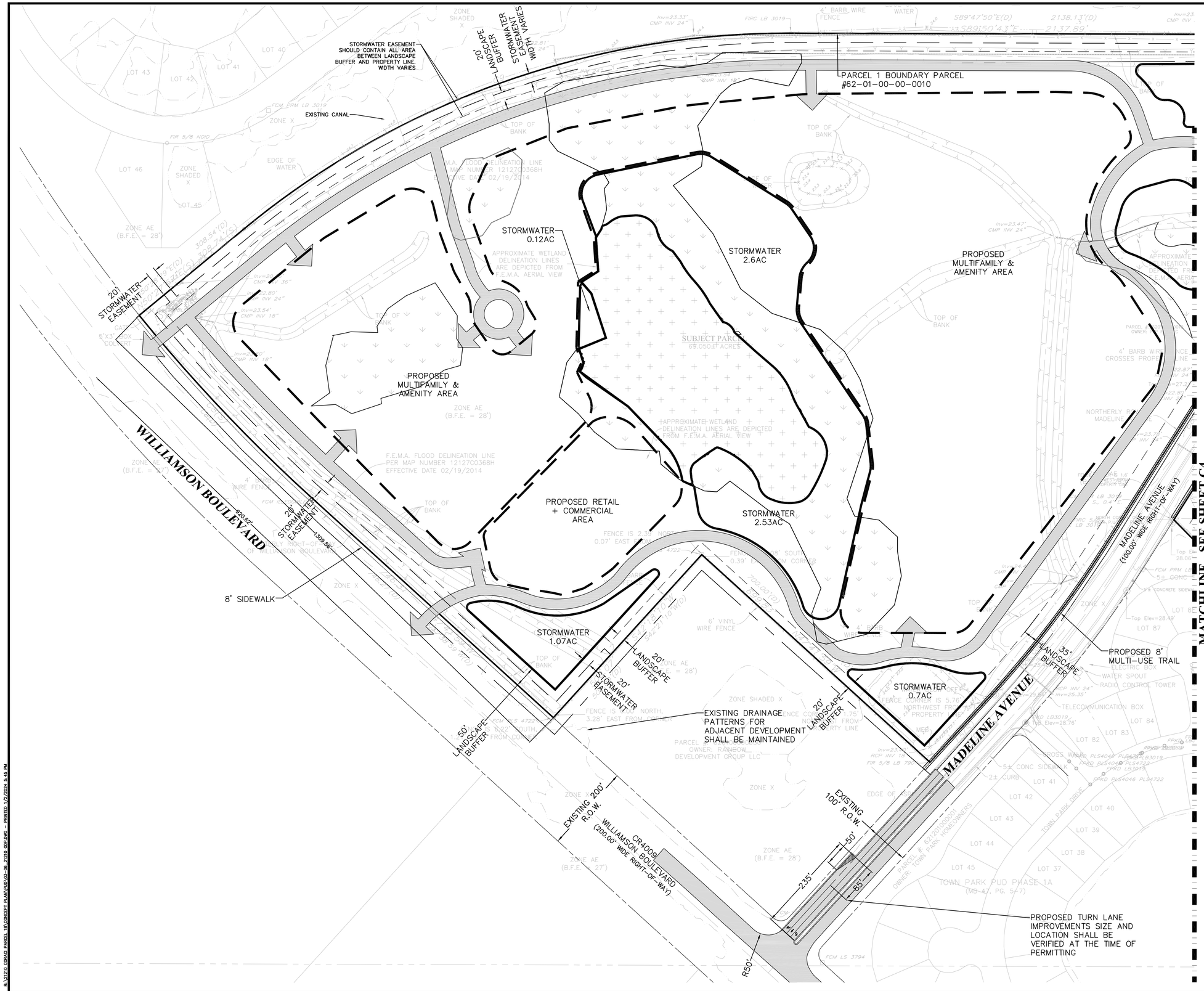
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 01-02_21210 COV

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C2 OF 14

B:\21210 CRAG PARCEL 1&V\CONCEPT PLAN\PVA\01-02_21210 COV.DWG – PRINTED: 1/7/2024, 5:14 PM



LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

NOTES:

1. FINAL LOCATION OF ON-SITE AND OFF-SITE IMPROVEMENTS SUBJECT TO CHANGE DURING SITE PLAN REVIEW.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 1 EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 03-06_21210 ODP
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C3 OF 14

R:\21210 COHEN PARCEL 1\EXHIBIT PLAN\03-06_21210 ODP.DWG - PRINTED: 1/2/2024, 5:45 PM

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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(LC 42)
(EB 6510)

NO.	DATE	BY	SUBMITTALS/ REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 2 EXHIBIT

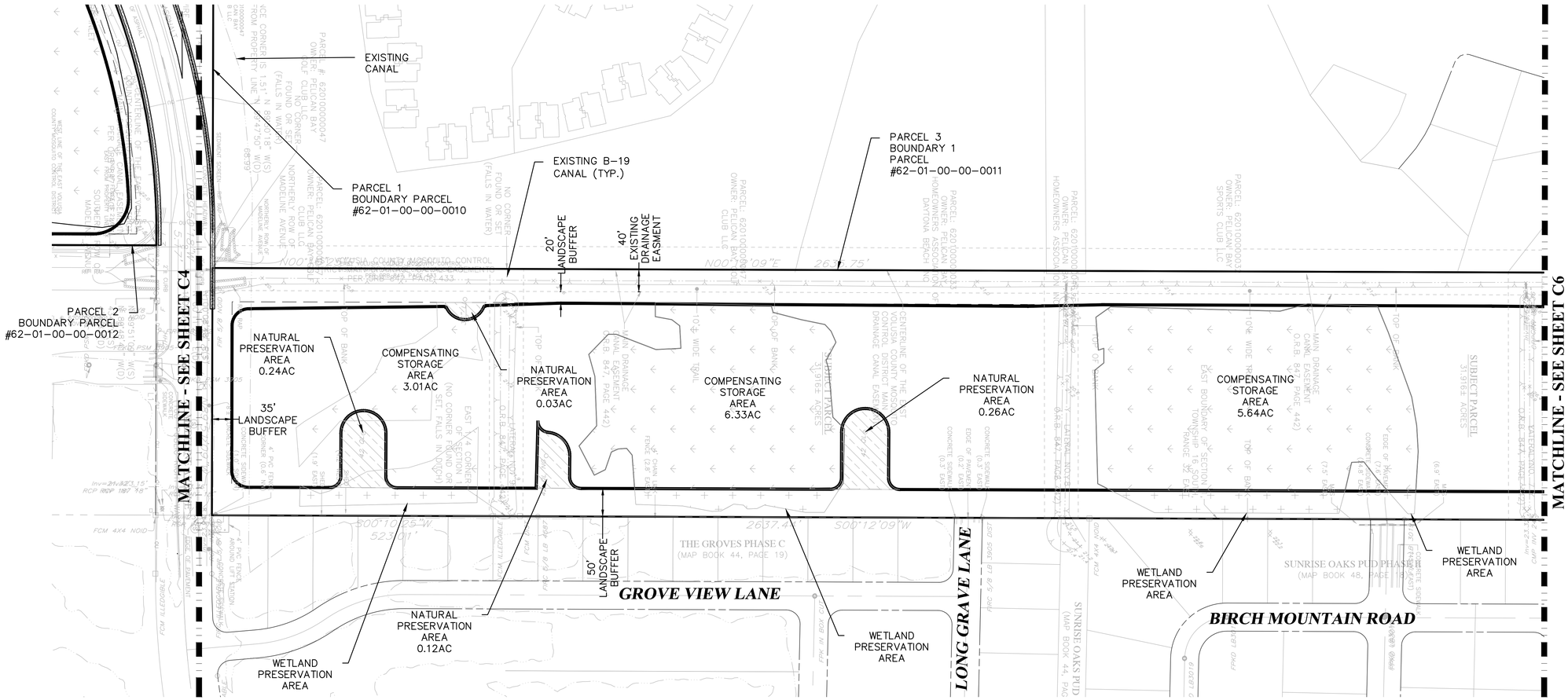
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO:	ZC 21210
DESIGNED BY:	KR
DRAFTED BY:	MM
CHECKED BY:	KR
DRAWING FILE:	03-06_21210 ODP
XREF'S:	21210 BAS.DWG
XREF'S:	21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C4 OF 14

