REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 3, 2026

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. Silent Invocation
2. Pledge of Allegiance
3. Roll Call
4. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

5. Approval of Minutes
    a. Regular City Council Meeting - January 13, 2026
6. Bid Awards and Contract Items
    a. Approval of Task Authorization No. 7 with Zev Cohen and Associates, Inc. for the design of the Devon Street Stormwater Improvement Project (SW263)
    b. Approval of Task Authorization No. 8 with Zev Cohen and Associates, Inc. for the design of the Sweetwater Boulevard Stormwater Improvement Project (SW263)
    c. Approval of Change Order No. 1 to the AIA Agreement for ITB #25-02 for the Construction of the Forestry Building with S.A. Casey Construction, Inc.
    d. Approval to Award ITB #25-01 to Enviro-Tech Systems, Inc. for the Police Department Shooting Range Berm Restoration
7. Authorize the Port Orange Police Department to enter into a Memorandum of Understanding with the United States Department of Veterans Affairs, Orlando Care System
8. Ratification of the Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida

9. Resolution No. 26-6 - Webster Creek Mitigation Bank Wetland Reservation and Purchase Agreement for the Cambridge Canal Pump Station Upgrades Project
10. Resolution No. 26-7 - Farmton Mitigation Bank Credit Reservation and Purchase Agreement for the Cambridge Canal Pump Station Upgrades Project
11. Resolution No. 26-8 - Approval of State of Florida Department of Environmental Protection Grant Agreement in the amount of $1,400,000 for the upgrade of the Ponce Inlet Master Lift Station and Replacement of the Wastewater Pipes along S. Peninsula Drive

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

D. COMMENTS AND ADDITIONAL ITEMS

12. Council Members
13. City Attorney
14. City Manager

E. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Planning Commission Appointment
16. Parks and Recreation Board Report

F. REGULAR AGENDA

17. Resolution No. 26-10 - Approval of the Sale of Property to the Florida Department of Transportation for the I-4 Truck Parking
18. First Reading - Ordinance No. 2026-1 - Amending Chapter 74, Article II - Utilities, Water Service of the Code of Ordinances related to private water systems in the City

G. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports
    a. Volusia Flagler TPO - Councilman Jonathan Foley

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

PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.

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
JANUARY 13, 2026

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Scott Stiltner at 6:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Jonathan Foley Councilman Shawn Goepfert Councilman Lance Green Vice Mayor Tracy Grubbs Mayor Scott Stiltner
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Deputy City Clerk Amanda Bonin

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, resident, commented on Item #12 mentioning it shouldn't be listed on the consent agenda, and that any easement vacation should include consideration for the City. Mr. Reinhagen also expressed his concerns about Item #11 on utility billing, being on the consent agenda.

Eric Muller, resident, introduced himself as the requestor for the partial vacation of a tree conservation easement, and provided further information on his request, indicating he is not removing any trees in this conservation easement.

CONSENT AGENDA

5. Approval of Minutes
    a. Regular City Council Meeting - December 9, 2025
6. Bid Awards and Contract Items
    a. Approval of Task Authorization No. 6 to Paul Culver Construction Co., Inc. for Fire Alarm Modifications at the YMCA
    b. Approval of Change Order No. 1 to Task Authorization No. 3 to Zev Cohen & Associates, Inc. for Design & Permitting of the Down Under Phase 1 Project
    c. Ratification of the Standard Contract for Services with All State Civil Construction, Inc. for the Emergency Repair of a Sewer Lateral located at 223 Charles Street

7. Approval of the Central Florida Child Abduction Response Team (CART) Mutual Aid Agreement with the Florida Department of Law Enforcement

8. Resolution No. 26-1 - Approval of First Quarter Budget Amendments for Fiscal Year 2025-2026

9. Resolution No. 26-2 - Approval of the Subgrant Agreement with the Florida Department of Transportation accepting a grant in the amount of $40,000 for a Motorcycle Safety and Awareness High Visibility Enforcement Campaign

10. Resolution No. 26-3 - Approval of the Subgrant Agreement with the Florida Department of Transportation accepting a grant in the amount of $30,000 for a Speeding and Aggressive Driving Enforcement Campaign

11. Resolution No. 26-4 - Establishing and Adopting Water, Wastewater, Reclaimed and Other Miscellaneous Utility Fees

12. Resolution No. 26-5 - Partial Vacation of a Tree Conservation Easement on Lot 11, Rolling Hills Estates, Phase 2

Councilman Lance Green asked that Item #12 be pulled for further discussion.

> Motion to remove Item #12 from the Consent Agenda for further discussion was made by Councilman Lance Green and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by voice vote.
>
> Motion to approve Consent Agenda Items #5-11 was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

Councilman Lance Green expressed his concerns on Item #12 and asked Community Development Director Tim Burman to answer questions on the item, which he did.

Councilman Shawn Goepfert commented on the item and clarified details with the requestor.

> Motion to approve Item #12 was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs. Motion carried 4-1 with Councilman Lance Green voting no.

RECOGNITION AND PROCLAMATIONS

13. Human Trafficking Awareness

Mayor Stiltner read the Human Trafficking Awareness Proclamation.

14. Florida Arbor Day

Mayor Stiltner read the Florida Arbor Day Proclamation.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Janette Kearsch, resident, expressed her concerns with the utility fee increase as well as her concerns with meter reading, and a permitting issue with a neighbor that affected her electricity.

Valinda Bradley, resident, inquired about recycling in the City and wanted to know if recycling actually occurs and why glass isn't recycled anymore.

Sandra Snodgrass, resident, expressed her concerns about the utility fee increase and the quality of the water. She further spoke on the Let Volusia Vote Campaign regarding chemically treated sewage water being pumped into the aquifer.

Darlene Kochendoerfer, resident, spoke on the Trap, Neuter, Release (TNR) program and recommended the City sign a TNR contract with the Redinger Clinic to keep the five appointments a week moving along.

COMMENTS AND ADDITIONAL ITEMS

15. Council Members

Mayor Scott Stiltner commented on the utilities rate increase and explained that a comprehensive study was completed in 2022. When the results were received in 2023, the City decided to implement small, incremental rate increases rather than a single large increase. Mayor Stiltner also discussed the extensive global challenges associated with recycling, noting that recycled materials must have buyers. When there is an oversupply of materials and continued inflow, some items ultimately end up in landfills. Mayor Stiltner requested the City Manager to have someone reach out to Waste Pro and to provide an update on the global recycling market at a future City Council meeting. Additionally, City staff and Council will be in Tallahassee next week for the Florida legislative session to meet with State Legislators and advocate for state funding.

Councilman Jonathan Foley thanked City staff for their assistance during the holiday break, even while City offices were closed. He also commented on the use of the consent agenda and explained how it is utilized, noting the importance of being mindful when placing items such as utility billing on consent, referencing this meeting when residents spoke on an issue after it had already been voted on.

Mayor Stiltner advised that residents and Council Members are still able to speak on items, even after they have been addressed and even if they are on the Consent Agenda.

Vice Mayor Tracy Grubbs commented on Consent Agenda Items #9 and 10, noting that they brought the City's Police Department approximately $70,000 in grant funding.
Vice Mayor Grubbs also highlighted the Riverwalk Morning Market, which is held on the second and last Saturday of each month. Additionally, he addressed recent scam alerts being issued by the Police Department, reminding the public that the Police Department will never call or text threatening an arrest, as such communications are scams. He also mentioned that an e-bike classification pamphlet outlining applicable rules has been released, with additional rules and regulations forthcoming through the legislative process. Finally, he advised that the improper use of e-bikes may result in a ticketable offense and thanked the young adults in the audience for getting involved and for attending the Council meeting.

Councilman Shawn Goepfert expressed deep appreciation for first responders, noting firsthand how quickly they respond, recognizing their hard work, and then commented on the importance of paying close attention to bills being presented to the Legislature for consideration and voting.

Councilman Lance Green noted that the City Manager sends out a weekly report and highlighted that there are several open career positions within the City. Councilman Green also mentioned the need for a non-emergency phone line for the City.

16. City Attorney

There was nothing further.

17. City Manager

Wayne Clark, City Manager, reported that FPL has informed the City of a large tree-clearing operation scheduled prior to the 2026 storm season, which is expected to significantly impact the area. He noted that the orange Asplundh trucks seen in the City belong to a company contracted by FPL.

Additionally, Mr. Clark provided an update on the Riverwalk Project, stating that as of January 14, 2026, the property will be back on the market and the lot cleared. The City intends to return to Council in March with a list of interested parties. Mr. Clark also mentioned that the real estate company advises that successful events in the Riverwalk area would support its marketing efforts.

Susan Lovallo, Parks and Recreation Director, provided an update on the boat ramp project, presenting a PowerPoint and responding to Council members' questions.

Mayor Stiltner commented on the project and requested that City staff monitor the north side of the ramp due to transient usage, noting that individuals are using various floating devices to reach the adjacent islands. He emphasized the need to ensure these activities

do not interfere with residents launching and loading their boats.

Vice Mayor Tracy Grubbs clarified that the fishing piers will remain open throughout the project, except when the parking lot area is being paved.

Councilman Jonathan Foley raised a concern regarding a business advertising the boat ramps as their business location and asked that staff investigate the matter.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Golf Advisory Board Report

Richard Lee, Chair, provided a report on the Golf Advisory Board. Mr. Lee commended the pro shop, staff, and the greens, stating the flow of golfers has improved dramatically. Lastly, Mr. Lee advised golf lessons are being offered occasionally on Saturdays for $10. Councilman Foley asked if the board was looking into the Top Golf addition to the driving range. Mr. Lee commented on the pros and cons of an addition and indicated the cost would be too high.

PUBLIC HEARING

19. Second Reading - Ordinance No. 2025-30 - Small-Scale Comprehensive Plan Future Land Use Amendment/1737 Fern Park Drive (Case No. CPAM-25-0003)

Attorney Jones read Ordinance No. 2025-30.

ORDINANCE NO. 2025-30

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 +9.37 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0.2-4 UNITS/ACRE) TO CITY OF PORT ORANGE RURAL TRANSITION (0-2 UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF FERN PARK DRIVE, EAST OF TAYLOR ROAD; AUTHORIZE TRANSMITTAL TO REQUIRED AGENCIES; AND PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2025-30 was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

20. Second Reading - Ordinance No. 2025-31 - Conventional Rezoning/1737 Fern Park Drive (Case No. REZONING-25-0005)

Attorney Jones read Ordinance No. 2025-31.

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ±9.37 ACRES FROM VOLUSIA COUNTY A-2 RURAL AGRICULTURE TO CITY OF PORT ORANGE AGRICULTURE (A), GENERALLY LOCATED ON THE SOUTH SIDE OF FERN PARK DRIVE, EAST OF TAYLOR ROAD; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2025-31 was made by Councilman Shawn Goepfert and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

21. Second Reading - Ordinance No. 2025-32 – Land Development Code (LDC) Amendment/Chapter 16 - Certified Recovery Residences (Case No. DCAM-25-0006)

Attorney Jones read Ordinance No. 2025-32.

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 16 OF THE LAND DEVELOPMENT CODE TO ESTABLISH A NEW SECTION IN CHAPTER 16 MISCELLANEOUS REGULATIONS, FOR THE PURPOSE OF ESTABLISHING PROCEDURES FOR REVIEW AND APPROVAL OF A CERTIFIED RECOVERY RESIDENCE; PROVIDING FOR DEFINITIONS; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; ENSURING CONSISTENCY AND COMPLIANCE WITH RECENTLY ADOPTED STATE LEGISLATION AMENDING CHAPTER 397, FLORIDA STATUTES; PROVIDING FOR THE DESIGNATION OF AN ADMINISTRATIVE AUTHORITY FOR THE REVIEW AND APPROVAL PROCESS; SETTING FORTH THE TIMEFRAME REQUIREMENTS RELATED TO THE REVIEW AND APPROVAL PROCESS FOR CERTIFIED RECOVERY RESIDENCE APPLICATION AND REASONABLE ACCOMMODATIONS REQUESTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND

PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2025-32 was made by Vice Mayor Tracy Grubbs and Seconded by Councilman Shawn Goepfert. Motion carried unanimously by roll call vote.

ADJOURNMENT - 7:29 p.m.

_____
Mayor Scott Stiltner

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B6a) Approval of Task Authorization No. 7 with Zev Cohen and Associates, Inc. for the design of the Devon Street Stormwater Improvement Project (SW263)

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 7 with Zev Cohen & Associates, Inc. for design services for the Devon Street Stormwater Improvement Project for an amount not to exceed $117,910; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: Staff is requesting approval of Task Authorization (TA) No. 7 with Zev Cohen & Associates, Inc. under the Master Contract for Professional Engineering Services (CA7764) as it relates to the design of the Devon Street Stormwater Improvement Project (SW263) for an amount not to exceed $117,910.

Based on multiple discussions with nearby residents, it was believed that the stormwater pond along Devon Street—located between English Oaks Drive and Forest Troll Drive—overtopped during Hurricanes Ian (2022) and Milton (2024). According to residents, this overtopping caused water to discharge from the northeast corner of the pond into the adjacent properties at 240 and 242 N. Brighton Drive.

In addition to these reports, the area was analyzed as part of the Stormwater Master Plan (SWMP) modeling effort. The model results confirmed the residents' observations, indicating that the pond did indeed experience overtopping under the referenced storm events.

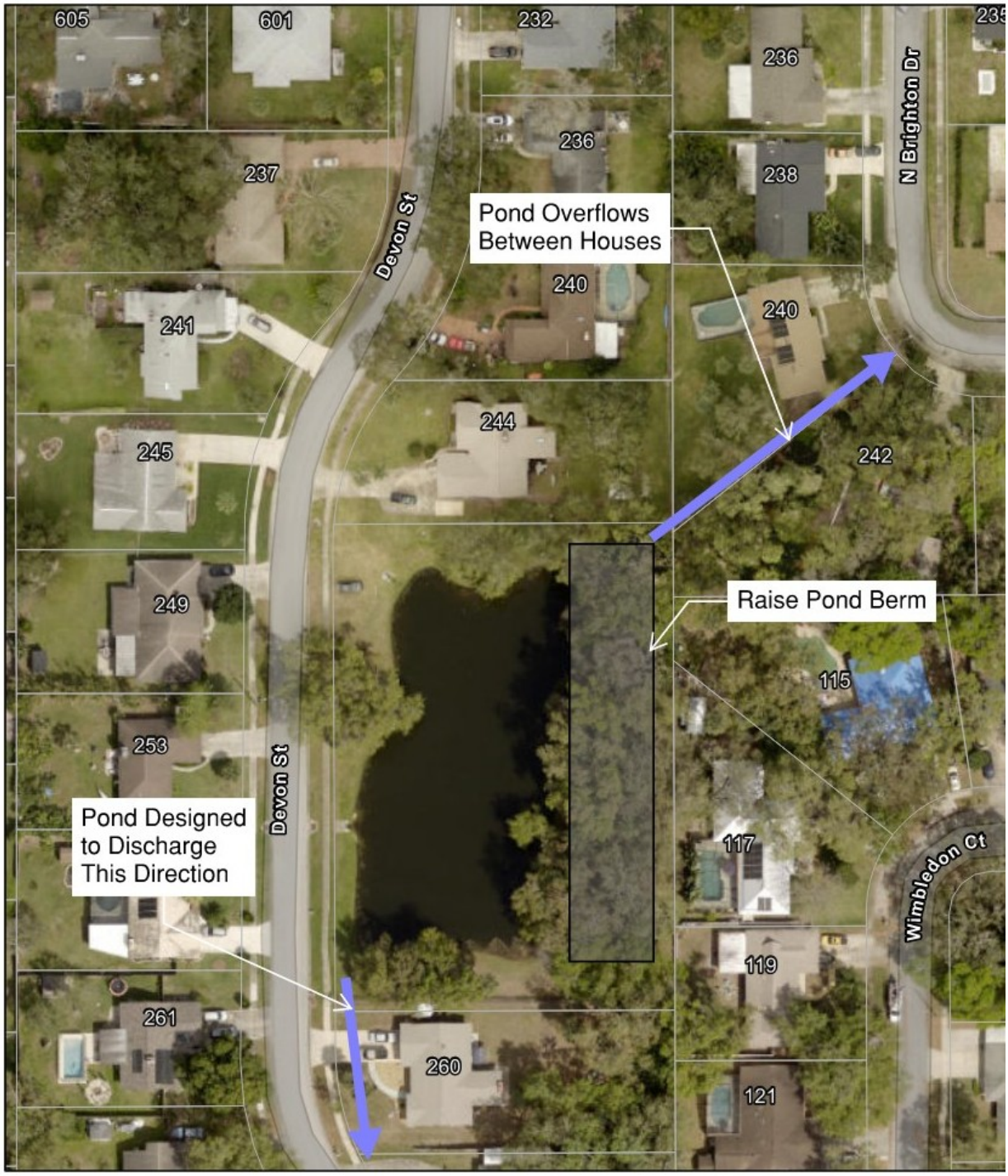
Following the evaluation of potential improvement alternatives, Staff recommends expanding the existing pond and increasing the elevation of the top of the bank, with specific attention to the northeast corner. This approach aims to increase available storage capacity and freeboard, thereby reducing the likelihood of future overtopping and preventing unintended discharge from the site.

Zev Cohen and Associates, Inc. has provided a scope of work that includes design, permitting, and bidding assistance. As a part of the design task, they will perform additional modeling of the surrounding area's stormwater system to confirm the existing conditions. The base model for the area will be built from the model developed with the recently completed Stormwater Master Plan.

This project is funded in the adopted FY26 CIP budget.

The completion date of TA No. 7 will be 24 months from the Notice to Proceed.