R:\21210 CDR\ZC PARCEL 1&2\CONCEPT PLAN\DWGS\03-06_21210 ODP.DWG — PRINTED: 1/4/2024 5:45 PM



0 50 100 150 200

SCALE : 1" = 100'

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. 4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

LEGEND:

- LANDSCAPE BUFFER
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION

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(EB 6515)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 3 EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 03-06_21210 ODP
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C5 OF 14

R:\21210 CRAIG PARCEL 3\CONCEPT PLAN\V03-06_21210 ODP.DWG — PRINTED: 7/2/2024 5:14 PM

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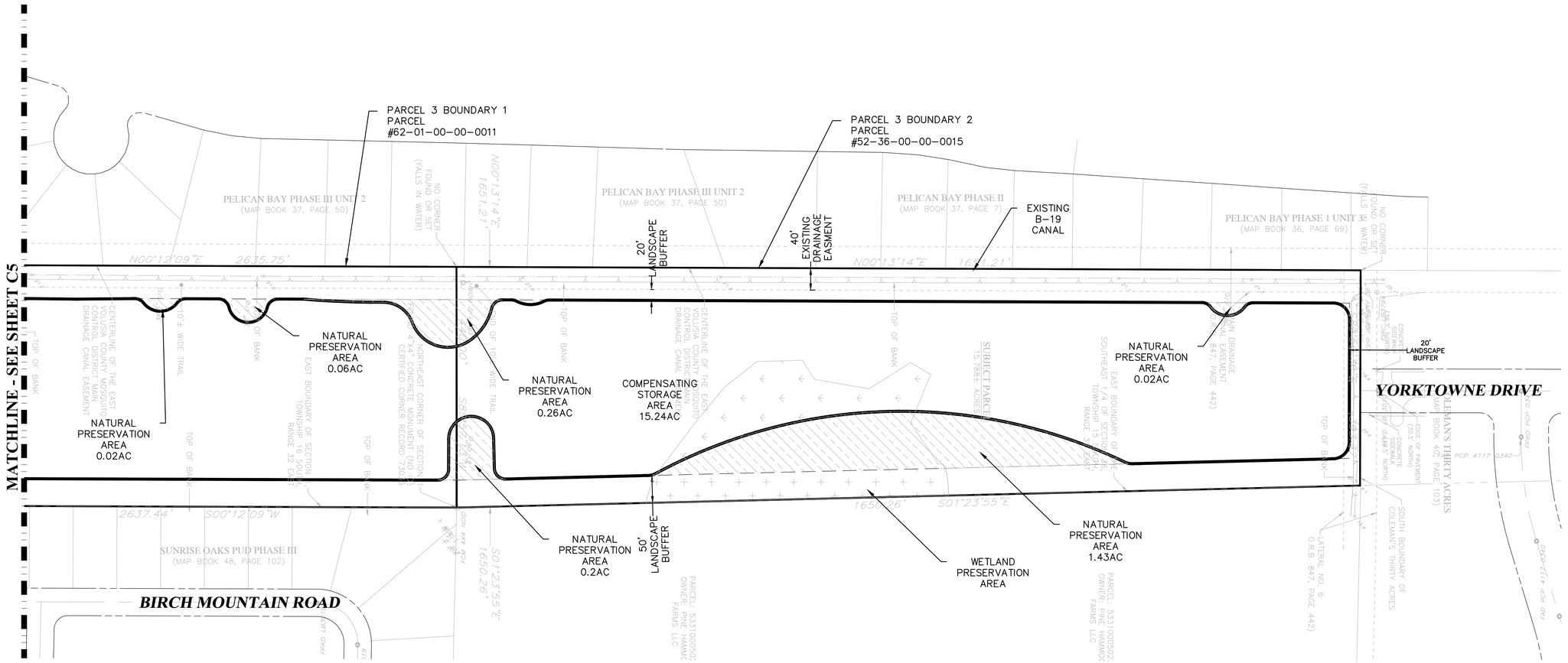
SCALE : 1" = 100'

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. 4. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

LEGEND:

- LANDSCAPE BUFFER
- STORMWATER/WETLAND AREA
- PROPERTY LINE
- WETLAND PRESERVATION
- WETLAND IMPACT
- NATURAL PRESERVATION



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PLANNING
TRANSPORTATION

(LC 62)
(EB 6515)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN PARCEL 3 EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 03-06_21210 ODP
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C6 OF 14

R:\21210 CR4A3 PARCEL 3\CONCEPT PLAN\03-06_21210 ODP.DWG — PRINTED 12/2/2024 5:14 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- ORB — Official Records Book
- SIP — Set 1/2" Iron Rod and Cap LB7768
- FIR — Found Iron Rod LB7768 (unless otherwise noted)
- FMGD — Found Mag Nail and Disk
- CCR — Certified Corner Record
- MES — Mitered End Section
- Sanitary Sewer Manhole
- Storm Drainage Manhole
- Bollard
- Sign
- OU — Overhead Utility Lines
- FEMA Flood Line
- Top of Bank Line
- Benchmark
- (S) — Survey Dimension
- (D) — Deed Dimension
- SIR — Set 1/2" Iron Rod LB7768
- FCM — Found Concrete Monument
- EHH — Electric Handhole
- W — Water Gate Valve
- Service Power Pole
- Guy Anchor
- M — Water Meter
- G — Buried Gas Warning Marker
- Water Gate Valve
- MB — Mail Box
- LS — License Surveyor
- LLC — Limited Liability Company
- LB — Licensed Business
- ROW — Right of Way
- ARV — Air Release Valve
- BFP — Water Backflow Preventer
- Fire Hydrant
- MW — Monitoring Well
- F.E.M.A. — Federal Emergency Management Agency
- RCP — Reinforced Concrete Pipe
- W — Water Service
- Underground Water Lines
- Chain Link Fence
- Barb Wire Fence

APROXIMATE EXISTING WETLAND

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(LC #2)
(EB #3161)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C7 OF 14

R:\21210 CORAL PARCEL 18\CONCEPT PLAN\DWG\07-10_21210 TOPO-FLOOD.DWG – PRINTED 1/7/2024 5:15 PM

PARCEL 1 BOUNDARY
PARCEL
#62-01-00-00-0010

MATCHLINE - SEE SHEET C9

PARCEL 2 BOUNDARY
PARCEL
#62-01-00-00-0012

MATCHLINE - SEE SHEET C7

0 50 100 150 200
SCALE : 1" = 100'