Devon St. Pond



PRESENTER: Junos Reed

ATTACHMENTS:

1.	Zev Cohen and Associates, Inc. Task Authorization No 7 - Devon Street Stormwater Drainage Improvements	Zev Cohen and Associates, Inc. Task Authorization No 7 - Devon Street Stormwater Drainage Improvements.pdf
2.	Zev Cohen - Scope of Work TA 7 Devon	Zev Cohen - Scope of Work TA 7 Devon.pdf
3.	EXECUTED - Renewal Form 2 - Zev Cohen and Associates Inc_	EXECUTED - Renewal Form - Zev Cohen and Associates Inc_.pdf
4.	Executed Zev Cohen Renewal Form 1 - 1-13-2025	Executed Zev Cohen Renewal Form 1-13-2025.pdf
5.	Master Contract Zev Cohen and Associates CA7764	Master Contract Zev Cohen and Associates CA7764.pdf
6.	Zev Cohen - HTA - Final Renewal_MDD signed	Zev Cohen - HTA - Final Renewal_MDD signed.pdf
7.	Zev Cohen COI 11.21.2026	Zev Cohen COI 11.21.2026.pdf

Julia Wiggins	Created/Initiated - 12/16/2025
Richard Colby	Approved - 12/16/2025
Junos Reed	Approved - 12/29/2025
Sue Wang	Approved - 12/31/2025
Matthew Jones	Approved - 01/14/2026
Wayne Clark	Final Approval - 01/23/2026

TASK AUTHORIZATION NO. 7
Master Contract for Services dated January 18, 2022
Between the City of Port Orange, Florida and Zev Cohen & 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 **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated January 18, 2022, 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 the **Devon Street Drainage Improvements** and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within **24 months (730 days)** of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **$117,910.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

_____ By: _____

Printed Name: _____ Robert J. Ball, 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: _____

Printed Name: _____

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

[CA7764]

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

Zev Cohen and Associates, Inc.

Scope of Work

Based on discussions with staff the City desires to expand the existing pond and raise the top of bank, especially on the north east corner. The intent of this project is to create additional freeboard and storage and prevent unintended discharge from the north east corner of the site. The scope of the project includes high level, modeling of the surrounding area and existing stormwater system to confirm the existing conditions. ZCA shall utilize existing permitted files and LIDAR information as this is not a detailed comprehensive modeling exercise. We do not anticipate any utility improvements.

Task 1.0 Preliminary Design

A. ZCA will contract with a survey subconsultant to prepare topographic survey of the project limits.
B. Upon completion of the survey, ZCA will walk the project limits with City Staff and discuss/confirm specific areas of concern with the trees, grading, and drainage.

Task 2.0 Final Design

A. ZCA shall prepare 60%, 90%, and 100% design plans and specifications of the civil components for the City's review.
B. A cost estimate will also be prepared at the 90% and 100% submittals.

Task 3.0 Permitting

A. ZCA shall pursue at St. John's River Water Management District permit modification for the proposed improvements. We do not anticipate having to meet the current TMDL or permitting requirements. We anticipate a minor mod to simply provide additional freeboard and storage.
B. No specific City permitting is anticipated as this project is generally considered a replacement/maintenance project; however, we understand the internal review of the Plans will likely include reviews by the Development Review Staff. If any historic trees are impacted, we will work with City Staff in support of an application/approval by the City Council for its removal.

Task 4.0 Surveying Services

A. See attached scope of services from Sliger & Associates, Inc.

Task 5.0 Bidding Services

A. Assist the City in preparing a bid package utilizing the 100% plans and specifications. We understand the City's Purchasing Department will lead the effort and ZCA shall provide support as needed.
B. Attend the pre-bid meeting coordinated and conducted by the City.
C. Assist the City in responding to Contractor's questions and preparing addenda as required.
D. Attend the bid opening and review the bid responses in order to make a recommendation to the City.

Task 6.0 - Construction Administration and CEI Services are not included but a separate proposal can be provided if needed.

Fee Schedule	Subconsultant	ZCA
Task 1 - Preliminary Design		$5,000.00
Task 2 – Final Design		$80,000.00
Task 3 – Permitting		$20,000.00
Task 4 – Surveying Services	$8,910.00	
Task 5 – Bidding Services		$4,000.00
Task 6 – Construction Administration (TBD)		
Total (Including Sub Consultant)	$117,910.00	

RJB/ns
25263c01 TA REV 12.8.25

"Celebrating 50 Years"

SLIGER & ASSOCIATES
surveyors

October 22, 2025

Robert Ball, P.E.
Zev Cohen & Associates, Inc.
300 Interchange Blvd. Suite C
Ormond Beach, FL. 32174
Email: bball@zevcohen.com
Phone: 386-677-2482
Delivered via email

Re: Proposal of Surveying and Mapping Service (PRO-0599) for Devon Street Retention 1.4 acre Site, Port Orange, Florida. Parcel ID: 632106000001

Dear Mr. Ball:

Sliger & Associates is pleased to submit our proposal for Surveying and Mapping Services for the above-mentioned project.

SCOPE OF SERVICES

Task: Prepare a Specific Purpose Survey

Sliger staff will prepare the following:

- Prepare a Specific Purpose Survey in NAVD 88 Vertical Datum and NAD 83 FL East Horizontal Datum, that meets the Standards of Practice set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 Administration code pursuant to section 472.027, Florida statutes.
- Vertical control will be transferred from the nearest proven reference monumentation.
- Set site Benchmarks 2 Minimum.
- Collect topographic data on a grid, suitable for the creation of 1-foot contours Within the Parcel and a 25' overlap of the adjoining Parcels.
- Collect topographic information of off-site area in northeast corner for possible drainage issues.
- Locate all existing drainage structures on-site and the contributing off-site structures.
- Create a CAD Surface model.
- The location and mapping of improvements and utilities will be limited to above ground visible evidence and mapping of subsurface features. Accessible underground utilities such as utility structures, inverts, pipe locations size and material will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by utility owners when notified by Florida 811 and any above ground evidence and any as-builts and GIS maps supplied by the client.

Task: Will be completed for a fixed fee: **$8,910.00**

Time frame for beginning the work is 1-2 weeks from signed proposal based on site access & conditions of the work area.

Any additional work outside of the above scope will be performed at our current hourly rates.

TERMS OF CONTRACT

Sliger & Associate, Inc. (S&A) will invoice monthly in accordance with the percentage complete and Final Bill at the conclusion of the project. Payment will be due upon receipt of the invoice. If an invoice is not paid in full within sixty (60) days, S&A reserves the right to stop all work, record a lien as authorized by Florida's Construction Lien Law, and notify property owners if different from the Addressee. Any past due balances over thirty (30) days are subject to reasonable interest costs at the time of signature. It is understood that this agreement between S&A and the Addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collection the client is responsible for the cost of the collection including reasonable attorney fees. Failure to make payment within said sixty (60) days shall release S&A from all claims which the Addressee may have, whether known or unknown at the time. The signer for the Addressee personally guarantees the amounts due under the agreement. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. S&A will begin work upon receipt of a signed copy; the agreement acts as A Notice of Commencement.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to the project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

Jeffrey S. Haffendorf
Senior Project Manager

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature	Type/Print Name & Title
Date	Firm

Zev Cohen and Associates, Inc.

Scope of Work

Based on discussions with staff the City desires to expand the existing pond and raise the top of bank, especially on the north east corner. The intent of this project is to create additional freeboard and storage and prevent unintended discharge from the north east corner of the site. The scope of the project includes high level, modeling of the surrounding area and existing stormwater system to confirm the existing conditions. ZCA shall utilize existing permitted files and LIDAR information as this is not a detailed comprehensive modeling exercise. We do not anticipate any utility improvements.

Task 1.0 Preliminary Design

A. ZCA will contract with a survey subconsultant to prepare topographic survey of the project limits.
B. Upon completion of the survey, ZCA will walk the project limits with City Staff and discuss/confirm specific areas of concern with the trees, grading, and drainage.

Task 2.0 Final Design

A. ZCA shall prepare 60%, 90%, and 100% design plans and specifications of the civil components for the City's review.
B. A cost estimate will also be prepared at the 90% and 100% submittals.

Task 3.0 Permitting

A. ZCA shall pursue at St. John's River Water Management District permit modification for the proposed improvements. We do not anticipate having to meet the current TMDL or permitting requirements. We anticipate a minor mod to simply provide additional freeboard and storage.
B. No specific City permitting is anticipated as this project is generally considered a replacement/maintenance project; however, we understand the internal review of the Plans will likely include reviews by the Development Review Staff. If any historic trees are impacted, we will work with City Staff in support of an application/approval by the City Council for its removal.

Task 4.0 Surveying Services

A. See attached scope of services from Sliger & Associates, Inc.

Task 5.0 Bidding Services

A. Assist the City in preparing a bid package utilizing the 100% plans and specifications. We understand the City's Purchasing Department will lead the effort and ZCA shall provide support as needed.
B. Attend the pre-bid meeting coordinated and conducted by the City.
C. Assist the City in responding to Contractor's questions and preparing addenda as required.
D. Attend the bid opening and review the bid responses in order to make a recommendation to the City.

Task 6.0 - Construction Administration and CEI Services are not included but a separate proposal can be provided if needed.

Fee Schedule	Subconsultant	ZCA
Task 1 - Preliminary Design		$5,000.00
Task 2 – Final Design		$80,000.00
Task 3 – Permitting		$20,000.00
Task 4 – Surveying Services	$8,910.00	
Task 5 – Bidding Services		$4,000.00
Task 6 – Construction Administration (TBD)		
Total (Including Sub Consultant)	$117,910.00	

RJB/ns
25263c01 TA REV 12.8.25

"Celebrating 50 Years"

SLIGER & ASSOCIATES
surveyors

October 22, 2025

Robert Ball, P.E.
Zev Cohen & Associates, Inc.
300 Interchange Blvd. Suite C
Ormond Beach, FL. 32174
Email: bball@zevcohen.com
Phone: 386-677-2482
Delivered via email

Re: Proposal of Surveying and Mapping Service (PRO-0599) for Devon Street Retention 1.4 acre Site, Port Orange, Florida. Parcel ID: 632106000001

Dear Mr. Ball:

Sliger & Associates is pleased to submit our proposal for Surveying and Mapping Services for the above-mentioned project.

SCOPE OF SERVICES

Task: Prepare a Specific Purpose Survey

Sliger staff will prepare the following:

- Prepare a Specific Purpose Survey in NAVD 88 Vertical Datum and NAD 83 FL East Horizontal Datum, that meets the Standards of Practice set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 Administration code pursuant to section 472.027, Florida statutes.
- Vertical control will be transferred from the nearest proven reference monumentation.
- Set site Benchmarks 2 Minimum.
- Collect topographic data on a grid, suitable for the creation of 1-foot contours Within the Parcel and a 25' overlap of the adjoining Parcels.
- Collect topographic information of off-site area in northeast corner for possible drainage issues.
- Locate all existing drainage structures on-site and the contributing off-site structures.
- Create a CAD Surface model.
- The location and mapping of improvements and utilities will be limited to above ground visible evidence and mapping of subsurface features. Accessible underground utilities such as utility structures, inverts, pipe locations size and material will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by utility owners when notified by Florida 811 and any above ground evidence and any as-builts and GIS maps supplied by the client.

Task: Will be completed for a fixed fee: **$8,910.00**

Time frame for beginning the work is 1-2 weeks from signed proposal based on site access & conditions of the work area.

Any additional work outside of the above scope will be performed at our current hourly rates.

TERMS OF CONTRACT

Sliger & Associate, Inc. (S&A) will invoice monthly in accordance with the percentage complete and Final Bill at the conclusion of the project. Payment will be due upon receipt of the invoice. If an invoice is not paid in full within sixty (60) days, S&A reserves the right to stop all work, record a lien as authorized by Florida's Construction Lien Law, and notify property owners if different from the Addressee. Any past due balances over thirty (30) days are subject to reasonable interest costs at the time of signature. It is understood that this agreement between S&A and the Addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collection the client is responsible for the cost of the collection including reasonable attorney fees. Failure to make payment within said sixty (60) days shall release S&A from all claims which the Addressee may have, whether known or unknown at the time. The signer for the Addressee personally guarantees the amounts due under the agreement. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. S&A will begin work upon receipt of a signed copy; the agreement acts as A Notice of Commencement.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to the project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

Jeffrey S. Haffendorf
Senior Project Manager

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature	Type/Print Name & Title
Date	Firm

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

Verify your records by providing the following information:

Name of Company/Organization: Zev Cohen and Associates, Inc. ("Contractor")

Name of Contact Person: M. Dwight Durant, Director

Mailing Address: 300 Interchange Blvd, Suite C
Ormond Beach, FL 32174

E-Mail Contact Address: ddurant@zevcohen.com

Phone: (386) 677-2482 Fax: (386) 677-2505

- [x] Standard Contract for Service CA No. 7764
- [ ] Piggyback Agreement CA No. _____
- [ ] Purchase Order No. _____

Renewal Term: From January 18, 2026 To: January 17, 2027

Contractor to Provide to City:

- [ ] Updated Bond
- [ ] Insurance Certificate/City as additional insured and Waiver of Subrogation for WC
- [x] Human Trafficking Affidavit

To be completed by the Contractor:

YES x Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO ____ Contractor does not desire to renew this Agreement for another term.

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.

Contractor's Authorized Representative: _____ **Date:** 11/5/25
Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

- [x] Renewal Accepted by the Department
- [ ] Bond received by the Department ***OR*** [x] Bond not applicable
- [x] Insurance Certificate received by the Department ***OR*** [ ] Insurance waived by City Manager

City Manager: _____ **Date:** 11/25/2025

Original Signed Form Must Be Returned to the City Clerk *Form 13024*

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*****

Verify your records by providing the following information:

Name of Company/Organization: Zev Cohen and Associates, Inc. ("Contractor")

Name of Contact Person: M.Dwight Durant, Director

Mailing Address: 300 Interchange Blvd, Suite C
Ormond Beach, FL 32174

E-Mail Contact Address: ddurant@zevcohen.com

Phone: (386) 677-2482 Fax: (386) 677-2505

- ☒ Standard Contract for Service CA No. 7764
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal Term: From January 18, 2025 To: January 17, 2026

Contractor to Provide to City:

- ☐ ~~Updated Bond~~ N/A
- ☑ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES X Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO _____ Contractor does not desire to renew this Agreement for another term.

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.

Contractor's Authorized Representative: _____ **Date:** 1-8-2025
Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mai: **jwiggins@port-orange.org**

For City Use Only:

Department Completes the Following:

- ☒ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☒ Bond not applicable
- ☒ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 1/13/2025

Original Signed Form Must Be Returned to the City Clerk

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 **ZEV COHEN AND ASSOCIATES, INC.**, a Florida corporation, whose principal address is 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174. ("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 Hourly 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. 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:
Zev Cohen and Associates, Inc.
Attention: M. Dwight Durant, Director
300 Interchange Boulevard
Suite C
Ormond Beach, Florida 32174
(386) 677-2482 - Telephone
(386) 677-2505 – Facsimile
ddurant@zevcohen.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: Jill Eckstein

Printed Name: Nina Squires

ZEV COHEN AND ASSOCIATES, INC.

By: _____
M. Dwight Durant, Director

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

Date: 1/6/2022

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 M. Dwight Durant, as Director of Zev Cohen and Associates, Inc., a Florida corporation. He is ✓ personally known or ___ produced _____ as identification.

Notary Public State of Florida
Elizabeth J. Dobelbower
My Commission GG 947389
Expires 01/14/2024

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

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 Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

ZEVCOHEN
& ASSOCIATES INC

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

2021 Hourly Rate Schedule

Principal	$190.00
Department Director	$175.00
Senior Professional Engineer	$155.00
Senior Registered Landscape Architect	$150.00
Project Manager	$155.00
Senior Planner	$140.00
Senior Biologist/Env. Scientist/GIS Analyst	$140.00
Professional Engineer	$140.00
Registered Landscape Architect	$135.00
Environmental Scientist II/GIS Specialist II	$105.00
Engineer II	$110.00
Landscape Architect II	$105.00
Planner II	$105.00
Senior Designer	$100.00
Environmental Scientist I/GIS Specialist I	$ 95.00
Engineer I	$ 95.00
Landscape Architect I	$ 95.00
Planner I	$ 95.00
Designer	$ 85.00
CADD Manager	$110.00
Senior CADD Technician	$100.00
CADD Technician	$ 90.00
Construction Administration Manager	$130.00
Construction Administrator	$110.00
Construction Administration Technician	$ 90.00
IT Manager	$ 95.00
Certified Soil Scientist	$155.00
Certified Arborist	$100.00
Landscape Designer	$ 85.00
Engineering Technician	$ 75.00
Biological Technician	$ 65.00
Technical Assistant	$ 65.00
Senior Clerical	$ 60.00
Clerical	$ 50.00

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 Zev Cohen 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 **ZEV COHEN AND ASSOCIATES, INC.**, Florida corporation, with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

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

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

5. *Truth-in-Negotiations*

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

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and 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:

ZEV COHEN AND ASSOCIATES, INC.

_____

Printed Name:_____

By:_____
M. Dwight Durant, Director

_____

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:_____

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Florida §
§
COUNTY OF Volusia §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is M. Dwight DuRant. I am over the age of Twenty-one years old. I am the Principal (Title) of Zev Cohen & Associates, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: November 5, 2025

Signed: _____

Print Name: M. Dwight DuRant

Title: Principal

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [__] online notarization on the 5th day of November, 2025 by M. Dwight DuRant as Principal on behalf of Zev Cohen & Associates, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ZEVCOHE-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2025

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:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Zev Cohen & Associates Inc. 300 Interchange Blvd. Suite C Ormond Beach, FL 32174	INSURER A : Travelers Property & Casualty of America	25674
	INSURER B : Phoenix Insurance Co. (Travelers)	25623
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Arch Insurance Company	11150
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6602P382574	11/21/2025	11/21/2026	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 $ 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	X	X	BA1R863945	11/21/2025	11/21/2026	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	X	X	CUP2P385607	11/21/2025	11/21/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB7S340867	11/21/2025	11/21/2026	[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			PAAEP0163001	11/21/2025	11/21/2026	Per Claim/Aggregate	2,000,000

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

Any person or organization where required by written contract is an Additional Insured with respect to General Liability and is primary & non-contributory per form #CGD381 09/15, additional insured with respect to Hired/Non-Owned Auto Liability per form #CAT437 02/16, and additional insured with respect to Umbrella Liability and is primary & non-contributory per form #EU0001 07/16. Waiver of subrogation is in favor of the additional insured with respect to General Liability per form #CGD381 09/15, with respect to Hired/Non-Owned Auto Liability per form #CAT340 02/15, with respect to Workers Compensation per form #WC000313 04/84 and with respect to Umbrella Liability per form #EU0001 07/16. 30 days' notice of Cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

RE: RFSQ 21-03 "Professional Engineering Services.

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

Erin K. Kelley

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B6b) Approval of Task Authorization No. 8 with Zev Cohen and Associates, Inc. for the design of the Sweetwater Boulevard Stormwater Improvement Project (SW263)

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 8 with Zev Cohen & Associates, Inc. (CA7764) for Sweetwater Boulevard Stormwater Improvement design services for an amount not to exceed $110,540; and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: Staff is requesting approval of Task Authorization (TA) No. 8 with Zev Cohen & Associates, Inc. under the Master Contract for Professional Engineering Services (CA7764) as it relates to the design of the Sweetwater Boulevard Stormwater Improvement Project (SW261) for an amount not to exceed $110,540.

Based on multiple conversations with nearby residents, it has been reported that during extreme rainfall events, the stormwater collection system along Sweetwater Boulevard becomes overwhelmed. Specifically, the drainage inlet located on the west side of the roadway between 5750 and 5744 Sweetwater Boulevard is believed to overflow, resulting in stormwater flowing onto the adjacent residential properties.

In addition to these observations, the area was evaluated as part of the Stormwater Master Plan (SWMP) modeling effort. The model results corroborated the residents' reports, confirming that the subject inlet overtops under the referenced storm conditions.

Following an evaluation of potential improvement alternatives, Staff recommends constructing a new outfall connection between the problem inlet and the B-19 Canal located behind 5744 and 5750 Sweetwater Boulevard. The proposed outfall pipe would be installed along the shared property line between the two affected parcels. Both property owners have expressed their willingness to grant the necessary easements to the City to allow construction of the recommended improvements.

Zev Cohen and Associates, Inc. has provided a scope of work that will include high-level modeling of the surrounding area and existing stormwater system to confirm the appropriate pipe size. Services will include design, permitting, and bidding assistance.

This project is funded in the adopted FY26 CIP budget.

The completion date of TA No. 8 will be 24 months from the Notice to Proceed.

Sweetwater Blvd. Stormwater Improvements



PRESENTER: Junos Reed

ATTACHMENTS:

1.	Zev Cohen and Associates, Inc. Task Authorization No 8 - Sweetwater Drainage	Zev Cohen and Associates, Inc. Task Authorization No 8 - Sweetwater Drainage.pdf
2.	Zev Cohen - Scope of Work TA 8 Sweetwater Blvd Drainage Impv	Zev Cohen - Scope of Work TA 8 Sweetwater Blvd Drainage Impv.pdf
3.	Master Contract Zev Cohen and Associates CA7764	Master Contract Zev Cohen and Associates CA7764.pdf
4.	Executed Zev Cohen Renewal 1 1-13-	Executed Zev Cohen Renewal 1 1-13-

	2025	2025.pdf
5.	EXECUTED - Renewal 2 - Zev Cohen and Associates Inc_	EXECUTED - Renewal 2 - Zev Cohen and Associates Inc_.pdf
6.	Zev Cohen - HTA - Final Renewal_MDD signed	Zev Cohen - HTA - Final Renewal_MDD signed.pdf
7.	Zev Cohen COI 11.21.2026	Zev Cohen COI 11.21.2026.pdf

Julia Wiggins	Created/Initiated - 12/16/2025
Richard Colby	Approved - 12/16/2025
Junos Reed	Approved - 01/16/2026
Sue Wang	Approved - 01/20/2026
Matthew Jones	Approved - 01/22/2026
Wayne Clark	Final Approval - 01/23/2026

TASK AUTHORIZATION NO. 8
Master Contract for Services dated January 18, 2022
Between the City of Port Orange, Florida and Zev Cohen & 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 **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated January 18, 2022, 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 the **Sweetwater Boulevard Stormwater Improvements** and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within **24 months (730 days)** of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **$110,540.00**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

_____ By: _____

Printed Name: _____ Robert J. Ball, 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:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

[CA7764]

EXHIBIT "1"

Contractor's Quote

Consisting of 4 Pages

Zev Cohen and Associates, Inc.

Scope of Work

Based on discussions with staff, the City desires to create a second outfall connection to the B-19 canal between lots 13 and 14 along Sweetwater Boulevard. The scope of the project includes high level modeling of the surrounding area and existing stormwater system to confirm the appropriate pipe size. ZCA shall utilize existing permitted files and LIDAR information as this is not a detailed comprehensive modeling exercise. We do not anticipate any utility improvements.

Task 1.0 Preliminary Design

A. ZCA will contract with a survey subconsultant to prepare topographic survey of the project limits.
B. Upon completion of the survey, ZCA will walk the respect to limits with City Staff and discuss/confirm specific areas of concern with the sidewalks, grading, and drainage.

Task 2.0 Final Design

A. ZCA shall prepare 60%, 90%, and 100% design plans and specifications of the civil components for the City's review.
B. A cost estimate will also be prepared at the 90% and 100% submittals.

Task 3.0 Permitting

A. St. Johns River Water Management District (SJRWMD) – ZCA shall apply for a SJRWMD Permit Modification.
B. ZCA shall pursue a Volusia County use permit for the connection to the canal.
C. No specific City permitting is anticipated as this project is generally considered a replacement/maintenance project; however, we understand the internal review of the Plans will likely include reviews by the Development Review Staff. We have included minor coordination to address development review comments in addition to the Staff's normal project management changes.

Task 4.0 Surveying Services

A. See attached scope of services from Sliger & Associates, Inc with two (2) sketch and descriptions assumed.

Task 5.0 Bidding Services

A. Assist the City in preparing a bid package utilizing the 100% plans and specifications. We understand the City's Purchasing Department will lead the effort and ZCA shall provide support as needed.
B. Attend the pre-bid meeting coordinated and conducted by the City.
C. Assist the City in responding to Contractor's questions and preparing addenda as required.
D. Attend the bid opening and review the bid responses in order to make a recommendation to the City.

Task 6.0 - Construction Administration and CEI Services are not included but a separate proposal can be provided if needed.

Fee Schedule	Subconsultant	ZCA
Task 1 - Preliminary Design		$5,000.00
Task 2 – Final Design		$65,000.00
Task 3 – Permitting		$30,000.00
Task 4 – Surveying Services	$6,540.00	
Task 5 – Bidding Services		$4,000.00
Task 6 – Construction Administration (TBD)		
Total (Including Sub Consultant) $110,540.00		

RJB/ns
25264c01 TA REV 12.8.25

"Celebrating 50 Years"

SLIGER & ASSOCIATES
surveyors

October 22, 2025

Robert Ball, P.E.
Zev Cohen & Associates, Inc.
300 Interchange Blvd. Suite C
Ormond Beach, FL. 32174
Email: bball@zevcohen.com
Phone: 386-677-2482
Delivered via email

Re: Proposal of Surveying and Mapping Service (PRO-0598) for Sweetwater Blvd. Drainage, Port Orange, Florida.

Dear Mr. Ball:

Sliger & Associates is pleased to submit our proposal for Surveying and Mapping Services for the above-mentioned project.

SCOPE OF SERVICES

Task 1: Prepare a Specific Purpose Survey

Sliger staff will prepare the following:

- Prepare a Specific Purpose Survey in NAVD 88 Vertical Datum and NAD 83 FL East Horizontal Datum, that meets the Standards of Practice set forth by the Board of Professional Surveyors and Mappers in Chapter 5J-17 Administration code pursuant to section 472.027, Florida statutes.
- Vertical control will be transferred from the nearest proven reference monumentation.
- Set site Benchmarks 2 Minimum.
- Collect topographic data on a grid, suitable for the creation of 1-foot contours on Lots 13 and 14 of Sweetwater Estates in the area between the residences from the front to the rear lot line. Finished Floor elevations on the same residences.
- Collect topographic information of the canal behind these properties 100 feet each way from the common property line at 50' intervals top of bank to top of bank, 25' beyond the top of bank.
- Collect topographic information of the right of way in front of these properties 100 feet each way from the common property line at 50' intervals.
- Locate all existing drainage structures on-site and the contributing off-site structures.
- Create a CAD Surface model.
- The location and mapping of improvements and utilities will be limited to above ground visible evidence and mapping of subsurface features. Accessible underground utilities such as utility structures, inverts, pipe locations size and material will be located horizontally and vertically. Inaccessible underground utilities will be located horizontally if marked by utility owners when notified by Florida 811 and any above ground evidence and any as-builts and GIS maps supplied by the client.

Task: Will be completed for a fixed fee: **$6,540.00**

Task 2: Sketch and Descriptions

Sliger staff will prepare the following:

Sketch and Description on each lot (2) for a Drainage Easement (size to be determined later)

Task: Will be completed for a fixed fee: **$750.00 each**

Time frame for beginning the work is 1-2 weeks from signed proposal based on site access & conditions of the work area.

Any additional work outside of the above scope will be performed at our current hourly rates.

TERMS OF CONTRACT

Sliger & Associate, Inc. (S&A) will invoice monthly in accordance with the percentage complete and Final Bill at the conclusion of the project. Payment will be due upon receipt of the invoice. If an invoice is not paid in full within sixty (60) days, S&A reserves the right to stop all work, record a lien as authorized by Florida's Construction Lien Law, and notify property owners if different from the Addressee. Any past due balances over thirty (30) days are subject to reasonable interest costs at the time of signature. It is understood that this agreement between S&A and the Addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collection the client is responsible for the cost of the collection including reasonable attorney fees. Failure to make payment within said sixty (60) days shall release S&A from all claims which the Addressee may have, whether known or unknown at the time. The signer for the Addressee personally guarantees the amounts due under the agreement. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. S&A will begin work upon receipt of a signed copy; the agreement acts as A Notice of Commencement.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to the project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,

Jeffrey S. Hattendorf
Senior Project Manager

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature	Type/Print Name & Title
Date	Firm

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Sincerely,

Jeffrey S. Hattendorf
Senior Project Manager

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature	Type/Print Name & Title
Date	Firm

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 **ZEV COHEN AND ASSOCIATES, INC.**, a Florida corporation, whose principal address is 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174. ("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 Hourly 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. 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:
Zev Cohen and Associates, Inc.
Attention: M. Dwight Durant, Director
300 Interchange Boulevard
Suite C
Ormond Beach, Florida 32174
(386) 677-2482 - Telephone
(386) 677-2505 – Facsimile
ddurant@zevcohen.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: Jill Eckstein

Printed Name: Nina Squires

ZEV COHEN AND ASSOCIATES, INC.

By: _____
M. Dwight Durant, Director

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

Date: 1/6/2022

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 M. Dwight Durant, as Director of Zev Cohen and Associates, Inc., a Florida corporation. He is ✓ personally known or ___ produced _____ as identification.

Notary Public State of Florida
Elizabeth J. Dobelbower
My Commission GG 947389
Expires 01/14/2024

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

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 Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

ZEVCOHEN
& ASSOCIATES INC

300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

2021 Hourly Rate Schedule

Principal	$190.00
Department Director	$175.00
Senior Professional Engineer	$155.00
Senior Registered Landscape Architect	$150.00
Project Manager	$155.00
Senior Planner	$140.00
Senior Biologist/Env. Scientist/GIS Analyst	$140.00
Professional Engineer	$140.00
Registered Landscape Architect	$135.00
Environmental Scientist II/GIS Specialist II	$105.00
Engineer II	$110.00
Landscape Architect II	$105.00
Planner II	$105.00
Senior Designer	$100.00
Environmental Scientist I/GIS Specialist I	$ 95.00
Engineer I	$ 95.00
Landscape Architect I	$ 95.00
Planner I	$ 95.00
Designer	$ 85.00
CADD Manager	$110.00
Senior CADD Technician	$100.00
CADD Technician	$ 90.00
Construction Administration Manager	$130.00
Construction Administrator	$110.00
Construction Administration Technician	$ 90.00
IT Manager	$ 95.00
Certified Soil Scientist	$155.00
Certified Arborist	$100.00
Landscape Designer	$ 85.00
Engineering Technician	$ 75.00
Biological Technician	$ 65.00
Technical Assistant	$ 65.00
Senior Clerical	$ 60.00
Clerical	$ 50.00

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 Zev Cohen 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 **ZEV COHEN AND ASSOCIATES, INC.**, Florida corporation, with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

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

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

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

5. *Truth-in-Negotiations*

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

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and 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:

ZEV COHEN AND ASSOCIATES, INC.

_____

Printed Name:_____

By:_____
M. Dwight Durant, Director

_____

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 OF PORT ORANGE

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*****

Verify your records by providing the following information:

Name of Company/Organization: Zev Cohen and Associates, Inc. ("Contractor")

Name of Contact Person: M.Dwight Durant, Director

Mailing Address: 300 Interchange Blvd, Suite C
Ormond Beach, FL 32174

E-Mail Contact Address: ddurant@zevcohen.com

Phone: (386) 677-2482 Fax: (386) 677-2505

- ☒ Standard Contract for Service CA No. 7764
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

Renewal Term: From January 18, 2025 To: January 17, 2026

Contractor to Provide to City:

- ☐ ~~Updated Bond~~ N/A
- ☑ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

To be completed by the Contractor:

YES X Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO _____ Contractor does not desire to renew this Agreement for another term.

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.

Contractor's Authorized Representative: _____ **Date:** 1-8-2025
Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mai: **jwiggins@port-orange.org**

For City Use Only:

Department Completes the Following:

- ☒ Renewal Accepted by the Department
- ☐ Bond received by the Department ***OR*** ☒ Bond not applicable
- ☒ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

City Manager: _____ **Date:** 1/13/2025

Original Signed Form Must Be Returned to the City Clerk

CITY OF PORT ORANGE

Agreement

RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

Verify your records by providing the following information:

Name of Company/Organization: Zev Cohen and Associates, Inc. ("Contractor")

Name of Contact Person: M. Dwight Durant, Director

Mailing Address: 300 Interchange Blvd, Suite C
Ormond Beach, FL 32174

E-Mail Contact Address: ddurant@zevcohen.com

Phone: (386) 677-2482 Fax: (386) 677-2505

- [x] Standard Contract for Service CA No. 7764
- [ ] Piggyback Agreement CA No. _____
- [ ] Purchase Order No. _____

Renewal Term: From January 18, 2026 To: January 17, 2027

Contractor to Provide to City:

- [ ] Updated Bond
- [ ] Insurance Certificate/City as additional insured and Waiver of Subrogation for WC
- [x] Human Trafficking Affidavit

To be completed by the Contractor:

YES x Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.

NO ____ Contractor does not desire to renew this Agreement for another term.

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.

Contractor's Authorized Representative: _____ **Date:** 11/5/25
Signature

Please return to the City of Port Orange as follows:

Department: Engineering Department Telephone: (386) 506-5751

Contract: Julia Wiggins, Business Manager Fax: (386) 756-5370

E-Mail: jwiggins@port-orange.org

For City Use Only:

Department Completes the Following:

- [x] Renewal Accepted by the Department
- [ ] Bond received by the Department ***OR*** [x] Bond not applicable
- [x] Insurance Certificate received by the Department ***OR*** [ ] Insurance waived by City Manager

City Manager: _____ **Date:** 11/25/2025

Original Signed Form Must Be Returned to the City Clerk *Form 13024*

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF Florida §
§
COUNTY OF Volusia §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is M. Dwight DuRant. I am over the age of Twenty-one years old. I am the Principal (Title) of Zev Cohen & Associates, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: November 5, 2025

Signed: _____

Print Name: M. Dwight DuRant

Title: Principal

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [__] online notarization on the 5th day of November, 2025 by M. Dwight DuRant as Principal on behalf of Zev Cohen & Associates, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

JILL A. ECKSTEIN
MY COMMISSION # HH 699723
EXPIRES: August 22, 2029

ZEVCOHE-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2025

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:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Zev Cohen & Associates Inc. 300 Interchange Blvd. Suite C Ormond Beach, FL 32174	INSURER A : Travelers Property & Casualty of America	25674
	INSURER B : Phoenix Insurance Co. (Travelers)	25623
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Arch Insurance Company	11150
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	6602P382574	11/21/2025	11/21/2026	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 $ 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	X	X	BA1R863945	11/21/2025	11/21/2026	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	X	X	CUP2P385607	11/21/2025	11/21/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB7S340867	11/21/2025	11/21/2026	[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			PAAEP0163001	11/21/2025	11/21/2026	Per Claim/Aggregate	2,000,000

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

Any person or organization where required by written contract is an Additional Insured with respect to General Liability and is primary & non-contributory per form #CGD381 09/15, additional insured with respect to Hired/Non-Owned Auto Liability per form #CAT437 02/16, and additional insured with respect to Umbrella Liability and is primary & non-contributory per form #EU0001 07/16. Waiver of subrogation is in favor of the additional insured with respect to General Liability per form #CGD381 09/15, with respect to Hired/Non-Owned Auto Liability per form #CAT340 02/15, with respect to Workers Compensation per form #WC000313 04/84 and with respect to Umbrella Liability per form #EU0001 07/16. 30 days' notice of Cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

RE: RFSQ 21-03 "Professional Engineering Services.

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

Erin K. Kelley

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B6c) Approval of Change Order No. 1 to the AIA Agreement for ITB #25-02 for the Construction of the Forestry Building with S.A. Casey Construction, Inc.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 under the AIA Agreement for ITB #25-02 for the construction of the Forestry Building with S.A. Casey Construction, Inc. authorizing additional funds in the amount not to exceed $63,988.07; with a revised contract amount of $732,902.19; and authorizing the Mayor and City Clerk to execute all required documents.