LEGEND:

- ORB ------- Official Records Book
- SIP ------- Set 1/2" Iron Rod and Cap LB7768
- FIR ------- Found Iron Rod LB7768 (unless otherwise noted)
- FMGD ------- Found Mag Nail and Disk
- CCR ------- Certified Corner Record
- MES ------- Mitered End Section
- (S) ------- Sanitary Sewer Manhole
- (D) ------- Storm Drainage Manhole
- Bollard
- Sign
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- FEMA Flood Line
- Top of Bank Line
- Benchmark
- (S) ------- Survey Dimension
- (D) ------- Deed Dimension
- SIR ------- Set 1/2" Iron Rod LB7768
- FCM ------- Found Concrete Monument
- EHH ------- Electric Handhole
- W ------- Water Gate Valve
- Service Power Pole
- Guy Anchor
- M ------- Water Meter
- G ------- Buried Gas Warning Marker
- Water Gate Valve
- MB ------- Mail Box
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- RCP ------- Reinforced Concrete Pipe
- W ------- Water Service
- Underground Water Lines
- Chain Link Fence
- Barb Wire Fence

APROXIMATE EXISTING WETLAND

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(LC #2)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C8 OF 14

R:\21210 CDAG\ PARCEL 1\DWG\PSP PLAN PUD\07-10-21210 TOPO-FLOOD.DWG -- PRINTED 1/2/2024 5:15 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- ORB — Official Records Book
- SIP — Set 1/2" Iron Rod and Cap LB7768
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- FMGD — Found Mag Nail and Disk
- CCR — Certified Corner Record
- MES — Mitered End Section
- Ⓢ — Sanitary Sewer Manhole
- Ⓓ — Storm Drainage Manhole
- Bollard
- Sign
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- FEMA Flood Line
- Top of Bank Line
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- BFP — Water Backflow Preventer
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- F.E.M.A. — Federal Emergency Management Agency
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- WS — Water Service
- W — Underground Water Lines
- O — O — Chain Link Fence
- X — X — Barb Wire Fence

APROXIMATE EXISTING WETLAND

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(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
EXISTING TOPOGRAPHY

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 21210
DESIGNED BY: KR
DRAFTED BY: MM
CHECKED BY: KR
DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C9 OF 14

G:\21210 COMAD PARCEL 18\CONCEPT PLAN\07-10_21210 TOPO-FLOOD.DWG – PRINTED 1/2/2024 5:15 PM

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

ORB	Official Records Book
SIP	Set 1/2" Iron Rod and Cap LB7768
FIR	Found Iron Rod LB7768 (unless otherwise noted)
FMGD	Found Mag Nail and Disk
CCR	Certified Corner Record
MES	Mitered End Section
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LB	Licensed Business
ROW	Right of Way
ARV	Air Release Valve
BFP	Water Backflow Preventer
	Fire Hydrant
MW	Monitoring Well
F.E.M.A.	Federal Emergency Management Agency
RCP	Reinforced Concrete Pipe
W	Water Service
W	Underground Water Lines
o o	Chain Link Fence
x x	Barb Wire Fence

APROXIMATE EXISTING WETLAND

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(LC #2)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE CONCEPTUAL DEVELOPMENT PLAN EXISTING TOPOGRAPHY

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 07-10_21210 TOPO-FLOOD
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C10 OF 14

R:\21210 COAST PARCEL 1&3\CONCEPT PLAN\DWG\07-10_21210 TOPO-FLOOD.DWG — PRINTED: 1/2/2024, 5:15 PM

OPEN SPACE TABLE	PARCEL 1	PARCEL 2	PARCEL 3	TOTAL
TOTAL AREA (AC.)	69.05	32.43	47.69	149.17
COMMON OPEN SPACE (AC.)	21.06	9.02	0.35	30.43
COMMON OPEN SPACE (%)	30%	28%	1%	20%
OPEN SPACE (AC.)	35.08	30.05	47.69	112.82
OPEN SPACE (%)	51%	93%	100%	76%

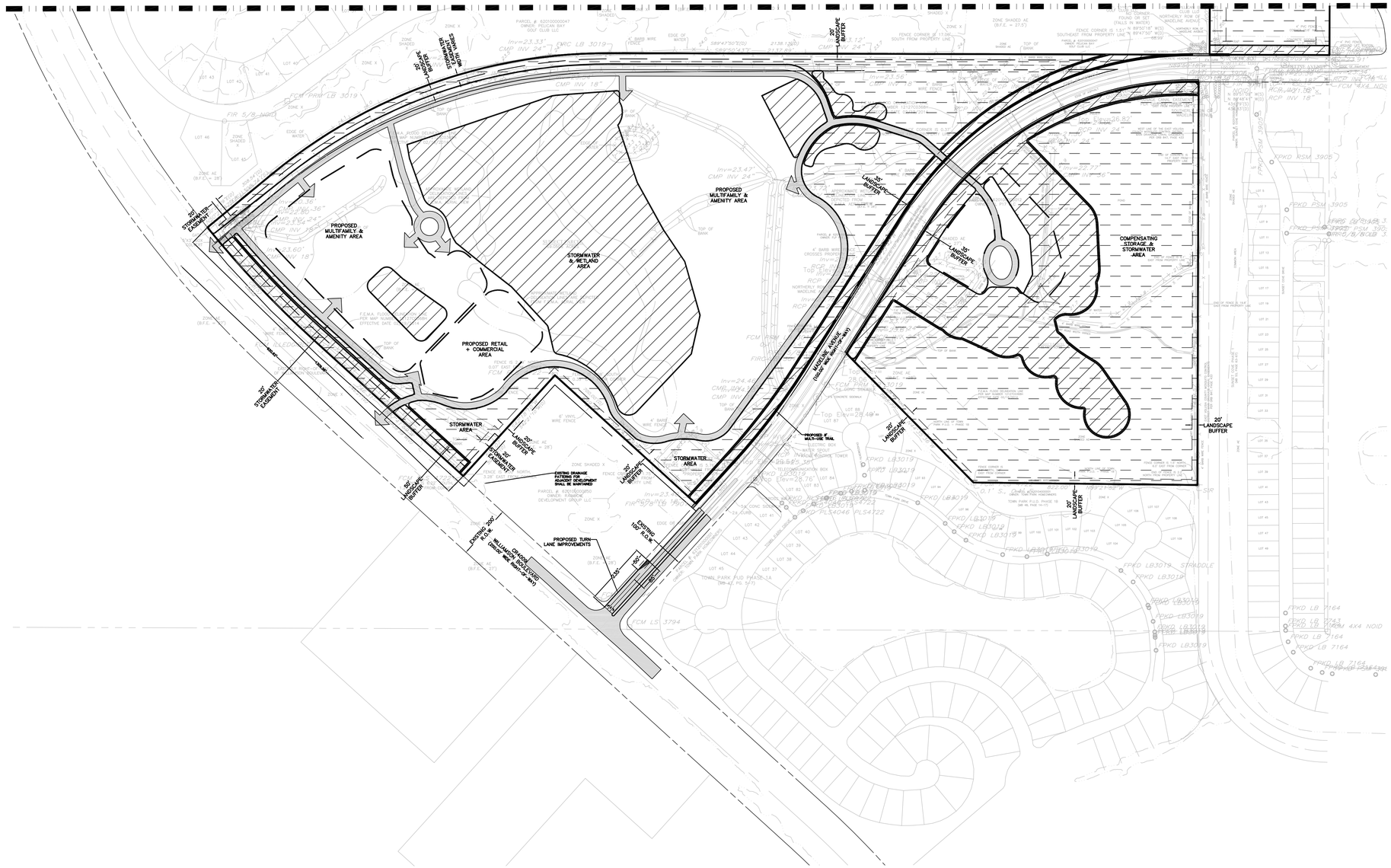
0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- LANDSCAPE BUFFER
- OPEN SPACE
- COMMON OPEN SPACE
- MULTIFAMILY/AMENITY AREA
- PROPERTY LINE
- UTILITY AND EASEMENT COORIDORS