SUMMARY: Staff is requesting approval of Change Order No. 1 to the AIA Agreement with S.A. Casey Construction, Inc. for the construction of the Forestry Building in the amount of $63,988.07; the revised agreement amount is not to exceed $732,902.19. No additional time is being requested with this Change Order; and there are funds in the project to cover the increase.

On March 18, 2025, the City entered into an agreement with S.A. Casey Construction, Inc. for ITB #25-02 – Construction of the Forestry Building.

This project is located adjacent to the pump control building at the City's Reclaimed Lakes, which were originally constructed in the mid-2010s. It was believed that the site improvements completed as part of the Reclaimed Lakes project were constructed in accordance with the City's Land Development Code and would not need to be modified for this small additional building. Based on this, and after obtaining the St. Johns River Water Management District (SJRWMD) stormwater permit, the project was bid prior to completing the City's Site Plan approval process.

During the City's Site Plan Review, several modifications were identified as necessary to bring the project into compliance with the Land Development Code and to secure final site plan approval. On December 18, 2025, S.A. Casey Construction submitted a change order request to incorporate the following additions to the project scope:

- Removal of existing gravel weir and constructing a concrete weir with a fiberglass skimmer
- Saw cut & removal of existing concrete
- Import fill dirt & additional grading work

The project is in the approved FY25 CIP.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	S.A. Casey Construction, Inc. Change Order No 1 - ITB 25-02 Forestry Building	S.A. Casey Construction, Inc. Change Order No 1 - ITB 25-02 Forestry Building.pdf
2.	SA Casey- Forestry CO-001-Revised	SA Casey- Forestry CO-001-Revised.pdf
3.	NTP - SA Casey ITB 25-02	NTP - SA Casey ITB 25-02.pdf
4.	EXECUTED S.A. Casey Construction, Inc. AIA Agreement ITB 25-02 Construction of Forestry Building	EXECUTED S.A. Casey Construction, Inc. AIA Agreement ITB 25-02 Construction of Forestry Building.pdf
5.	RECORDED S.A. Casey Construction Inc. Payment and Performance Bond ITB 25-02 Construction of Forestry Building (002)	RECORDED S.A. Casey Construction Inc. Payment and Performance Bond ITB 25-02 Construction of Forestry Building (002).pdf
6.	2025-2026 COI PORT ORANGE	2025-2026 COI PORT ORANGE.pdf
7.	HTA - SA Casey 2025	HTA - SA Casey 2025.pdf

Julia Wiggins	Created/Initiated - 12/19/2025
Richard Colby	Approved - 12/20/2025
Junos Reed	Approved - 12/31/2025
Sue Wang	Approved - 01/21/2026
Matthew Jones	Approved - 01/22/2026
Wayne Clark	Final Approval - 01/23/2026

CHANGE ORDER NO. 1
AIA Agreement, dated March 18, 2025
S.A. CASEY CONSTRUCTION, INC. Contractor

Project: ITB 25-02 Construction of Forestry Building

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $668,914.12	Original Contract Times: 210 days Final Completion: June 29, 2026 (NTP effective December 1, 2025)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A days
Contract Price prior to this Change Order: $668,914.12	Contract Completion Date prior to this Change Order: June 29, 2026
Net Increase (decrease) of this Change Order: No. 1 $63,988.07	Changes in contract time requested this Change Order: N/A
Contract Price with all approved Change Orders: $732,902.19	Contract Times with all approved Change Orders: Final Completion: June 29, 2026

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement (CA8634) entered into by and between the parties on March 18, 2025.

II. REQUIRED CHANGES: Change Order is necessary to request additional funding for changes requested by the City. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Additional funding required to cover the cost of items added by the city as outlined under the Contractor's change order request. No time is being requested at this time.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms under AIA Agreement CA8634 subject to a limit not to exceed $63,988.07; revised amount $732,902.19. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

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

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY: **RICHARD COLBY** Department Project Manager	ACCEPTED BY: **IAN CASEY** S.A. Casey Construction, Inc.
By:_____ Richard Colby, Construction Manager	By:_____ Ian Casey, Vice President
Date Signed:_____	Date Signed:_____
RECOMMENDED BY: **N/A** City's Representative	RECOMMENDED BY: **N/A** Engineer of Record
By:_____ Printed Name:_____ Title:_____	By:_____ Printed Name:_____ Title:_____
Date Signed:_____	Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Junos Reed, City Engineer

Date Signed:_____

City Manager

By:_____
Wayne Clark, City Manager

Date Signed:_____

If Council approval is required:

Affirmed:

By:_____
Scott Stiltner, Mayor

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

Date Signed:_____

SA Casey Construction, Inc

2822 Commerce Park Drive
Suite 400
Orlando, FL 32819
Phone: (407) 240-6775
Fax: (407) 240-6616

Request for Change Order

To: City of Port Orange
ATTENTION ACCOUNTS PAYABLE
P.O. Box 291759
Port Orange, FL 32129
Project: City of Port Orange - Forestry

RFC No: 001
Date: 12/18/2025
Description: Additional Work (Not Included in original contract) as per revision #3 dated 10/02/2025 described bellow:

1. Additional Silt Fence 355 lf + 2. Remove Existing Trees +8
3. Saw cut+ Existing Concrete 24 lf +4. Remove Existing Sidewalk 100 sf
5. Remove Existing Gravel Weir1 ls + 6. Import Fill (from stock piles)
7. Grade green areas 1000 sy + 8. Raise Existing RipRap Weir
9. Concrete Weir with Fiberglass Skimmer 1 + 10. Bahia Sod 25,000 sf

RFC = $57,030.40 OH&P= $5,703.00 Bond fee = 1,254.67
Total = $63,988.07

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval the sum of **$63,988.07**will be added to the contract price.

Original Contract	$668,914.12
Other Approved Change Orders	$0.00
Total Contract to Date	$668,914.11
This Request	**$$63,988.07**
Other Pending Requests	$0.00
Total Contract plus Pending RFCs	$732,902.19

This change order request will add/delete _____ day(s) to the original contract time.

Authorized Signature: Alvaro Sanchez Date: 12/18/2025
SA Casey Construction, Inc

Authorized Signature: _____ Date: _____
City of Port Orange

647 Arnau Dr
New Smyrna Beach, FL
P: 386-747-8828 E: Parker@jbi-contractors.com

EWO 001 - Plan REV3 10/2/25

To: SA Casey **Date: 12/18/2025**

Project: Port Orange Forestry Building

	Description	Unit	Quantity	Unit Cost	Total Price
1000	EWO 001				
1001	Additional Silt Fence	LF	355	$2.88	**$1,022.40**
1002	Remove Existing Trees	EA	8	$850.00	**$6,800.00**
1003	Saw cut Existing Concrete	LF	24	$8.00	**$192.00**
1004	Remove Existing Sidewalk	SF	100	$8.00	**$800.00**
1005	Remove Existing Gravel Weir	LS	1	$3,960.00	**$3,960.00**
1006	Import Fill	CY	646	$12.00	**$7,752.00**
1007	Grade Green Areas	SY	1000	$4.73	**$4,730.00**
1008	Raise Existing RipRap Weir	LS	-1	$3,960.00	**-$3,960.00**
1009	Concrete Weir with Fiberglass Skimmer	LS	1	$19,484.00	**$19,484.00**
1010	Bahia Sod	SF	25000	$0.65	**$16,250.00**
				EWO 001 Total	**$57,030.40**

Clarifications

1. This EWO is to update scope of work to the current drawings dated 10/2/25 REV3.
2. Our price is based on all work being completed during the day in normal working hours only.
3. We have included a price for the concrete weir and fiberglass skimmer.
4. JBI Contractors will move forward with changes upon written approval of EWO 001.
5. We have included 25,000 sf of bahia sod only. Quantity provided by SA Casey 12/18/25. No seed and mulch, sod of another type, watering, maintenance or replacement.
6. Line items 1001 and 1008 are contract unit rates.
7. Line item 1008 is a credit, this scope has been removed in the revised drawings dated 10/2/2025 REV3.
8. Line item 1006 does not include any material costs, loading costs, etc only trucking from location within 3 miles from project and placing material and compacting onsite. No material testing included, material assumed to pass LBR40 testing.

CITY OF PORT ORANGE
NOTICE TO PROCEED

Issued By: **Richard Colby, Construction Mgr**
Engineering Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5751
jwiggins@port-orange.org

Issued To: **S.A. Casey Construction, Inc.**
2822 Commerce Park Drive
Suite 400
Orlando, FL 32819

PROJECT TITLE: **ITB 25-02 Construction of Forestry Building**
PO-20250412 – Prj PU224

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Construction Agreement (AIA) CA8634, dated March 18, 2025, all terms and conditions of the agreement between the City of Port Orange and S.A. Casey Construction, Inc. The **effective date** of this **Notice to Proceed** is **December 1, 2025,** with a **Final Completion** by **June 29, 2026 (210 days)**.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Julia Wiggins, Engineering Business Manager via email jwiggins@port-orange.org.

Project Manager: Richard Colby, Construction Manager

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

ISSUED BY:

Owner: City of Port Orange

This 19th day of Nov, 2025.

By: _____
Richard Colby

Title: Engineering Construction Manager

ACCEPTANCE NOTICE:

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

Company: S.A. Casey Construction, Inc.

This 19th day of Dec., 2025

By: Alvaro Sanchez
Authorized Signer

Title: Project Manager

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Port Orange, a Municipal Corporation
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

and the Contractor:
(Name, legal status, address and other information)

S. A. Casey Construction, Inc.
2822 Commerce Park Drive
Suite 400
Orlando, Florida 32819

for the following Project:
(Name, location and detailed description)

ITB 25-02 Construction of Forestry Building

The Architect:
(Name, legal status, address and other information)

Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, Florida 32114

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Contractor shall achieve Substantial Completion of the work not later that 210 days from the issuance of a written Notice to Proceed issued by the City.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Sixty-Eight Thousand Nine Hundred Fourteen and 12/100 Dollars ($ 668,914.12), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1	$19,252.42

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

0.00

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

No reduction of retainage below five percent (5%).

§ 5.1.7.3 Ex
(Insert any other conditions for release of retainage upon Substantial Completion.)

Deleted in its entirety.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

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.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect's actions, subject to recommendation to Owner, and Owner approval prior to action.

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction. If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims shall be resolved by litigation, and shall have its venue located exclusively in the Circiut Court of Volusia County, Florida, and the Parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as modified by the Owner.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as modified by the Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Junos Reed, City Engineer
1000 City Center Circle
Port Orange, Florida 32129
jureed@port-orange.org
(386) 506-5751

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

S. A. Casey Construction, Inc.
2822 Commerce Park Drive
Suite 400
Orlando, Florida 32819
jcasey@sacaseyconstruction.com
(407) 240-6775

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§8.7.1 PUBLIC RECORD 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 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; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

§ 8.7.2 RECORDS
The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24 http://dos.myflorida.com/library-archives/records-management/. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor 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.

§ 8.7.3 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.

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

§ 8.7.5 FINANCIAL DISCLOSURES

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During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL
All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A201™–2017, General Conditions of the Contract for Construction

.2 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A' through "F," all of which are made a part hereof by this reference.

.3 Exhibit A, Insurance and Bonds: AIA Document A101™ 2017

.4 Exhibit B, ITB 250-02 Construction of Forestry Building

.5 Exhibit C, Contractor's Proposal

.6 Exhibit D, Applications for Payment

.7 Exhibit E, Forms

.8 Exhibit F, Contractor's Completion Checklist

.9 ITB 25-02 Drawings, Specifications, and Requirements

Title	Date	Pages
Attachment "2" – Forestry Management Storage Barn, on file with City Engineer	June 18, 2024	1 – 23
Attachment "3" – Forestry Management Storage Barn Project Manual 100% Construction Documents, on file with City Engineer	June 18, 2024	1 - 74

.10 Addenda, if any:

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Portions ofAddetu:Ia relating to biddirlg or proposal reqttirements are not part ofthe Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as Olthe day and year fttit written above.

OWNER (Sigtzl1f!!1'B)

BY:. S9(').]t Stiltfi¢t,MajQr

(Printedhame:and title)

Date:

CONTRACTOR *(Signature)*

BY: Ian Casey, Vice President

(Prmteti1umu1. andtitle)

Date: 3/18/2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Scott Stiltner, Mayor

(Printed name and title)

Date: 3/18/2025

CONTRACTOR *(Signature)*

BY: Ian Casey, Vice President

(Printed name and title)

Date:

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:12:28 EST on 03/06/2025.

Changes to original AIA text

PAGE 3

Portion of Work	Substantial Completion Date
N/A	N/A

Item	Price
Alternate 1	$19,252.42

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

Item	Price
N/A	N/A

Item	Units and Limitations	Price per Unit ($0.00)
N/A	N/A	N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule ~~of values~~, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

PAGE 5

~~§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment~~

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~~pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~No reduction of retainage below five percent (5%).

§ 5.1.7.3 Ex

~~%~~ 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.

PAGE 6

~~[ ] Other (Specify)~~

. If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims ~~will~~shall be resolved by litigation~~ in a court of competent jurisdiction~~, and shall have its venue located exclusively in the Circiut Court of Volusia County, Florida, and the Parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017, as modified by the Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as modified by the Owner.

PAGE 7

§8.7.1 PUBLIC RECORD 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 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; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

§ 8.7.2 RECORDS

The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administration Code Rule 1 b-24

http://dos.myflorida.com/library-archives/records-management/. **Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor 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.**

§ 8.7.3 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.

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§ 8.7.4 CONTRACT CONSTRUCTION

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

§ 8.7.5 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from the Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its obligations when they become due, Contractor hereby authorized its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.7.6 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

.1 AIA Document A201™–2017, General Conditions of the Contract for Construction

.2 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A' through "F," all of which are made a part hereof by this reference.

.23 ~~AIA Document A101™–2017,~~ Exhibit A, Insurance and Bonds-: AIA Document A101™ 2017

~~.3 AIA Document A201™–2017, General Conditions of the Contract for Construction~~4 Exhibit B, ITB 250-02 Construction of Forestry Building

.5 Exhibit C, Contractor's Proposal

.46 ~~Building information modeling exhibit, dated as indicated below:~~Exhibit D, Applications for Payment

~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

~~.5 Drawings.~~7Exhibit E, Forms

.8 Exhibit F, Contractor's Completion Checklist

.9

.9 ITB 25-02 Drawings, Specifications, and Requirements

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~~Number~~Title	~~Title~~Date	~~Date~~Pages
Attachment "2" – Forestry Management Storage Barn, on file with City Engineer	June 18, 2024	1 – 23
Attachment "3" – Forestry Management Storage Barn Project Manual 100% Construction Documents, on file with City Engineer	June 18, 2024	1 - 74

.610 ~~Specifications~~Addenda, if any:

~~Section~~Number	~~Title~~	Date	Pages
Addendum No. 1	January 6, 2025	Page 1	

~~.7 Addenda, if any:~~

~~.8 Other Exhibits:~~

~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

~~_____~~

~~[ ] The Sustainability Plan:~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~.9 Other documents, if any, listed below:~~

~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

~~This Agreement entered into as of the day and year first written above.~~

This Agreement entered into as of the day and year first written above.

Date: _____

Date: _____

Variable Information

PAGE 1

AGREEMENT made as of the day of in the year 2025

City of Port Orange, a Municipal Corporation

1000 City Center Circle

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Port Orange, Florida 32129

(386) 506-5575

S. A. Casey Construction, Inc.

2822 Commerce Park Drive

Suite 400

Orlando, Florida 32819

ITB 25-02 Construction of Forestry Building

Hall & Ogle Architects, Inc.

208 Magnolia Avenue

Daytona Beach, Florida 32114

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] By the following date: Contractor shall achieve Substantial Completion of the work not later that 210 days from the issuance of a written Notice to Proceed issued by the City.

Portion of Work	Substantial Completion Date
N/A	N/A

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Sixty-Eight Thousand Nine Hundred Fourteen and 12/100 Dollars ($ 668,914.12), subject to additions and deductions as provided in the Contract Documents.

Item	Price
Alternate 1	$19,252.42

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

Item	Price
N/A	N/A

Item	Units and Limitations	Price per Unit ($0.00)
N/A	N/A	N/A

0.00

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PAGE 4

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PAGE 5

~~§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~No reduction of retainage below five percent (5%).

Deleted in its entirety.

~~%~~ 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.

PAGE 6

Architect's actions, subject to recommendation to Owner, and Owner approval prior to action.

[X] Litigation in a court of competent jurisdiction

Junos Reed, City Engineer

1000 City Center Circle

Port Orange, Florida 32129

jureed@port-orange.org

(386) 506-5751

PAGE 7

S. A. Casey Construction, Inc.

2822 Commerce Park Drive

Suite 400

Orlando, Florida 32819

jcasey@sacaseyconstruction.com

(407) 240-6775

PAGE 9

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~~SectionNumber~~	~~Title~~	Date	Pages
Addendum No. 1	January 6, 2025	Page 1	

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Shannon K. Balmer, Senior Assistant City Attorney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:12:28 EST on 03/06/2025 under Order No. 20240046071 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

Shannon K Balmer

(Signed)

Sr. Assistant City Attorney

(Title)

3-12-2025

(Dated)

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Executed in 2 Counterparts

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. 101397944

PRINCIPAL:

Developer or Contractor:	S.A. Casey Construction, Inc.
Principal Business Address:	2822 Commerce Park Drive Suite 400 Orlando, Florida 32819
Contact Person:	Ian Casey, Vice President
Phone Number:	(386) 763-4190

SURETY:

Address:	Merchants National Bonding, Inc. PO Box 14498 Des Moines, IA 50306-3498
Contact Person:	Surety Department
Phone Number:	(515) 243-8171

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: $688,166.54 **City Case/Project No. ITB 25-02 Construction of Forestry Building**

Description of Work: ITB 25-02 Construction of Forestry Building

Project Location: 2401 Bear Trail, Port Orange, Volusia County, Florida 32128

Legal Description: Portions of Parcel ID#: 622000000020
See Attached **Exhibit "A"**

Front Page

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

[MTR/sal 2015-02-10]
[CA8834]

Forestry Building
2401 Bear Trail, Port Orange, Florida 32128

Full Parcel ID:
622000000020

Legal Description:
A portion of the above referenced parcel number.