MATCHLINE - SEE SHEET C15


20' STORMWATER EASEMENT
PROPOSED MULTIFAMILY & AMENITY AREA
STORMWATER & WETLAND AREA
PROPOSED RETAIL + COMMERCIAL AREA
STORMWATER AREA
20' LANDSCAPE BUFFER
30' STORMWATER EASEMENT
EXISTING DRAINAGE PATTERNS FOR ADJACENT DEVELOPMENT SHALL BE MAINTAINED
PROPOSED TURN LANE IMPROVEMENTS
EXISTING 200' R.O.W.
EXISTING 200' R.O.W.
CR 4009 WILLIAMSON BOULEVARD (MAJOR ARTERIAL - 4 LANE)
PROPOSED MULTIFAMILY & AMENITY AREA
35' LANDSCAPE BUFFER
COMPENSATING STORAGE & STORMWATER AREA
MARJORIE ARCHIE (MAJOR ARTERIAL - 4 LANE)
PROPOSED 8' MULTI-USE TRAIL
20' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER

MATCHLINE - SEE SHEET C14

MATCHLINE - SEE BELOW

MATCHLINE - SEE ABOVE

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

LANDSCAPE BUFFER

OPEN SPACE

OPEN SPACE TABLE	PARCEL 1	PARCEL 2	PARCEL 3	TOTAL
TOTAL AREA (AC.)	69.05	32.43	47.69	149.17
COMMON OPEN SPACE (AC.)	21.06	9.02	0.35	30.43
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(LC #2)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
OPEN SPACE EXHIBIT

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

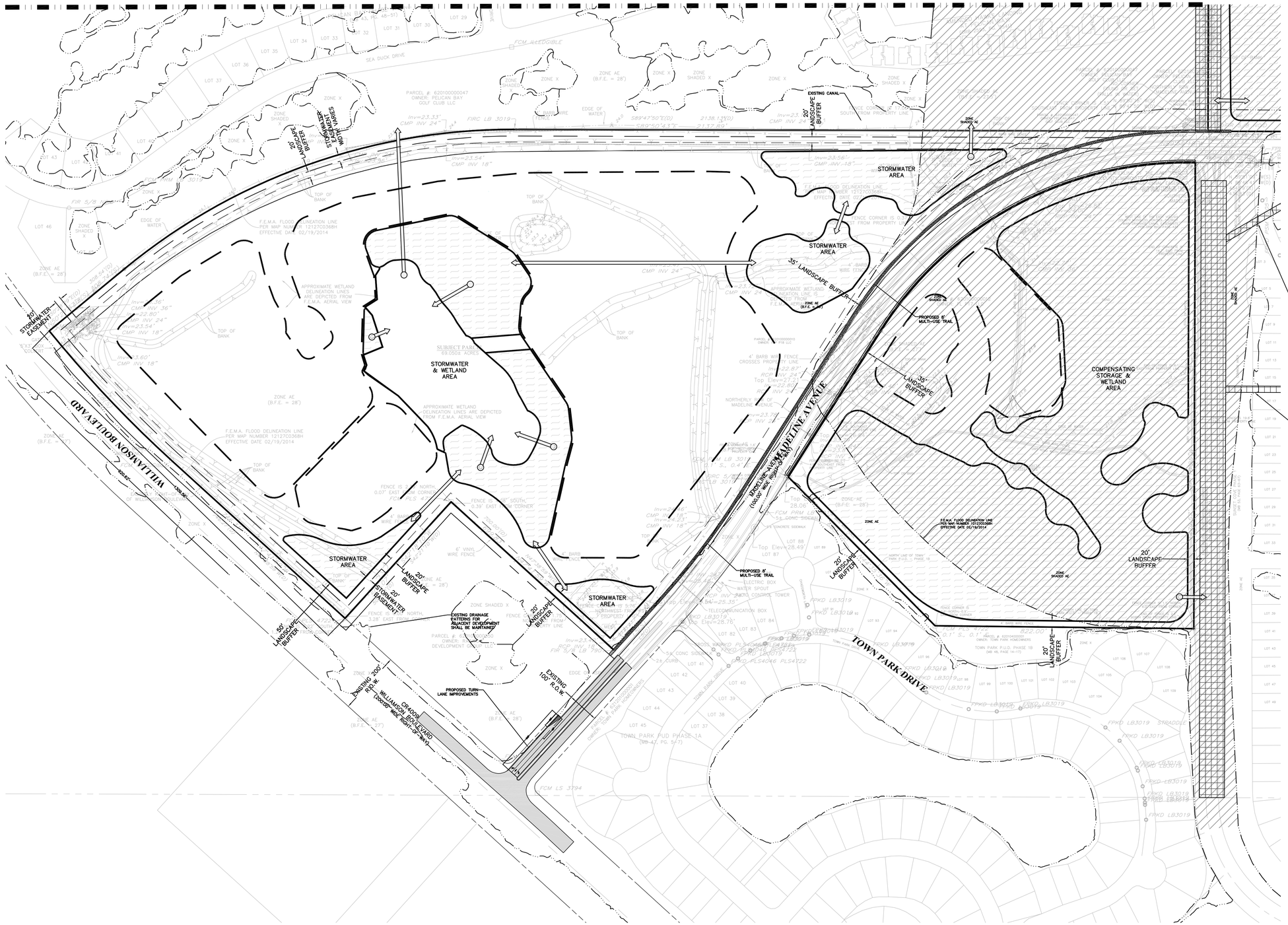
DRAWING FILE: 16-19_21210 OPEN SPACE
XREFS: 21210 BAS.DWG
XREFS: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C12 OF 14

R:\21210 CRAIG PARCEL 19\CONCEPT PLAN\VA\21210 - 16-21210 OPEN SPACE.DWG -- PRINTED: 1/7/2024, 3:15 PM

MATCHLINE - SEE SHEET ###



0 75 150 225 300

SCALE : 1" = 150'

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- B-19 CANAL
- HYDRAULIC CONNECTIONS TO B-19 CANAL
- FEMA REGULATORY FLOODWAY AREAS IN ZONE AE
- PROPERTY LINE
- POND INTERCONNECTIONS
- CONTROLLED DISCHARGE LOCATIONS (AFTER TREATMENT)

NOTES:

1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
2. EXISTING MUNICIPAL STORMWATER SYSTEMS TO BE MODIFIED IN ACCORDANCE WITH LDC.
3. ALL EXISTING DRAINAGE PATTERNS OF OFF-SITE PROPERTIES SHALL BE MAINTAINED OR ACCOMMODATED WITHIN THE PROPOSED STORMWATER MANAGEMENT SYSTEM.
4. ALL APPLICABLE FEDERAL AND STATE PERMITS SHALL BE OBTAINED.
5. ANY EXISTING OR PROPOSED UTILITIES TO BE PUBLIC SHALL BE LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT-OF-WAY.