EXHIBIT "A"

Executed in 2 Counterparts

S.A. Casey Construction, Inc.

ITB 25-02 Construction of Forestry Building

Bond No. 101397944

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **S.A. CASEY CONSTRUCTION, INC.** as Principal, and Merchants National Bonding, Inc., 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 **Six Hundred Eighty-Eight Thousand One Hundred Sixty-Six AND 54/100 DOLLARS ($688,166.54)**, 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 AIA Contract for Services, having an effective date of 18th day of March, 2025, entered into by and between the Principal and the City, for Construction of Forestry Building, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this 2nd, day of April, 2025.

Attest:

(As to Corporate Principal) Secretary

Shawn Casey

Michele L. Colasuonno

(Witness to Principal)

Michele L. Colasuonno

S.A. CASEY CONSTRUCTION, INC.

By:

Ian Casey, Vice President

(Corporate Seal)

Merchants National Bonding, Inc.

(Surety)

Migdiel Burgos (Witness to Surety)

By:

Name: Jeffrey W. Reich

(Attorney-in-Fact)

&FL Licensed Resident Agent

Inquiries: 407-786-7770

(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.

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of March 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of April , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

Secretary

POA 0018 (6/24)

SACASEY-01 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2025

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 Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 E-MAIL ADDRESS: Certificates.FLA@HubInternational.com
INSURED S.A. Casey Construction, Inc. 2822 Commerce Park Drive, #400 Orlando, FL 32819	INSURER A : Valley Forge Insurance Company — NAIC # 20508 INSURER B : The Continental Insurance Company — 35289 INSURER C : Columbia Casualty Company — 31127 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC X OTHER: Property Ded. 1,000	X		8018746693	4/4/2025	4/4/2026	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 $ 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 X Comp Ded. $1,000 X Colln Ded. $1,000	X		8018746662	4/4/2025	4/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			8018746676	4/4/2025	4/4/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	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	X	8018746709	4/4/2025	4/4/2026	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
A	Inland Marine/ACV			8018746693	4/4/2025	4/4/2026	$1k Ded. / Blanket	85,000
C	Polln/Prof - $1k Ded			CZB 6024584898	4/4/2025	4/4/2026	Occr & Agg - each	1,000,000

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

City of Port Orange, Florida is included as an Additional Insured for General Liability and Auto Liability & Waiver of Subrogation applies for Workers' Compensation, when required in a written contract or agreement with the Insured, per the terms & conditions of the policies endorsements.

CERTIFICATE HOLDER

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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IMPORTANT: This certificate must be completed and returned by the Bidder, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Ian Casey. I am over the age of Twenty-one years old. I am the VP (Title) of S.A. Casey Construction (Business Name) a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: Jan 31, 2025

Signed: _____
Print Name: Ian Casey
Title: VP

SUBSCRIBED AND SWORN before me by means of [X] physical presence or [_] online notarization on the 31st day of January, 2025 by Ian Casey as Vice President on behalf of SA Casey Construction who is personally known to me or who has produced _____ as identification.

(Notary Seal)

MICHELE L. COLASUONNO
Commission # HH 358318
Expires May 12, 2027

Michele L. Colasuonno
Notary Public, State of Florida
Printed name, commission and expiration of commission term

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B6d) Approval to Award ITB #25-01 to Enviro-Tech Systems, Inc. for the Police Department Shooting Range Berm Restoration

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award ITB #25-01 to Enviro-Tech Systems, Inc. for the Police Department Shooting Range Berm Restoration in an amount not to exceed $340,720.00; authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed $34,072.00 (10%); and authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Staff is requesting Council approval to award ITB #25-01 for the Police Department Shooting Range Berm Restoration project to Enviro-Tech Systems, Inc., for a bid amount of $340,720.00, and authorization of an allowance for unforeseen conditions (contingency) in an amount not to exceed $34,072.00.

Due to the record rains associated with Hurricane Ian, the front slope of the berm at the Police Shooting Range sustained partial slope failure. The slope failure did not cause the shooting range to be unusable and it has been in operation while the repairs were being designed and permitted. The repairs consist of a specifically designed liner system for steep shooting range berms to prevent future slope failure. The front slope of the berm is 2:1 which is very steep.

On November 14, 2025, the Purchasing Division received seven (7) sealed bid responses; two (2) were deemed nonresponsive.

Enviro-Tech Systems, Inc.	$340,720.00
JBI Construction, LLC	$429,327.50
Paul Culver Construction, Inc.	$500,598.75
GRSC, Inc.	$672,530.00
Cathcart Construction Company-Florida Inc.	$735,465.00
AG Pifer Construction, Inc.	Non-responsive
Adam Boyd Bobcat Service, Inc.	Non-responsive

Purchasing and Engineering Staff reviewed the bids and recommend Enviro-Tech Systems, Inc. as the lowest and responsive bidder.

This project is approximately 50% funded by FEMA.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	REVISED 012226 Enviro-Tech Systems Inc. Standard Contract for Services - ITB 25-01 PD Shooting Range Berm Restoration - Federal Terms	REVISED 012226 Enviro-Tech Systems Inc. Standard Contract for Services - ITB 25-01 PD Shooting Range Berm Restoration - Federal Terms.pdf
2.	ENVIRO-TECH SYSTEMS INC	ENVIRO-TECH SYSTEMS INC.pdf
3.	City of Port Orange Affidavits	City of Port Orange Affidavits.pdf
4.	Bid Tab - ITB 25-19 Police Department Shooting Range Berm Restoration	Bid Tab - ITB 25-19 Police Department Shooting Range Berm Restoration.pdf
5.	Intent to Award Notice - ITB 25-19 Police Department Shooting Range Berm Restoration	Intent to Award Notice - ITB 25-19 Police Department Shooting Range Berm Restoration.pdf
6.	COI	COI.pdf
7.	Attachment 2 Sheet C1 and Sheet C2 Plans	Attachment 2 Sheet C1 and Sheet C2 Plans.pdf
8.	Attachment 3 Geotechnical Evaluation	Attachment 3 Geotechnical Evaluation.pdf
9.	Attachment 4 GEOWEB Installation Guideline	Attachment 4 GEOWEB Installation Guideline.pdf
10.	Attachment 5 Slope Protection System - GEOWEB	Attachment 5 Slope Protection System - GEOWEB.pdf
11.	ITB 25-19 Attachment 1 Schedule of Unit Pricing FINAL (9.26.2025)	ITB 25-19 Attachment 1 Schedule of Unit Pricing FINAL (9.26.2025).pdf
12.	ITB 25-19 Police Department Shooting Range Berm Restoration FINAL (9.26.2025)	ITB 25-19 Police Department Shooting Range Berm Restoration FINAL (9.26.2025).pdf

Julia Wiggins	Created/Initiated - 12/18/2025
Richard Colby	Approved - 12/18/2025
Junos Reed	Approved - 12/31/2025
Sue Wang	Approved - 01/21/2026
Matthew Jones	Approved - 01/22/2026
Wayne Clark	Final Approval - 01/23/2026

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

's

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2026**, 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 **ENVIRO-TECH SYSTEMS, INC.** ("Contractor"), a Florida corporation, whose principal address is 2308 South Parrott Avenue, Okeechobee, Florida 34974. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide restoration of the PD Shooting Range Berm, located on Pioneer Trail, and as more specifically described in Invitation to Bid 25-19 ("ITB 25-19"). This Contract together with ITB 25-19 and the 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, ITB 25-19 Section 3 Scope of Work, the Bid Tabulation as submitted by Contractor in Contractor's Proposal Attachment 1, Attachment 2 – Drawings, Attachment 3 – Geo-technical Evaluation, Attachment 4 – GEOWEB Installation guideline, and Attachment 5 – Slope Protection System are attached hereto as Exhibit "1." A complete copy of ITB 25-19 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially complete three hundred sixty-five (365) days from issuance of a Notice to Proceed (the "Term").

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

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

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

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

Hundred Twenty and 00/100 Dollars ($340,720.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

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

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

9. *Examination of Records*

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

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

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

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

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

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	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 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 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 $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

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

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

15. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

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

20. *Inspection*

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

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

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

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

21. *Liability for Loss or Damage*.

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

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor's work 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. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, 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.

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

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

27. *Compliance with Other Federal Standards:*

(a) Termination for Cause. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Article 16 of General Conditions.

(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Article 16 of General Conditions.

(c) Termination for Non-Appropriation of Funds.

(i) 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.

(ii) 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.

(d) 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. 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. 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 also a clause requiring the subcontractors to include the clause in any lower tier

subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(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.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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 awarding agency and the Regional Office of the Environmental Protection Agency.

(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 Federal Awarding

Agency.

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 as required to assure notification to the Federal Awarding Agency, 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 Federal Awarding Agency.

(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*, 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 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.

If applicable to the Federal awarding agency requirements:

(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, any pass-through entity, the State of Florida and the Recipient (if applicable), the Federal Awarding Agency 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 Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(o) Changes. To be allowable under the Federal agency award 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) Federal Awarding Agency Seal, LOGO, and Flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of said agency officials without specific agency pre-approval. The Contractor shall include in this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that Federal Award 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, Federal Awarding Agency 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 pursuant to 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.

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 Federal Awarding Agency. 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 Federal Awarding Agency, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to Federal Awarding Agency.

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

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

29. *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.

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

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

Copy to:
City of Port Orange
Attention: Junos Reed, City Engineer
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5754

Contractor:
Enviro-Tech Systems, Inc.
Attention: Brian L. Roy, President
2308 South Parrott Avenue
Okeechobee, Florida 34974

(800) 489-8316 - Telephone
RoyBL@enviro-tech.cc - E-Mail

102 Frances Circle
Altamonte Springs, Florida 32701

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.

31. *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.

32. *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:

ENVIRO-TECH SYSTEMS, INC.

_____

Printed Name:_____

By:_____

Brian L. Roy

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

_____

Printed Name:_____

Date:_____

Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.

CITY OF PORT ORANGE

By:_____
Scott Stiltner, Mayor

Date:_____

ATTEST:

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

Date:_____

EXHIBIT "1"

- Attachment 1 - ITB 25-19 Unit Pricing (1 Page)
- ITB 25-19 Section 3 (1 Page)
- Attachment 2 - Drawings (2 Pages)
- Attachment 3 - Geo-technical Evaluation (15 Pages)
- Attachment 4 - GEOWEB Installation Guideline (14 Pages)
- Attachment 5 - Slope Protection System (13 Pages)

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #25-19
POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

Name of Business:	Enviro-Tech Systems, Inc.
Contact Person:	Brian L. Roy, P.E.
Email Address:	RoyBL@enviro-tech.cc
Authorized Signature:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1		$ 40,000.00
2	Survey / As-builts	LS	1		$ 7,000.00
3	Excavation/Romoval Existing Material	LS	1		$ 15,000.00
4	Import/Place/Grade Fill	CY	4,000	$ 26.25	$ 105,000.00
5	Non-woven Geotextile Separation Layer	SF	29,000	$ 0.31	$ 8,990.00
6	Geoweb System (Including Atra Speed Stakes & TP-255 Tendons)	SF	33,500	$ 2.35	$ 78,725.00
7	8" PVC Deadman Pipe	LF	825	$ 34.00	$ 28,050.00
8	Top Soil (6")	CY	625	$ 40.68	$ 25,425.00
9	Sod (Rolled Bermuda)	SF	31,000	$ 0.75	$ 23,250.00
10	Liner Membrane	SF	29,000	$ 0.32	$ 9,280.00
				TOTAL PRICE	$ 340,720.00

LEGEND:
LS - LUMP SUM
CY - CUBIC YARD
SF - SQUARE FEET
LF - LINEAR FEET

SECTION 3 – SCOPE OF WORK

CONTRACTORS RESPONSIBILITY:

- Provide all labor, equipment, materials, and supervision to complete the project in full in accordance with the Attachment 1, Attachment 2, Attachment 3, Attachment 4, and Attachment 5.
- Contractor to include all survey necessary for construction layout and as-built drawings
- Dispose of any excess or unsuitable materials off-site at an approved location.
- Protect all adjacent areas from damage and restore any disturbed surfaces.

REGRADING OF FRONT SLOPE

- Import, place and grade fill material necessary to achieve final grades as shown on Sheets C1 & C2 and quantified.
- Reshape and stabilize the front face of the existing earthen berm to restore the intended slope profile and surface condition.
- Grading work must ensure consistent slope, proper drainage, and adequate compaction.

INSTALLATION OF GEOWEB SYSTEM

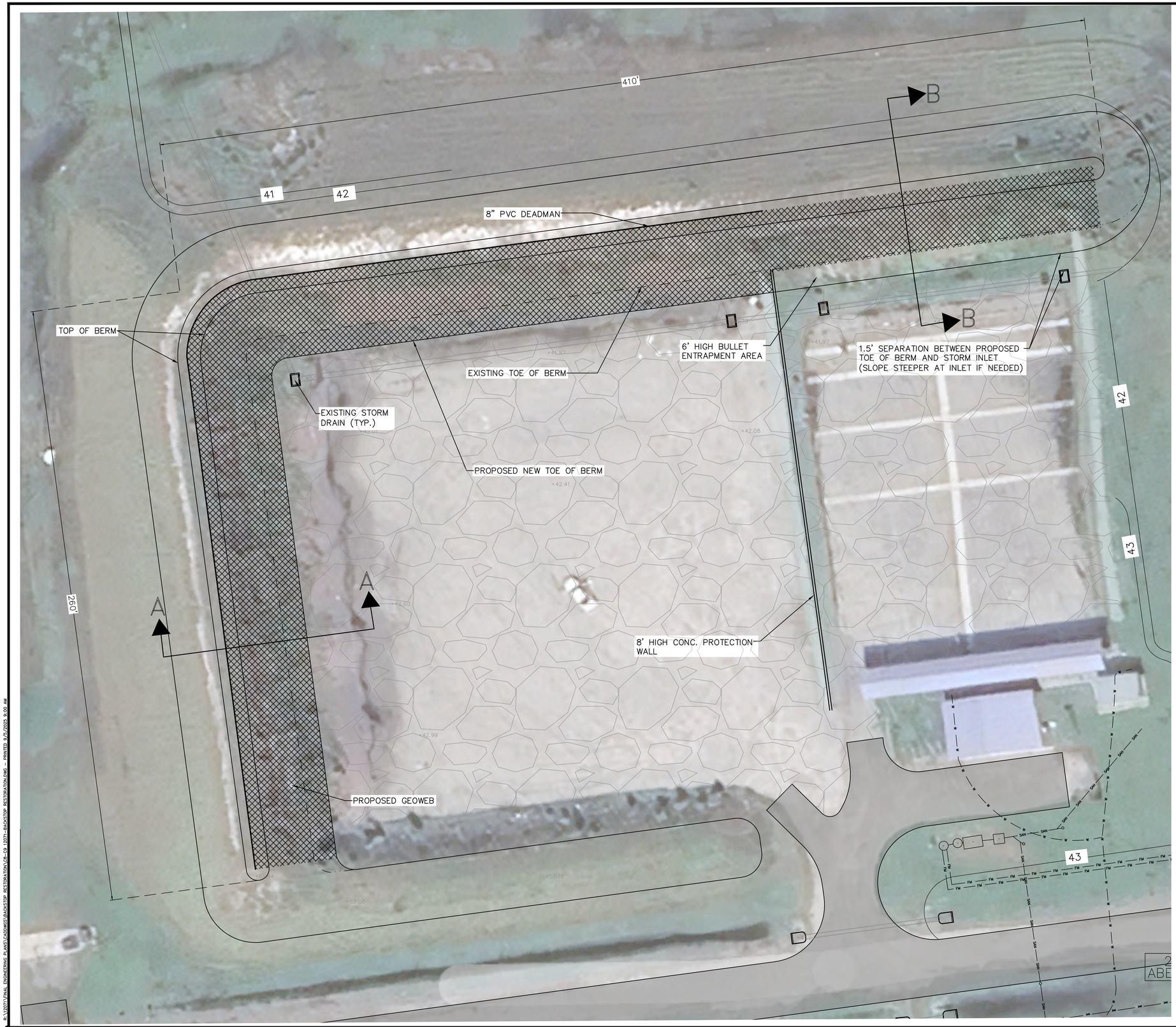
- Furnish and install a geocell/geoweb soil stabilization system on the regraded front slope. The Geoweb System includes all work, equipment, and materials necessary for the installation of the GEOWEB GW30V6 Panels Filled with topsoil, 8-inch solid wall PVC Deadman, Atra Speed Stakes, TP-225 Tendons, Non-woven geotextile separation layer, and the geotextile liner membrane.
- Installation must be performed per manufacturer specifications, including proper anchoring and infill as shown on Sheets C1 & C2 and Attachment 4.

RESODDING

- Import and fill Geoweb Panels with 6-inches of topsoil.
- Provide and install rolled Bermuda sod over the geoweb system and any disturbed areas.
- Include soil preparation and any necessary watering to ensure vegetation takes hold.

Refer to (Attachment 2) “Sheet C1 and Sheet C2” Plans, (Attachment 3) “Geotechnical Evaluation”, (Attachment 4) “GEOWEB Installation Guideline” and (Attachment 5) “Slope Protection System – GEOWEB” published on the City’s webpage @ www.port-orange.org/bids.aspx and www.demandstar.com.

[Remainder of page left intentionally blank]



0 10 20 30 40

SCALE : 1" = 20'

LEGEND:

- EXISITING ASPHALT
- PROPOSED GEOWEB
- ×42.60 EXISTING GRADE
- 41 EXISTING CONTOUR

NOTES:
1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
2. ALL ELEVATIONS BASED ON NAVD 88 DATUM.
3. REFERENCE COMPLETE MANUFACTURER RECOMMENDATIONS AND REQUIREMENTS BY PRESTO GEOSYSTEMS JUNE 2, 2025

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO	DATE	SUBMITTALS / REVISIONS	BY

PORT ORANGE SHOOTING RANGE BERM RESTORATION FINAL ENGINEERING PLANS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 12071
DESIGNED BY: RJB
DRAFTED BY: BNF
CHECKED BY: RJB
DRAWING FILE: C8-C9 12071-BACKSTOP RESTORATI
XREF'S: ####
XREF'S: #########

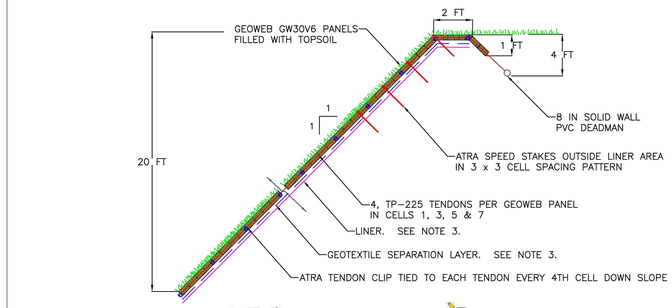
ROBERT BALL, P.E. 60001
NOT VALID WITHOUT SEAL

SCALE: 1"=20'

SHEET: C1 OF 2

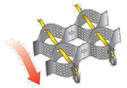
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Notes:
1. This evaluation is copyrighted and is based on the use of GEOWEB® manufactured by Reynolds Presto Products, Inc. All rights reserved. Any use of this evaluation for any geocell product other than that manufactured by Reynolds Presto Products, Inc is strictly prohibited and makes this evaluation invalid.
2. The evaluation assumes that the slope is globally stable.
3. If required, provide a non-woven geotextile layer over the liner and install per Manufacturer recommendations including overlaps.
4. The GEOWEB panels shall be connected with ATRA® keys at each interleaf and end to end connection.
5. GEOWEB infill shall be nutrient-rich, pulverized topsoil. Limit the drop of infill to prevent panel distortion.
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7. Refer to the GEOWEB Slope Protection Installation Guide for installation procedures.




ATRA KEY


ATRA TENDON CLIP


INSTALLATION

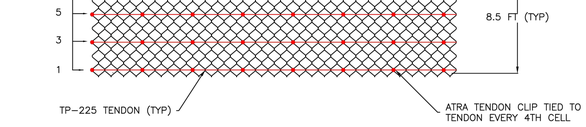
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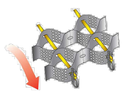
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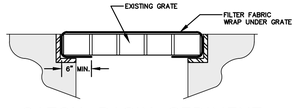

INSTALLATION

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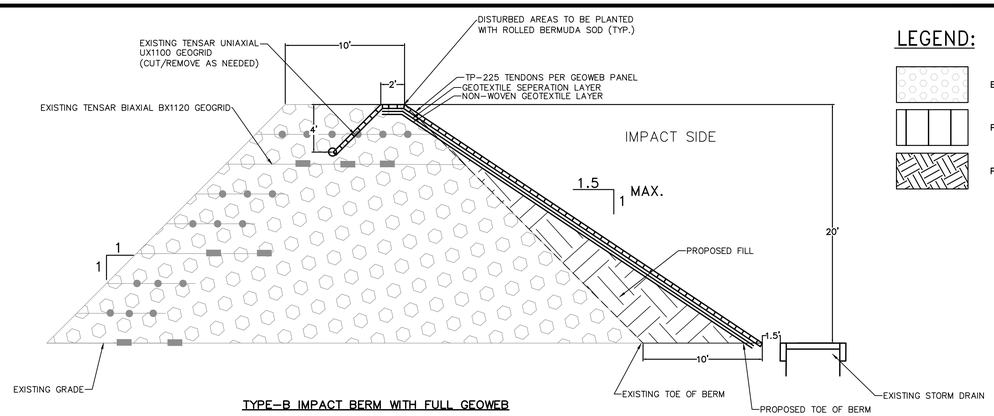
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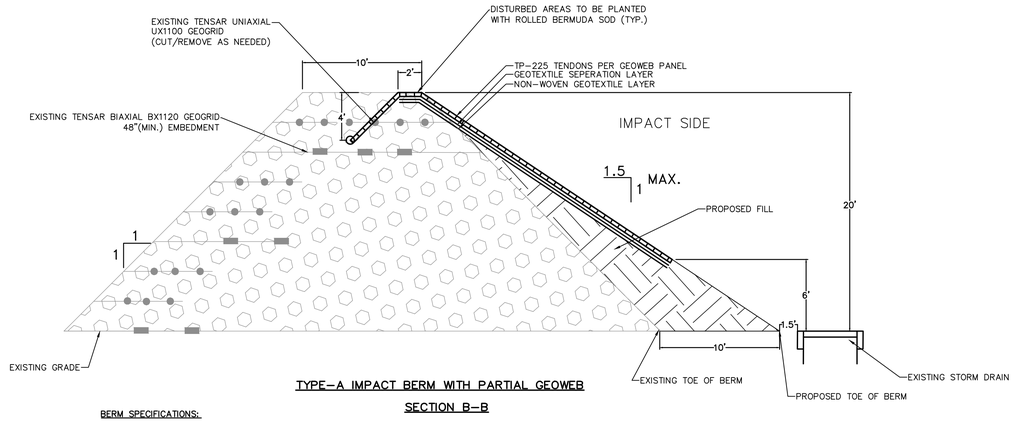
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SCALE NTS	SHEET 2 OF 2



CATCH BASIN SEDIMENT PROTECTION DETAIL
N.T.S.



TYPE-B IMPACT BERM WITH FULL GEOWEB
SECTION A-A



TYPE-A IMPACT BERM WITH PARTIAL GEOWEB
SECTION B-B

BERM SPECIFICATIONS:

1. FILL FOR BERMS TO BE PLACED IN 1' LIFTS & COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557. REFERENCE GEOTCH FOR COMPLETE REQUIREMENTS.
2. NO ROCKS, ORGANICS, OR OTHER HARD MATERIALS ARE PERMITTED WITHIN 6' OF THE IMPACT SIDE OF THE BERM. THE REMAINING PORTION OF THE BERM AREAS WILL NOT CONTAIN MORE THAN 5% ORGANICS WITHIN THE FILL MATERIAL.
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BERM SECTIONS & SPECIFICATIONS
N.T.S.

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LEGEND:
- EXISITING BERM
- PROPOSED GEOWEB
- PROPOSED FILL

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(EB-6565)

NO	DATE	SUBMITTALS / REVISIONS	BY

PORT ORANGE SHOOTING RANGE BERM RESTORATION FINAL ENGINEERING PLANS

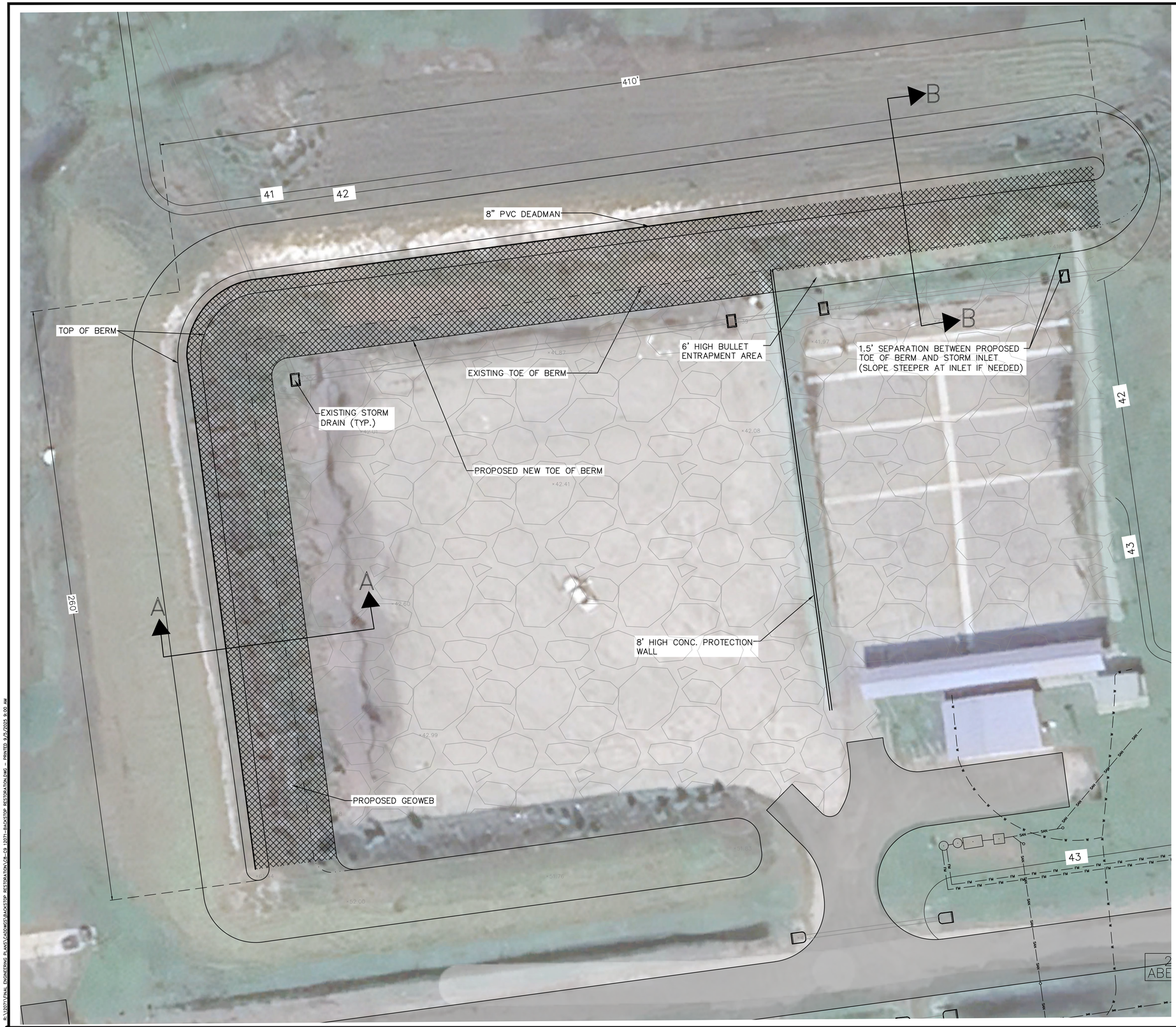
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 12071
DESIGNED BY: BB
DRAFTED BY: BNF
CHECKED BY: BB
DRAWING FILE: C8-C9 12071-BACKSTOP RESTORATI
XREFS: 12071_SURV.DWG
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ROBERT BALL, P.E. 60001
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0 10 20 30 40

SCALE : 1" = 20'

LEGEND:

- EXISITING ASPHALT
- PROPOSED GEOWEB
- ×42.60 EXISTING GRADE
- 41 EXISTING CONTOUR

NOTES:
1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
2. ALL ELEVATIONS BASED ON NAVD 88 DATUM.
3. REFERENCE COMPLETE MANUFACTURER RECOMMENDATIONS AND REQUIREMENTS BY PRESTO GEOSYSTEMS JUNE 2, 2025

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PORT ORANGE SHOOTING RANGE BERM RESTORATION FINAL ENGINEERING PLANS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 12071
DESIGNED BY: RJB
DRAFTED BY: BNF
CHECKED BY: RJB
DRAWING FILE: C8-C9 12071-BACKSTOP RESTORATI
XREF'S: ####
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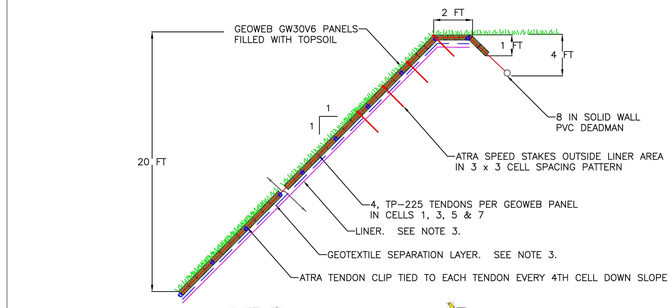
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SCALE: 1"=20'

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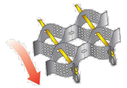
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INSTALLATION

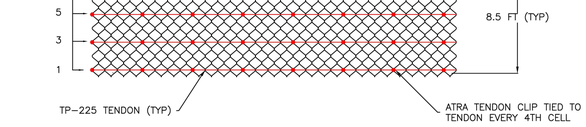
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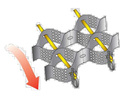
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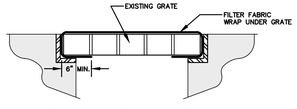

INSTALLATION

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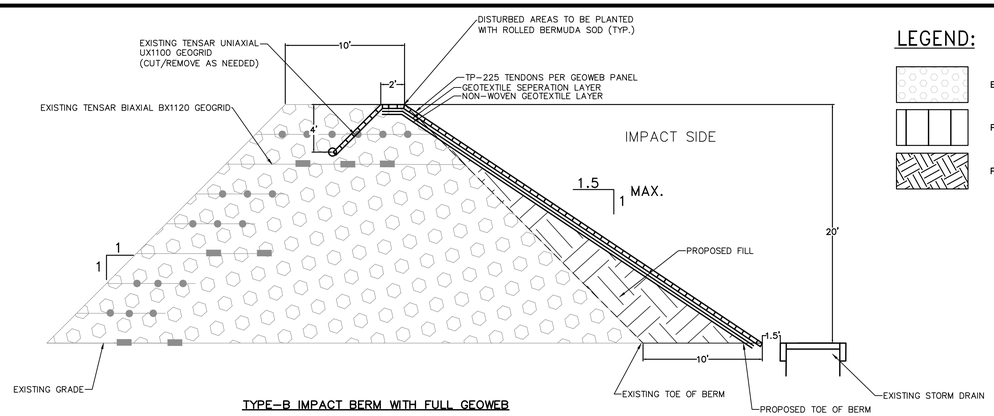
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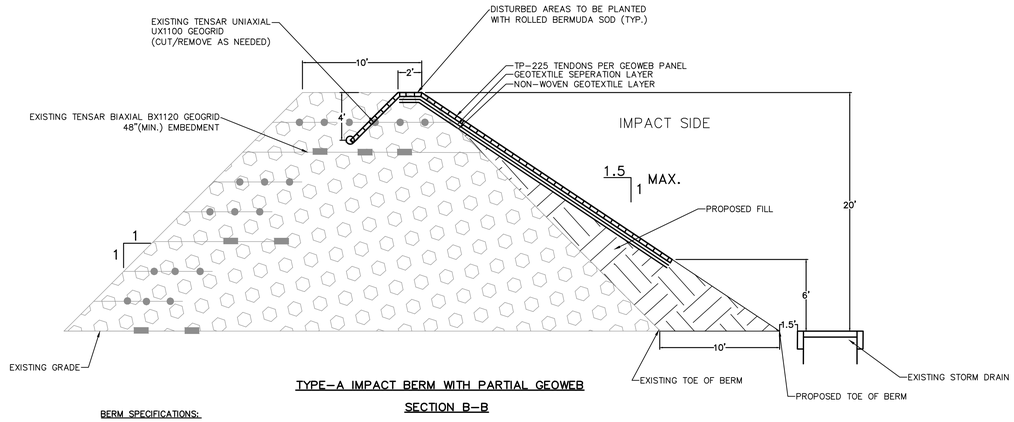
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CATCH BASIN SEDIMENT PROTECTION DETAIL
N.T.S.



TYPE-B IMPACT BERM WITH FULL GEOWEB
SECTION A-A



TYPE-A IMPACT BERM WITH PARTIAL GEOWEB
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- PROPOSED GEOWEB
- PROPOSED FILL

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PORT ORANGE SHOOTING RANGE BERM RESTORATION FINAL ENGINEERING PLANS

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 12071
DESIGNED BY: BB
DRAFTED BY: BNF
CHECKED BY: BB
DRAWING FILE: C8-C9 12071-BACKSTOP RESTORATI
XREFS: 12071_SURV.DWG
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August 11, 2025

Zev Cohen & Associates, Inc.
300 Interchange Boulevard, Suite C
Ormond Beach, Florida 32174

Attention: Mr. Bobby Ball, P.E.
bball@zevcohen.com

Reference: **Geotechnical Evaluation**
Shooting Range – 4031 Pioneer Trail
Port Orange, Volusia County, Florida
UES Project No. 0430.2400238.0000
UES Report No. 2108475

Dear Mr. Ball:

UES has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for slope stabilization where sloughing was observed along portions of the existing shooting berm.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC
Certificate of Authorization No. 549

Michael Mohney, M.S.
Geotechnical Staff Engineer

BRIAN C. POHL LICENSE NO. 60216 STATE OF FLORIDA PROFESSIONAL ENGINEER

Brian C. Pohl, P.E.
Branch Manager
Florida Registration No. 60216

MM/BCP/cme

GEOTECHNICAL EVALUATION

Shooting Range – 4031 Pioneer Trail
Port Orange, Volusia County, Florida

UES Project No. 0430.2400238.0000
UES Report No. 2108475

August 11, 2025

Prepared For:

Mr. Bobby Ball, P.E.
Zev Cohen & Associates, Inc.
8300 Interchange Boulevard, Suite C
Ormond Beach, Florida 32174

Prepared By:

UES
911 Beville Road, Suite 3
South Daytona, Florida 32119
(386) 756-1105

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APPENDICES

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Boring Location Plan A-1
Boring Logs A-2
Key to Boring Logs Sheet A-3

APPENDIX B
Geotechnical Business Council Document B-1
Constraints and Restrictions B-2

1.0 PROJECT DESCRIPTION

Project information has been provided to us in correspondence with you. We understand that the existing berm for the shooting range located at 4031 Pioneer Trail has experienced sloughing along the impact face of the shooting backdrop berm subsequent to Hurricane Nicole. We have been requested to perform a berm stability analysis for the existing berm and to provide recommendations for stabilizing the slope.

We have been provided with the construction plans indicating the berm cross-section prior to Hurricane Nicole. We understand that part of the remediation will include re-grading the impact face of the berm from a 1H:1V slope to a 1.5H:1V slope.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform UES so that we may review our recommendations.