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PLANNING
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(LC 42)
(EB 6510)

NO.	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
STORMWATER & FLOOD ZONE EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

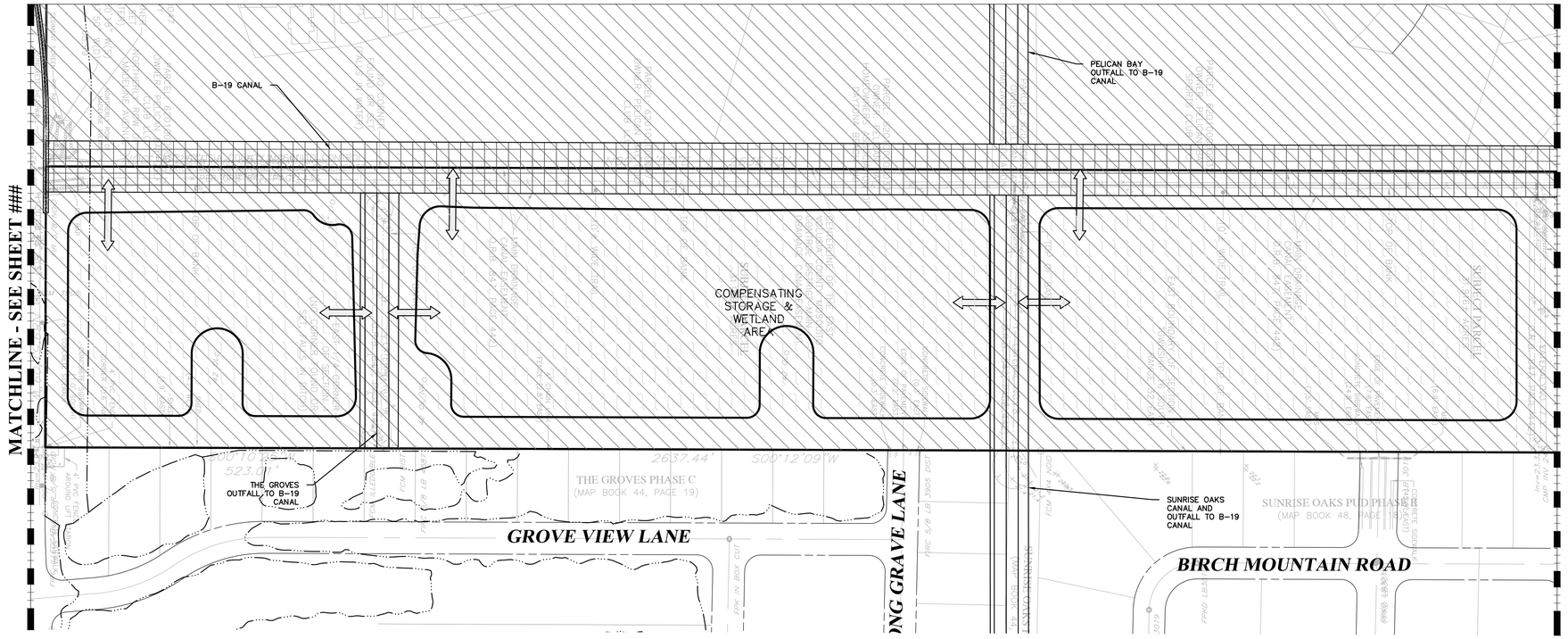
CHECKED BY: KR

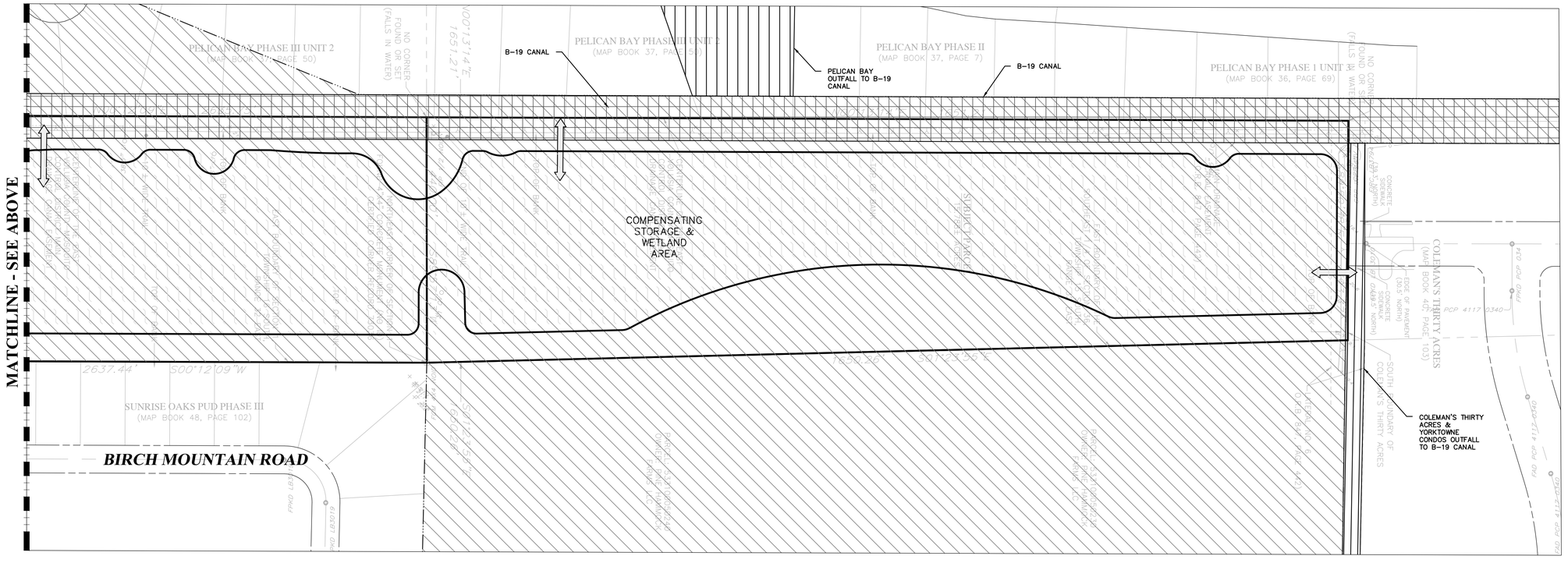
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XREF'S: 21210 BAS.DWG
XREF'S: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
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SHEET: C13 OF 14

R:\21210 CRAIG PARCEL 1\A\CONCEPT PLAN\VSV\12-15_21210 DRAINAGE.DWG -- PRINTED: 1/2/2024 8:45 PM





0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- LANDSCAPE BUFFER
- MULTIFAMILY/AMENITY AREA
- STORMWATER/WETLAND AREA
- B-19 CANAL
- HYDRAULIC CONNECTIONS TO B-19 CANAL
- FEMA REGULATORY FLOODWAY AREAS IN ZONE AE
- PROPERTY LINE
- POND INTERCONNECTIONS
- CONTROLLED DISCHARGE LOCATIONS (AFTER TREATMENT)