2.0 PURPOSE AND SCOPE

2.1 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction; and
- to provide geotechnical engineering recommendations for slope stabilization and site preparation.

This report presents an evaluation of site conditions based on traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. UES would be pleased to provide these services, at your request.

Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.

2.2 FIELD INVESTIGATION

2.2.1 BORINGS

The subsurface conditions were investigated with two (2) Standard Penetration Test (SPT) borings advanced to a depth of approximately 35 feet each below existing grade (designated B-1 and B-2) within the existing berm. We performed the SPT borings according to the procedures of ASTM D-1586.

The borings were located by our field personnel using measurements from established landmarks and should be considered accurate only to the degree implied by the method used. The locations of the borings are presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.3 LABORATORY TESTING

2.3.1 INDEX TESTING

The soil samples recovered from the soil borings were returned to our laboratory and then a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS).

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profile are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the SPT borings generally indicated the presence of medium dense to very dense fine sand with silt (SP-SM) and weakly cemented fine sand with silt (SP-SM, HARDPAN) to the boring termination depth of approximately 35 feet below existing grade.

3.2 GROUNDWATER

Groundwater was not encountered within the upper 20 feet at the boring locations. If groundwater measurements are required, we recommend performing additional hand augers adjacent to the existing berm. It should be anticipated that the groundwater levels will fluctuate due to seasonal climatic variations, tidal fluctuations, surface water runoff patterns, construction operations, and other interrelated factors.

We recommend positive drainage be established and maintained on the site during construction. We further recommend permanent measures be constructed to maintain positive drainage from the site throughout the life of the project.

4.0 BERM STABILITY ANALYSIS

As discussed, we were requested to perform a berm stability analysis on the existing berm. We were provided with the construction plans indicating the existing berm cross-section. We understand that the berm was constructed with a 1H:1V slope and was reinforced with Tensar Uniaxial UX1100 and Tensar Biaxial BX1120 Geogrids.

4.1 MODEL AND INPUT PARAMETERS

We used the commercial software program "Slide 2" for the berm stability analysis of the existing berm slope. Slide 2 is a two-dimensional, limit equilibrium slope stability analysis program. The soil parameters were selected based on the results of our borings.

4.2 BERM STABILITY RESULTS

We analyzed the critical sections of the berm under design conditions. In addition, a surcharge load of 250 psf was applied to the top of the berms to simulate maintenance vehicle loads, where applicable. Our results are based on the assumption that the berms were constructed in accordance with project specifications. The results of our analyses indicate that a minimum factor of safety against rotation of 2.1 is achieved for the "as constructed" conditions. Detailed results of the analysis are also presented in the attached computer outputs.

A minimum factor of safety of 1.3 is generally accepted by industry standards. **Therefore, based on our analysis, it is our opinion that the existing slope was properly constructed in accordance with project specifications and should be stable against rotational failure.**

4.3 CONCLUSION AND RECOMMENDATIONS

Based on the results of the slope stability analyses and the field and laboratory data obtained, it appears that the berm has an adequate factor of safety against a slope failure for the "as-constructed" geometry. It is our opinion that the observed sloughing was due to erosion caused by surface run-off from the intense rainfall produced by Hurricane Nicole.

The remediation of the slope should include rebuilding the entire length of the berm along the impact side by placing new fill soils at the locations where the sloughing occurred and then placing fill until the new proposed slope of 1.5H:1V is achieved. Once the berm is constructed to the proposed slope, we recommend installing a geotextile (Mirafi 180 N or equivalent) overlain by a 6-inch geoweb (Presto Geosystems GW40V or equivalent). The geoweb cells can be filled with soil fill to facilitate vegetation growth. Sod can be placed over the geoweb. The geotextile and geoweb should be installed in accordance with manufacturer's recommendations. Based on conversations with you, we understand that the bottom 7.5 feet of the berm, measured from the proposed toe of the berm, may not contain geotextile and geoweb to permit easier access for the collection of bullet fragments.

The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Fill material should be placed in maximum 1-foot thick loose lifts and compacted to a minimum of 95 percent of modified Proctor maximum dry density as determined by ASTM D1557. The moisture content of the fill material during placement and compaction should be within +3 and -2 percent of the optimum moisture content (ASTM D1557).

Before earthwork and construction activities begin, existing topsoil, vegetation surface debris, large roots down to finger-size, and any other deleterious material should be removed from the slopes within the construction limits. Site stripping should extend at least 10 feet beyond the construction area. Any pockets of organics, organic-laden soils and/or deleterious material should be undercut to competent soil. This process should be observed by a representative of UES to check that organics, organic-laden soils and/or deleterious material has been removed.

5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain UES to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

6.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

* * * * * * * * *

APPENDIX A

UES™



LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

GRAPHIC SCALE

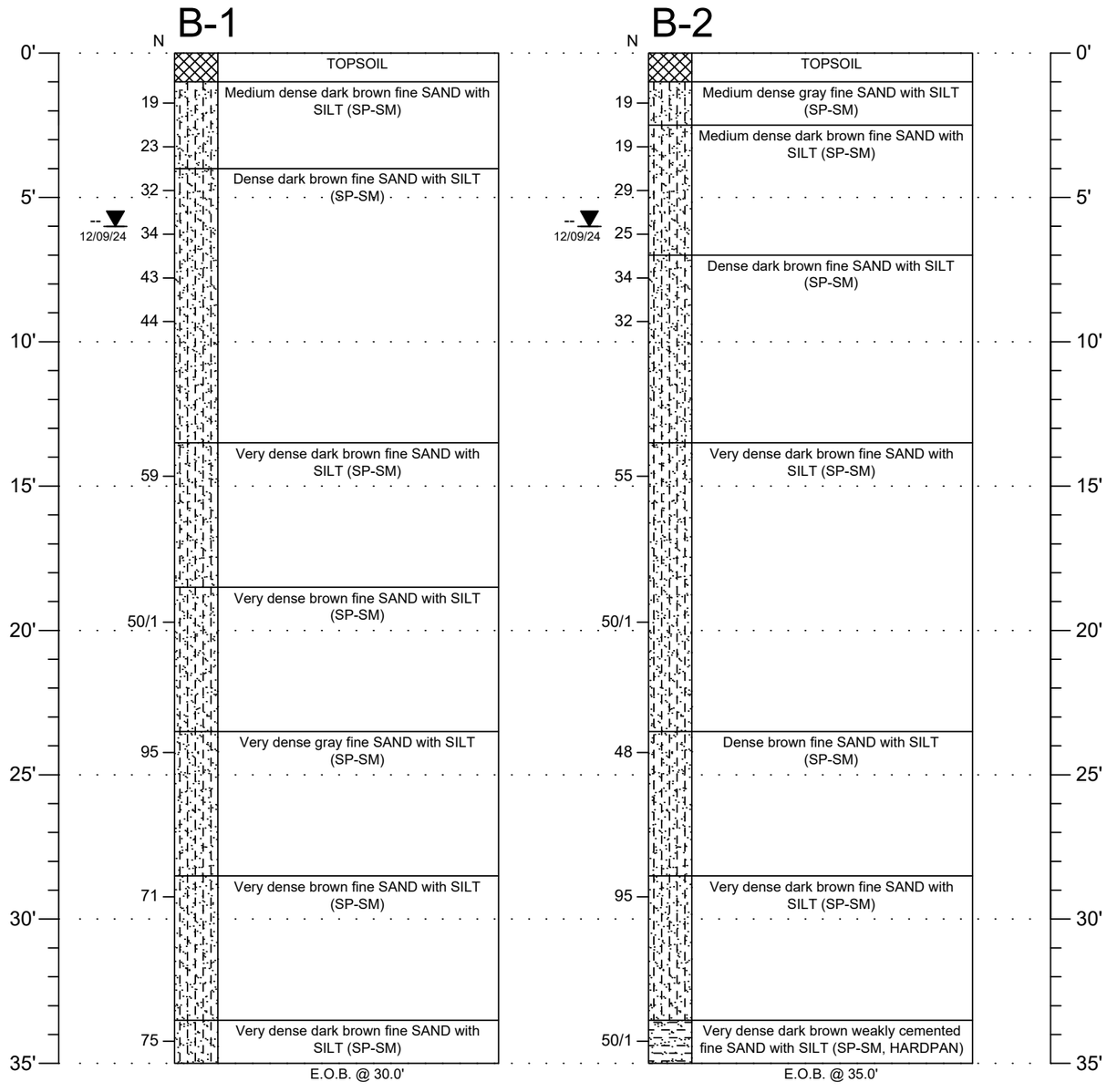
0 75 150

(IN FEET)

1 INCH ≈ 150 ft.

UES

TITLE: BORING LOCATION PLAN			SCALE: 1" ≈ 150'
PROJECT: GEOTECHNICAL EVALUATION PORT ORANGE SHOOTING RANGE NEW SMYRNA BEACH, FLORIDA			PAGE/FIG. NO.: A-1
DRAWN BY: MKL	DATE: 12/09/24	PROJECT NO.: 0430.2400238.0000	
CHECKED BY: BP	DATE: 12/09/24	REPORT NO.: 2108475	



Fine SAND (SP)

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES

PROJECT:
GEOTECHNICAL EVALUATION
PORT ORANGE SHOOTING RANGE
NEW SMYRNA BEACH, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY:	MKL	DATE:	12/09/24	PROJECT NO.:	0430.2400238.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-2
CHECKED BY:	BP	DATE:	12/09/24	REPORT NO.:	2108475		

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SIOLS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX B

UES™

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
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CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

UES

PRESTO GEOSYSTEMS

GEOWEB®

SLOPE PROTECTION SYSTEM

INSTALLATION GUIDELINE



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SLOPE PROTECTION SYSTEM
INSTALLATION GUIDELINE

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PRESTO GEOSYSTEMS

GEOWEB®
SLOPE PROTECTION SYSTEM
INSTALLATION GUIDELINE

NOTE: The following installation techniques and recommendations may require an evaluation by Presto Geosystems to determine applicability of use for individual project requirements.

Site Preparation

- Remove existing vegetation from the proposed slopes.
- Excavate and shape the slope section.
- Place, compact and shape required earth fill.
- Dig toe-in trenches at the crest and perimeter of the slope as required.

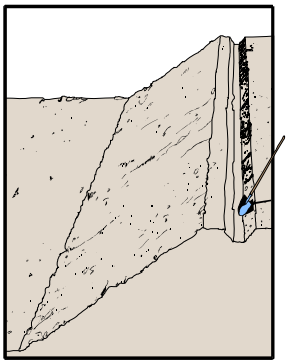


Figure 1 Slope Preparation

Geotextile Separation Layer

- Most non-vegetated slope applications involve a non-woven or woven geotextile separator layer at the sub grade surface. When required, this separation layer is critical to the performance of the slope system. Refer to Figure 2.
- Install geotextile separation layer in accordance with manufacturer's instructions and ensure that minimum overlaps are maintained.
- Ensure geotextile is placed in perimeter toe-in trenches.
- Anchor the edges of the geotextile separation layer in accordance with manufacturer instructions to prevent movement.

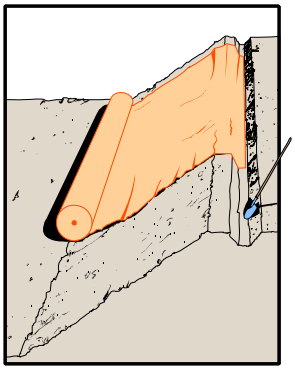


Figure 2 Geotextile Placement

Installation of Geoweb® Sections

- Drive a row of ATRA Stake Anchors along the upper edge of the proposed slope protection area. Space the stakes at pre-determined single cell centers. See Geoweb® Anchor Spacing Charts for guidance.
- Partially expand the Geoweb® section and place the end cell of the section over its corresponding edge stake. Ensure the ATRA® Stake Clip arm is hooked over the cell wall. Refer to Figure 3.

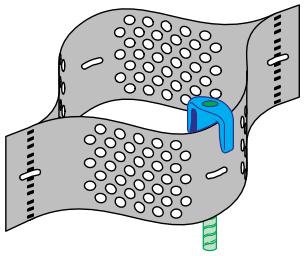


Figure 3 ATRA® Anchor Placement

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- Expand the Geoweb® section down the slope to the section's specified length. Refer to Figure 4.
- Hold the fully expanded sections open using one of the following:
  a) ATRA® Stake Anchors, straight stakes or J-Pins (permanent or temporary). Specialized driving tools are available through Presto Geosystems' authorized distributors and representatives to speed driving of ATRA® Stake Anchors. Refer to Figure 5.
  b) Infill several peripheral cells.
- Other acceptable methods may be used.

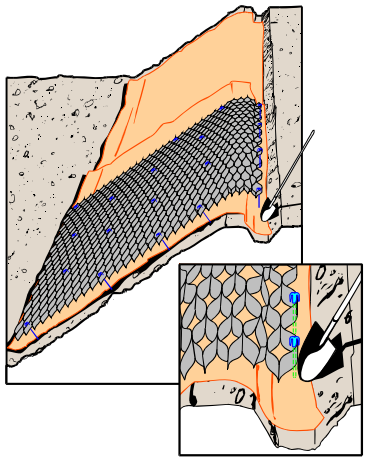


Figure 4 Placement of Geoweb® Section

- Align and interleaf edges of adjoining Geoweb® sections, ensuring that the upper surfaces of adjoining sections are flush.
- Fasten Geoweb® sections together with the ATRA® key connection device. Position the ATRA key through the slots of overlapping sections (side-to-side), or where cells connect (end-to-end), and turn key to "lock" position. Refer to Figure 6.
- When Geoweb sections are connected end-to-end, under-expand a few rows of the adjoining section to allow easy placement of the ATRA keys before fully expanding the connecting section. For easiest placement, insert the key completely through one cell before inserting through the adjoining cell. Adjoining sections should also be fully connected prior to infilling.
- The use of the ATRA key device will reduce construction time significantly and offer cost-savings compared to stapling operations.
- Geoweb sections may also be connected with pneumatic staplers either side-to-side or end-to-end. ATRA key is the recommended connection method.
- The ATRA key connection device and pneumatic staplers and staples are available through Presto Geosystems and their authorized distributors/representatives.

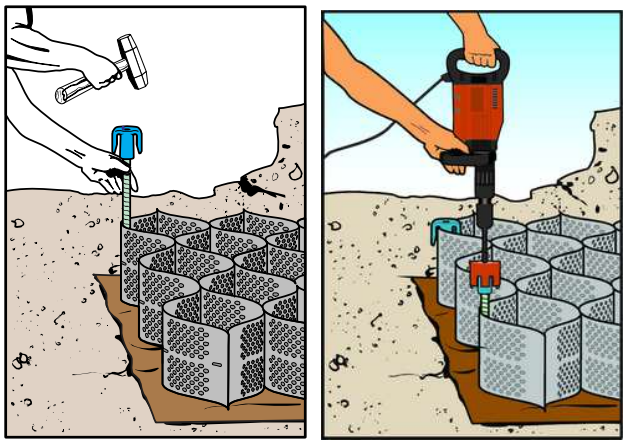


Figure 5 ATRA® Anchor Installation Methods



Figure 6 ATRA® Key Connection Device

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Installation of Geoweb® Sections on Curved or Irregular Surfaces

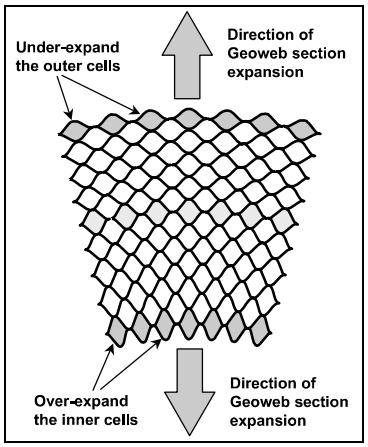


Figure 7 Tapered Expansion of Section

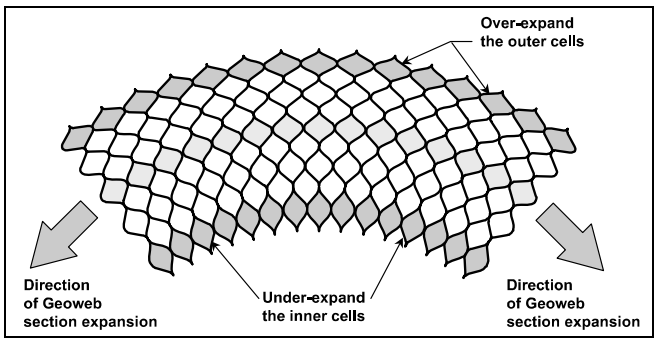


Figure 8 Curved Expansion of Section

Method 1: Progressively vary the degree of cell expansion along the length of a section. Refer to Figure 7.

Method 2: Geoweb® sections can be readily adapted to cover curved areas by varying the degree of cell expansion across the width of individual sections. This method is only used for installations with slope lengths less than one section in width (8.5 ft). Refer to Figure 8.

Method 3: Field cut an expanded section to give the required degree of taper. Refer to Figure 9.