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1. FINAL LOCATION OF ON-SITE FEATURES (I.E. PONDS, DUMPSTERS, SIGNS, ETC.) TO BE SHOWN AT THE TIME OF SITE PLAN APPROVAL.
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ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC #2)
(EB 6516)

NO	DATE	BY	SUBMITTALS / REVISIONS

HAMMOCK PRESERVE
CONCEPTUAL DEVELOPMENT PLAN
STORMWATER & FLOOD ZONE EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21210

DESIGNED BY: KR

DRAFTED BY: MM

CHECKED BY: KR

DRAWING FILE: 12-15_21210 DRAINAGE
XREF'S: 21210 BAS.DWG
XREF'S: 21210_SURV.DWG

KRISTOPHER T. ROWLEY, P.E., NO.84263
NOT VALID WITHOUT SEAL

SHEET: C14 OF 14

G:\21210 CRAIG PARCEL 1\SVC\CONCEPT PLAN\VC\21210-21210 DRAINAGE.DWG -- PRINTED 1/2/2024, 5:16 PM

Exhibit C
Representative Imagery

MODERN COASTAL

Elements

- Light and breezy style has become synonymous with an architectural vernacular of simplistic elegance.
- Details geared towards creating a haven from the hectic pace of day-to-day life.
- Mostly open floor plan, maximum natural light, some large windows. Coastal spaces feel current.

Soothing Color Palette

- Soothing color palette-base of neutrals, muted tones, pastel hues; coastal color accent connotations, i.e., aquamarine, coral.

Plenty of Textures

- Visual weight crucial. Visually sense a tactile experience which is integral to feeling of physical experiences of being outside.
- Layering of textures, i.e., visually obvious finishes, plenty of soft elements.
- Feel of comfort, welcoming, laid back, elegant simplicity.

















Neighborhood Commercial Inspiration and Conceptual Images





VOLUSIA COUNTY SCHOOLS

Exhibit 4

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

October 11, 2023

Ms. Jessica Gow, Esq
Cobb Cole
149 S Ridgewood Ave, Suite 700
Daytona Beach, FL 32114

RE : Hammock Preserve – City of Port Orange
School Concurrency Case # 23-08-24-001-A (Amendment)

Dear Ms. Gow:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Hammock Preserve associated with 150 +/- acres of property located at or near the intersection of S Williamson Blvd and Madeline Ave within Port Orange city limits. Proposed project would now provide eight hundred seventy-three (873) multi-family units.

The district uses a county wide Student Generation Rate (SGR) of (0.137) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate one hundred twenty (120) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	0	0
Multifamily Dwelling Unit	0.137	873	120
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**873**	**120**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	SY 2022/23 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
South Daytona Elementary	785	86%	No	50
Silver Sands Middle	1,171	105%	No	32
Halifax CSA (Atlantic High)	1,275	109%	No	36
Other				2

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the middle school and high school levels. However, the concurrency service area (CSA) for Silver Sands Middle is at or over 100% but below 115% for level of service (LOS) standards. Likewise, the CSA for Atlantic High is projected to be at or over 100% but below 120% LOS. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50806.

Sincerely,

Leineriza V. Divina
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Penelope Cruz, AICP, Planning Manager, City of Port Orange
James F. Roberts, VCSB Planning Services Project File

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Hammock Preserve
VCSB Project #	**23-08-24-001-A**
Jurisdiction Project #	
Parcel ID Numbers	6201-00-00-0012; 6207-00-00-0010; 6201-00-00-0011; 5236-00-00-0015
Project Location	S Williamson Blvd and Madeline Ave
Potential Residential Units	873 Multi-Family Units
Property Owner/Applicant	Jessica Gow, Esq – Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Leineriza V. Divina
Coordinator, Planning

October 11, 2023
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Hammock Preserve

VOLUSIA COUNTY SCHOOLS

Created by Facilities Services
August 2023

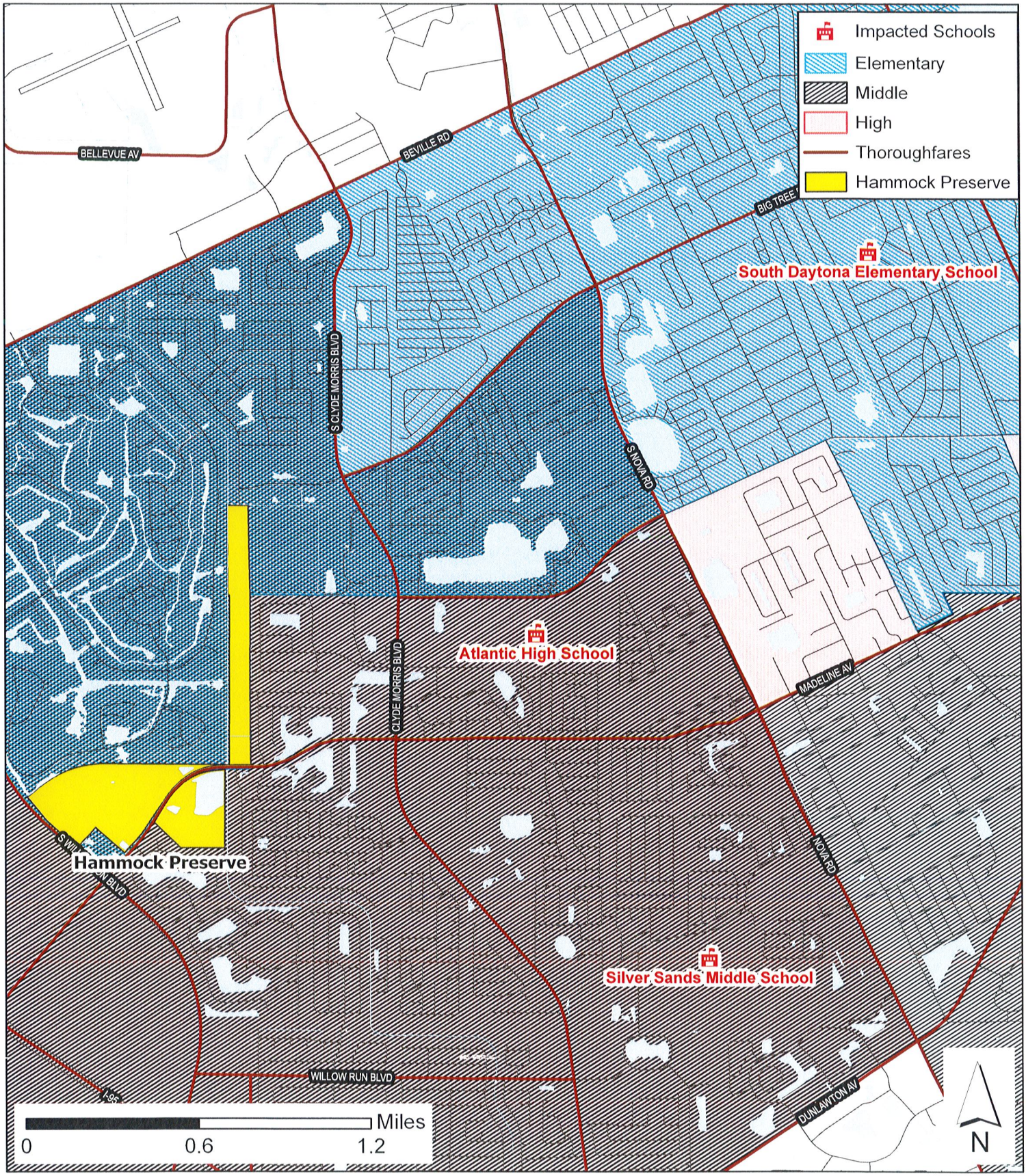


Exhibit 5

Applicant's Neighborhood Meeting Summary

Memorandum

Daytona Beach • DeLand

Post Office Box 2491
Daytona Beach, Florida 32115-2491
(386) 255-8171
CobbCole.com

To: Penelope Cruz, Planning Manager, City of Port Orange

From: Alanna Smith, Esq.

Date: October 3, 2023

Client/Matter #: Veecor Property Management, LLC -New PD in Port Orange (FLP 17,18,43)
CPAM-23-001
PRZA-23-0007

Subject: Neighborhood Meeting Summary –October 2, 2023

A neighborhood meeting for the proposed development was held at the Riverwalk Pavilion at 3431 S Ridgewood Ave, Port Orange, FL on October 2, 2023, at 6:00 p.m. – prior to the meeting, several interested residents provided written comments to the development team. Copies of the correspondence and replies are included herein.

Jessica Gow, Mark Watts and Alanna Smith with Cobb Cole were in attendance to explain the request. Dwight Durant and Kris Rowley with Zev Cohen and Associates were in attendance to address engineering concerns, Sans Lassiter and Kirsten Fawcett with Lassiter Transportation Group were in attendance to address transportation impacts, and Larry Adams and Scott Webber with ACi Architecture were in attendance for design questions. Several interested citizens attended the meeting. See the attached sign-in sheet. Ms. Gow and Mr. Watts gave an overview of the request to the interested neighbors, with Mr. Rowley providing an overview of the engineering design and Mr. Lassiter providing an overview of the transportation study planned for the site.

Many of the residents noted a general concern over the level of density proposed for the site as it related to traffic and stormwater impacts, as discussed herein. The development team explained that in terms of residential density, the proposed development did not expand density beyond the number of units currently permitted on the site under the Future Land Use, but instead clustered that density onto one of the three parcels in order to preserve open space and natural areas within the site, and provide needed areas for floodplain compensation to benefit the project and potentially alleviate flooding concerns in the surrounding area.

Several neighbors voiced their concern over the potential traffic that the project could cause on Madeline Avenue, and how this right of way had been used as a cut through to avoid other City

thoroughfares. Mr. Watts informed them that there is potential for the Madeline Avenue corridor to be extended through Walker's Green development planned within the City of Daytona Beach, though its implementation will be contingent on a few factors, such as funding. Mr. Watts also stated that the project is already under early technical review of the full-scale Traffic Impact Analysis, which is typically deferred to after the land use and zoning phase. He explained that before development can occur, the development team must look at everything within the vicinity of the site according to TPO guidelines and identify the current traffic impacts as well as background growth, vested trips from other planned development projects, and the traffic impacts created after the project is completed.

Another traffic related question from a neighbor concerned the access configuration on the site and how they will support the residents that will be frequently entering and exiting. Mr. Watts informed them that Volusia County has the design of the expansion of Williamson Boulevard from Madeline Avenue north to Beville Road in progress and are currently undertaking survey work. It was explained that construction of the Williamson widening project was funded and expected to commence before the project impacts. Mr. Lassiter informed the residents that access review and configuration will be discussed and coordinated with the City and County in the future, and that access points at this time were conceptual.

Another neighbor asked about whether the project will include a connection from the existing terminus of Yorktown Blvd to Madeline Avenue. Mr. Watts informed him that there will not be a connection proposed.

One resident asked about wildlife relocation efforts for the project, stating that he has noticed an increase of wildlife in suburban areas due to recent local developments. Mrs. Gow explained that the project will be less impactful to wildlife as a result of the proposed clustering of development in a smaller footprint and preserving natural areas of the site, especially near the northern parcel, to allow for increased open space within the development that would not be achieved through typical single family development patterns.

Flooding was another concern raised for several residents based on last season's hurricane impacts and water retention seen during the rainy season. One resident in the adjacent Sunrise Oaks development stated that the B-19 canal has caused flooding in her neighborhood for the past few years, and she was concerned that the project could intensify the flooding. Mr. Watts stated that although the B-19 canal is owned and maintained by the County, the development team understands the significance of reviewing the proposed development and its interaction with the County maintenance of the canal. He further explained that the developers do not have the right to add water into the B-19 canal or increase the rate at which water is added to the canal beyond its current condition and hydrologic flow. Mr. Rowley also informed the residents that the team is hiring a specialized group of experts to conduct a flood study of the entire basin to ensure that no one in the area will be negatively affected by development within the floodplain located within and around the site. Mr. Watts said the team believes that the project will provide the opportunity to address not only its own stormwater needs, but the needs of developments in the entire area.

Another resident who lives in Sunrise Oaks, which is on the east side of the narrow parcel located on the eastern edge of the project, asked about how dredging and other excavation on the site will impact the existing ditch in her yard, which she said has previously flooded. Mr. Rowley explained that for any property under their control, the development team will ensure that the water flows

through the property without impediment and reaches the B-19 canal as it is supposed to, which will provide a channel for the water flow coming off the residents property through the project site and into the canal system.

Several residents also inquired about development specifications on the north parcel of the property. Mr. Rowley informed them that there will be no development within that parcel, and they will only be using the site for additional flood compensating storage, including the potential excavation of some areas within the parcel to create additional storage volume. Mr. Rowley also said that they are proposing a walking trail dedicated for public use over the existing roadway on the parcel along an existing utility easement – however, due to public feedback provided in the meeting about concerns for activation of this area, the development team is reviewing whether this walking path concept should be removed.

One neighbor asked whether the site would include low-income housing. Mr. Watts explained that although it is illegal to say in a zoning document that low-income housing is prohibited from a site, the project is planned for a luxury multifamily development with the highest value in the Port Orange area; therefore, the units would be market-rate. The residents seemed satisfied with this response.

Many residents inquired about the proposed mix of land uses on the site. Mr. Watts informed them that the land use for the site currently allows for a range of residential uses, and certain areas are targeted for multifamily development. Mrs. Gow explained that although multi-family allows for several uses such as townhomes or multifamily buildings, the project will be comprised entirely of apartments. She further stated that the project is restricted to only 873 residential units and 40,000 sq. ft. of non-residential units through a site-specific policy of the comprehensive plan. One resident asked if the apartments will be solely apartment buildings – the development team responded that the draft agreement for the site allows for the provision of multiple product types within the multifamily complex, with the final design to be determined at site plan review if the project is approved.

One neighbor asked what sort of uses will be on the commercial portion of the property. Mr. Watts stated that development on that portion will depend on whether there is a market for it. He further stated that the goal of having both commercial and multi-family uses at the site is to provide for a walkable community and accessibility to support commercial uses, thus decreasing traffic in the area. The proposed uses for the commercial area were also included in the presentation for review by the residents.

Some neighbors expressed their concern that the project would create too much density in the area. One resident asked if there was a way to replace the multi-family development with single family. Mr. Watts explained that multi-family is a more responsible way to develop the property because it allows you to concentrate the development on a larger parcel. Another resident asked how many floors the apartments would be; Mr. Watts stated that the zoning allows them to go up to 65-feet, which is approximately five stories, and that the development agreement currently requires any development within 100 feet of the property line to be limited to a height of 45 feet in order to create a gradual transition area between single family and taller multi-family buildings.

The neighbors were concerned about how the new development would impact capacity at the local schools. Mr. Watts explained that during both the rezoning phase of the development and before

they can begin construction, the development team must ask local schools if they have the capacity for the new development. This includes any time that new proposals are added to the site. If the schools state that they do not have the capacity for the project, Mr. Watts stated that the development team will not have permission to build until mitigation was provided to offset that need for capacity.

One resident asked the timeline for when construction will begin on the project. Mr. Rowley stated that if approved, the earliest timeframe for construction would be within initial activities occurring within approximately 18-months to 2 years.

Ms. Gow and Mr. Watts thanked the neighbors for their attendance.

We have included the list of property owners to whom we sent the Invitation to Neighborhood Meeting, a copy of the Invitation, and a photo of the sign we posted on the property.

We look forward to this item being scheduled for the Planning Board and the City Commission at their next available meetings.

Thanks.

Tequila Nelson

From: Mark Watts
Sent: Monday, October 2, 2023 1:31 PM
To: arz3795@aol.com
Cc: Alanna Smith; Jessica Gow; Tequila Nelson
Subject: RE: HAMMOCK PRESERVE

Mrs. Zaffuto,

Good afternoon. I am one of the attorney's representing the owner of the property next to your home. Thank you for reaching out with your questions and concerns.

I am sorry to say that you were given partially incorrect information about the property located behind your house. While the general protections of the City's tree ordinance do apply to the property (protections for specimen and historic size trees and the requirement for mitigation of trees removed), the property is not classified as conservation. In fact, the current city land use for the property is Suburban Residential, which permits 2-4 units per acre of single-family housing to be built on the property. To put that in context, a development based on that density would be similar to the development in the Sunset Cove neighborhood, to your south.

That said, I can confirm that the proposal we will be discussing at our meeting this evening does not include the development of homes on that parcel. Instead, our client is proposing that the density associated with that portion of the property be relocated to the larger parcel on the north side of Madeline and west of the B-19 drainage canal. The property behind your home is proposed for open space area and stormwater improvements.

Please let me know if you have any additional questions. I look forward to speaking with you this evening if you will be at the meeting.

COBB COLE
Attorneys at Law
Since 1925

Mark Watts
Florida Bar No. 157521
Cobb Cole
231 North Woodland Boulevard
DeLand, FL 32720
(D) 386-736-7700 | (F) 386-785-1549
Website | Bio

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From: Annmarie Zaffuto <arz3795@aol.com>
Sent: Saturday, September 30, 2023 2:18 PM
To: Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: HAMMOCK PRESERVE

Dear Sir or Madam,

I am writing about OUR concern to what the owner's intention is for Parcel #3. When WE, the original owners, purchased our homes on the west side of Grove View Lane, with our back yards connecting to Parcel #3, the builder told us that the land would never be developed because of the endangered species trees and vegetation that exist there.

We were given a business card and were told that if we had any problems with the trees or vegetation to call, "SOUTHERN FOREST MANAGEMENT SERVICES, INC., TIMBER AND WILDLIFE SPECIALISTS." I've called them twice over the 30 years that I've owned my home. I was again told that trees back there were endangered and could not be cut down.

We would like the intention of Parcel #3 to remain as is. My question is, is the intention of the builders to strip ALL tress and vegetation from Parcel #3 and leave it bare or is the intention to leave a natural buffer which we prefer?

Sincerely,

Joe & Annmarie Zaffuto
3795 Grove View Lane
Port Orange, FL 32129
386-322-0706

Tequila Nelson

From: Jessica Gow
Sent: Monday, October 2, 2023 10:23 PM
To: Mark Watts; Tequila Nelson
Subject: Fwd: Madeline & Williamson Blvd's Development Presentation

Sent from my mobile device, please excuse any spelling or grammar mistakes! 😊

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

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From: dkurtz0626@gmail.com <dkurtz0626@gmail.com>
Sent: Monday, October 2, 2023 10:06:02 PM
To: Jessica Gow <jessica.gow@cobbcole.com>; Kris Rowley <Krowley@zevcohen.com>
Subject: Madeline & Williamson Blvd's Development Presentation

Jessica & Kris, Thank you and your team for tonight's information presentation. It was interesting and worth my wife's and my attending.

I live in the adjacent Town Park development and highly agree with the proposed improvement to Williamson Blvd. North to Beville. The county has promised this for many years and never delivered.

Please make a note that Madeline Ave needs to be widened to 4 lanes where it is 2 lanes East of Town Park, plus currently Port Orange is in violation of Federal ADA requirements by not providing an ADA compliant sidewalk for citizens like my wife who use an ECV scooter to get from our development to the grocery stores, Perrine's or Walmart Neighborhood Market on Clyde Morris @ Madeline.

Thank you very much!
Dean

Sent from my iPhone

Tequila Nelson

From: Mark Watts
Sent: Monday, September 25, 2023 10:35 AM
To: Tequila Nelson; Jessica Gow; Alanna Smith
Subject: RE: Hammock Preserve

Ok, thanks Tequila.

Mark Watts
Florida Bar No. 157521
Cobb Cole
231 North Woodland Boulevard
DeLand, FL 32720
(D) 386-736-7700 | (F) 386-785-1549
Website | Bio

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From: Tequila Nelson <tequila.valdez@cobbcole.com>
Sent: Monday, September 25, 2023 10:34 AM
To: Jessica Gow <jessica.gow@cobbcole.com>; Mark Watts <Mark.Watts@cobbcole.com>; Alanna Smith <alanna.smith@cobbcole.com>
Subject: Hammock Preserve

Got my first call from a concerned resident.

Dana & James Guardino
1426 Richel Dr.
Port Orange, FL
Sunrise Oaks area

They are not in favor of the development and is worried about the traffic it will cause. Both will be in attendance of the meeting.

Thanks,

Tequila Nelson
Legal Assistant
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9264 | (F) 386-323-9207
Website

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Tequila Nelson

From: Tequila Nelson
Sent: Friday, October 6, 2023 10:20 AM
To: Kim Fessock
Cc: Jessica Gow
Subject: RE: building on Madeline In Port Orange

Kim,

We will include your concern in our neighborhood meeting summary. If you have any questions on the specific development proposal, please let us know and we would be happy to discuss.

Thanks,

Tequila Nelson
Legal Assistant
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9264 | (F) 386-323-9207
Website

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From: Kim Fessock <2lobsterster@gmail.com>
Sent: Monday, September 25, 2023 2:25 PM
To: Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: building on Madeline In Port Orange

We do not want anything built on Madeline. There is already going to be too much traffic because of all the condo's by our Walmart.

Print Form

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
First Reading – Ordinance No. 2024-03 – PUD Rezoning and Hammock Preserve Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) (Case No. PRZA-23-0007)

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law[1] for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
A request by the property owners to rezone 32.4 acres from R-8SF (single-family residential) to PUD (Planned Unit Development) and establish the Hammock Preserve Master Development Agreement and Conceptual Development Plan for a 149.2-acre site.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:
N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:
N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful[2] (if any):
This ordinance is for a private property owners requesting to change the zoning of their property.

[2] *You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*