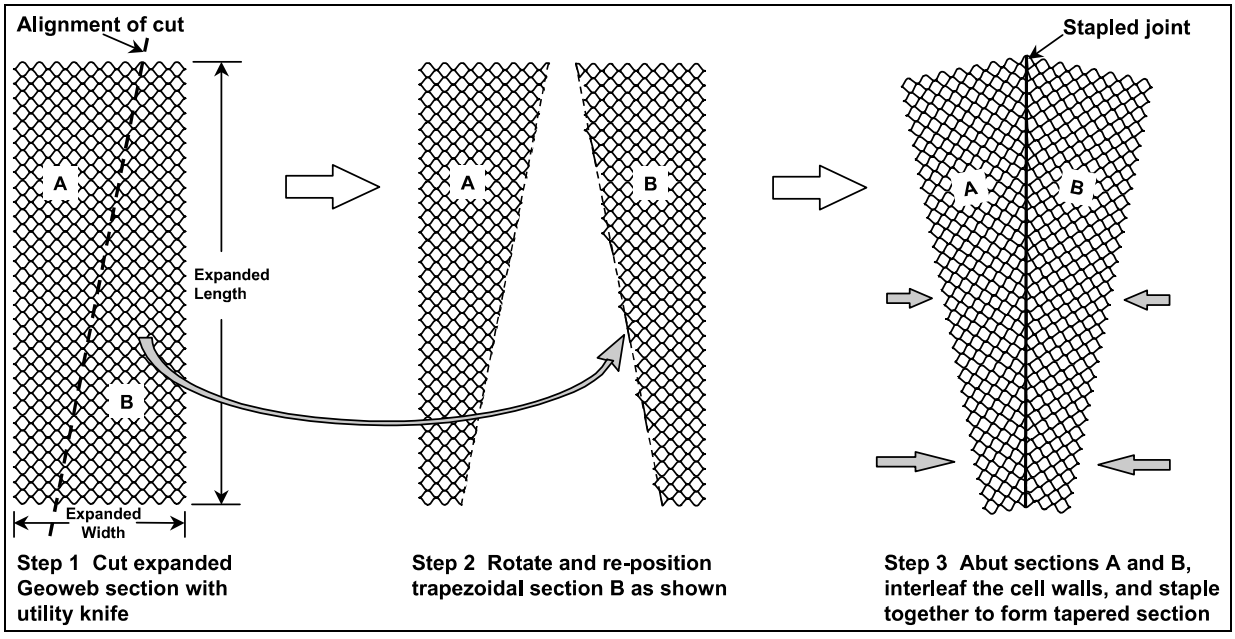


Figure 9 Field Cutting of Geoweb Section to Form Taper

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Limiting Vertical Curvature of Geoweb® Sections

Table 1: Cell Depth vs. Limiting Radius of Curvature

Geoweb® Cell Depth	Minimum Radius Expansion Direction	Minimum Radius Cross Section Direction
3 in (75 mm)	16 in (400 mm)	24 in (600 mm)
4 in (100 mm)	24 in (600 mm)	40 in (1000 mm)
6 in (150 mm)	36 in (900 mm)	60 in (1500 mm)
8 in (200 mm)	48 in (1200 mm)	80 in (2000 mm)

Preparation of Tendon Geoweb® Sections

- Geoweb® sections are supplied with tendon I-slots. Tendons should be threaded through the appropriate cells that will provide the best distribution of the number of tendons per design.
- Individual tendons are typically precut to allow for efficient installation. The tendon length is determined based on Attachment 1 Tendon Marking Method.
- Feed individual tendons through tendon slots in the collapsed Geoweb® sections prior to section expansion. Refer to Figure 10.

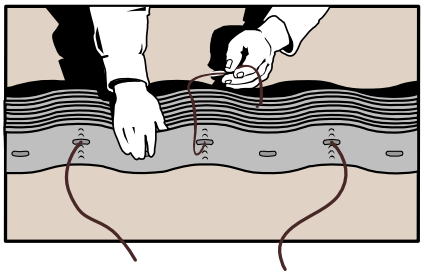


Figure 10 Tendon Insertion

Terminating and Anchoring Tendons

There are two standard methods of terminating tendons at an outer edge of Geoweb® sections.

1. Terminate tendon on ATRA Tendon Clip. Refer to Figure 11.

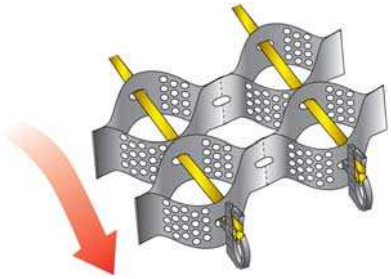


Figure 11 Termination of Integral Tendons

2. Knotted loop - used to attach tendons to a crest or toe anchor.

The ATRA® Stake Anchor and ATRA® Tendon Clip when used as a restraining device is recommended. Loop the tendon around and under the arms of the ATRA® Stake Clip. Refer to Figure 12.

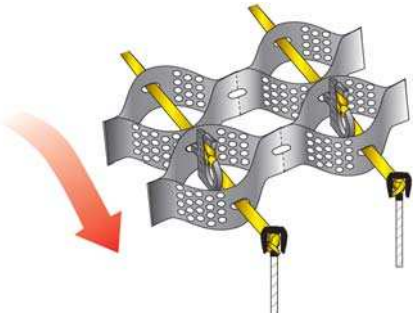


Figure 12 End Anchorage of Tendons

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Internal Anchoring

- Drive additional ATRA® Stake Anchors within selected cells of the expanded Geoweb® section at the specified spacing. Refer to Figure 13.
- Ensure the tendon is under the arm of the ATRA® Stake Clip and drive the anchor flush with the base of the cell.
- Final driving of the anchors along a single tendon should progress in sequence from the initial edge anchor (generally at the crest). The trailing length of tendon should remain un-restrained to avoid over-tensioning of the tendon.
- The un-restrained tendon end should be terminated as illustrated above.

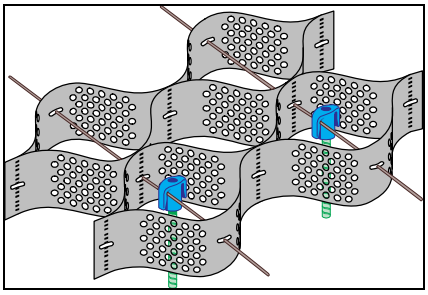


Figure 13 Internal Anchors

Non-Slip Tendon Internal Anchorage

- Geoweb® sections can be effectively supported on steep slopes with an array of internal anchors that are attached to the integral tendon system. Typical internal anchors include:
  a) ATRA® Stake Anchors
  b) J-pins
  c) Steel reinforcing rods
  d) Duckbill® cable anchors
  e) Wooden stakes
- The recommended method of attachment uses the ATRA® Stake Anchor and Moore hitch knot. Refer to Figure 14.

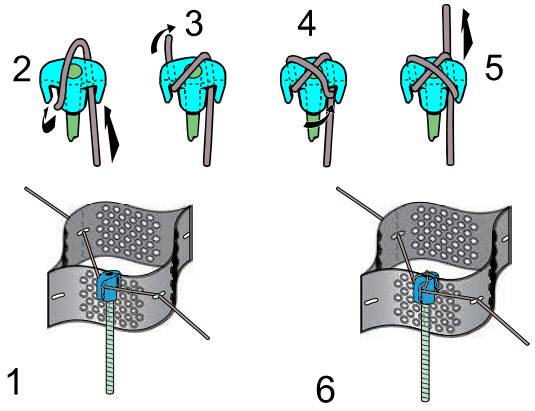


Figure 14 Moore Hitch Non-Slip Connection

Crest Anchorage of Tendon Geoweb® Systems

- Load transfer to crest anchorage is required when a driven anchor array is impractical (e.g. when a geomembrane or impervious material is present). Refer to Figure 15.
- ATRA® Tendon Clips transfer load from the Geoweb sections to the tendons in such cases. Refer to Figure 16.
- Prepare precut tendons in accordance with Preparation of Tendon Geoweb Sections on page 4.

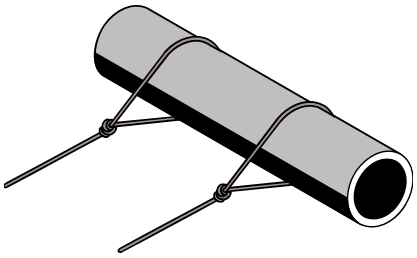


Figure 15 Deadman Crest Anchor

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- Position the collapsed sections at the crest of the slope.
- Starting from the first tendon location, count the number of cells to the next ATRA Tendon Clip and repeat along that tendon row.
- Repeat this procedure for each additional tendon location.
- With all the ATRA Tendon Clips placed in the section, thread the tendons through the cell wall I-slots in the unexpanded section.
- Locate the corresponding mark on the tendon and position it in front of the cell wall. Hold the tendon and connect to the ATRA Tendon Clip.
- Refer to Attachment 2, ATRA Tendon Clip Installation Method for instructions on installing the ATRA Tendon Clip and tendon tie-off.
- Leave the trailing length of the tendon on the upslope side of the section to allow connection to the ATRA Tendon Clip.
- Repeat this procedure for each additional tendon location.
- Place the collapsed section in the anchor trench, secure with temporary stakes or ATRA Stake Anchors and expand down the slope.
- Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
- Terminate the bottom of each tendon with an ATRA Tendon Clip.
- Note: Attaching ATRA® Tendon Clips at the required spacing can be accomplished while the Geoweb® section is pre-expanded on a flat surface. The section can then be re-collapsed, attached to crest anchorage, and deployed onto the slope. This method facilitates the installation of sections on extremely steep slopes. Refer to Figure 17.

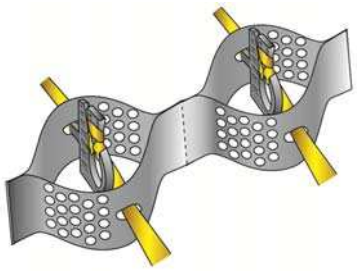


Figure 16 ATRA® Tendon Clips



Figure 17 Threading Tendon and Attaching ATRA Tendon Clips

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Placement of Infill

- Infilling of Geoweb® sections can begin when anchoring work is complete.
- A range of equipment types can be used as illustrated in Figure 18– Figure 22.
  1. Hydraulic Excavator (Backhoe)
  2. Front-end Loader
  3. Conveyor
  4. Crane-mounted skip
  5. Mixer Chute
- Limit drop-height of infill material to 3 ft (1 m) maximum.
- Infill from the crest of the slope to the toe.
- Controlled overfilling of cells is required to allow for consolidation and compaction of the infill.
- Ensure that infill will be flush with the upper surface of the cells at the completion of the installation.

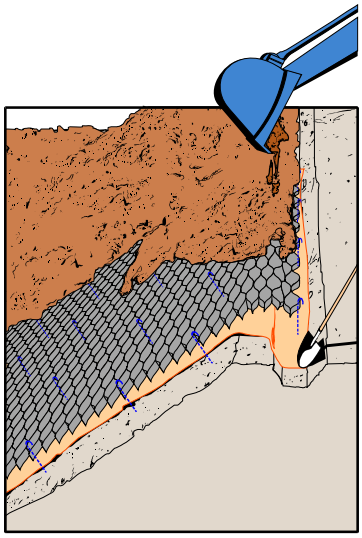


Figure 18 Excavator

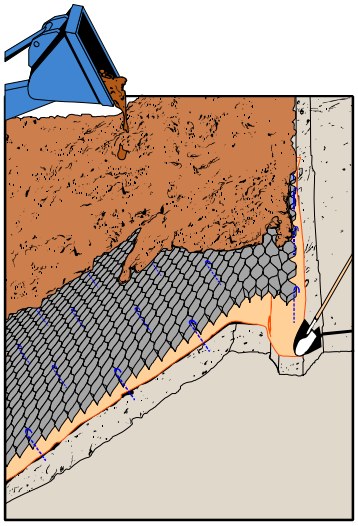


Figure 19 Loader

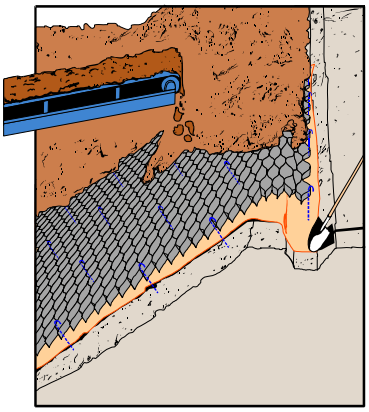


Figure 20 Mobile Conveyor

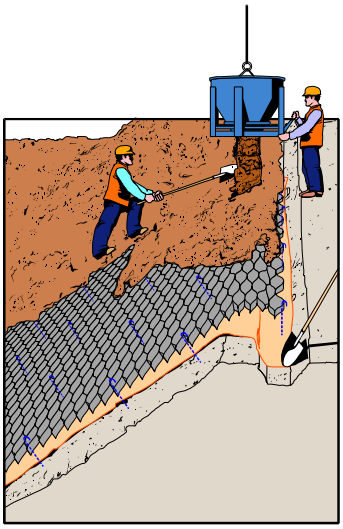


Figure 21 Skip

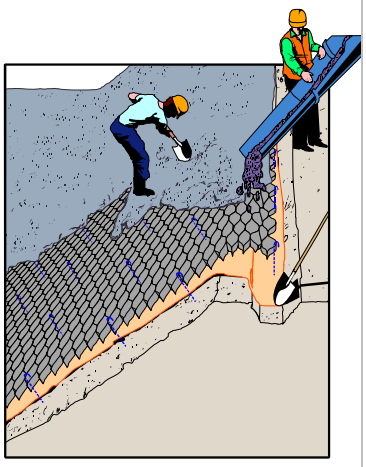


Figure 22 Chute

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Dimensions and Weights of Palletized Geoweb® Sections

Geoweb® sections are normally tri-folded and palletized for shipment to the site. Table 2 provides typical pallet dimensions and weights for a range of section and cell sizes.

Table 2: V-Series Geoweb® Shipping Dimensions and Weights

Cell Depth	*Pallet Dimensions*	*Minimum Weight*	*Maximum Weight*
3 in (75 mm)	42 in x 42 in (1070 mm x 1070 mm)	860 lb (390 kg)	1,560 lb (710 kg)
4 in (100 mm)	42 in x 42 in (1070 mm x 1070 mm)	880 lb (400 kg)	1,600 lb (730 kg)
6 in (150 mm)	42 in x 42 in (1070 mm x 1070 mm)	800 lb (360 kg)	1,450 lb (660 kg)
8 in (200 mm)	42 in x 42 in (1070 mm x 1070 mm)	880 lb (400 kg)	1,600 lb (730 kg)

Infill Volumes

Table 3: Infill Volumes for Geoweb® Sections

Cell Depth	**3 in (75 mm)**	**4 in (100 mm)**	**6 in (150 mm)**	**8 in (200 mm)**
Volume (m^3 / 100 m^2 of area)	7.5 m^3	10.0 m^3	15 m^3	20.0 m^3
Volume (yd^3 / 100 yd^2 of area)	8.3 yd^3	11.1 yd^3	16.7 yd^3	22.2 yd^3

Tools and Equipment

Installation efficiency is greatly improved by the appropriate choice of construction equipment and tools. The following guidelines apply to most Geoweb® system applications. Non-standard tools and equipment may provide additional benefits in some situations.

Table 4: Standard Construction Tools for Installation of the Geoweb® System

Geoweb® Components	**Power Tools**	**Concrete Finishing**	**Surveying Equipment**
ATRA® Stake Clips/Anchors ATRA® Tendon Clips	Heavy-duty drill	Bull floats	Surveyor's auto-level
ATRA® Key Connection Device	Circular saw	Hand floats	Tripod and rod
Hand Tools	Percussion hammer	Steel trowels	Laser beacons
Shovels and spades	Stanley-Bostitch stapler	Poker vibrators	Audio target receiver
Rakes and screed bars	SB103020 wire staples	Tamping rods	Survey stakes
Sledge hammers	Gas generator		Markers + spray cans
Crowbars	Air compressor		String-lines + spirit level
Utility knives	Electric Impact Hammer ATRA® Anchor Driving Tool and Gad.		
Spikes, nails + lumber			
Templates			

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Excavation and Materials Handling Equipment

Conventional excavators, front-end loaders, mini-excavators and skid-steer loaders, equipped with smooth-edged buckets, are normally employed for the installation of Geoweb® systems. Infilling of Geoweb® sections can also be carried out with conveyors, chutes and skips. As a rule, the overall rate of installation relates directly to the speed and efficiency of infill placement and compaction.

Compaction Equipment

Compaction of slope surfaces prior to installation of the Geoweb® system is normally carried out with: 1) vibratory plate compactor attachments for backhoes, 2) a mobile winch assembly at the slope crest to support a roller or plate compactor, or 3) manual tamping. Slope pre-compaction is primarily intended to minimize sloughing of loose surface topsoil or aggregate fill materials.

Limited Warranty

Presto Geosystems warrants each Geoweb® section which it ships to be free from defects in materials and workmanship at the time of manufacture. Presto's exclusive liability under this warranty or otherwise will be to furnish without charge to Presto's customer at the original f.o.b. point a replacement for any section which proves to be defective under normal use and service during the 10-year period which begins on the date of shipment by Presto. Presto reserves the right to inspect any allegedly defective section in order to verify the defect and ascertain its cause.

This warranty does not cover defects attributable to causes or occurrences beyond Presto's control and unrelated to the manufacturing process, including, but not limited to, abuse, misuse, mishandling, neglect, improper storage, improper installation, improper alteration or improper application.

PRESTO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN CONNECTION WITH THE GEOWEB® SYSTEM. IN NO EVENT SHALL PRESTO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR FOR ANY OTHER REASON, INCLUDING NEGLIGENCE, IN CONNECTION WITH THE GEOWEB® SYSTEM.

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ATTACHMENT 1 -TENDON MARKING METHOD

ATRA® Tendon Clip Preassembly Layout Guide

To pre-assemble ATRA tendon clips to tendons with the Geoweb® slope or channel protection system:

1. Determine Total Tendon Length using imperial or metric charts below.
2. Add to that length the tendon required to secure the system to anchor pipe, anchor stakes, helical anchors, etc., and use the "Distance between marks" charts to mark off the location for each ATRA tendon clip to be located.
3. After threading the tendon through the still collapsed Geoweb sections, align the first mark with the top cell and assure it remains properly located as the tendon is tied to the ATRA tendon clip.
4. Move to the next recipient cell (as per project design) and align the next mark with the cell and continue the process.
5. The bottom cell should receive its last clip AFTER expanding the Geoweb system down the slope.

Distance between marks
INCHES

Number of Cells between ATRA Tendon Clips	Cell Size 20V	30V	40V
1	15.8	18.3	25.7
2	24.6	28.6	44.4
3	33.4	40.9	63.1
4	42.2	52.2	81.8
5	51.0	63.5	100.5
6	59.8	74.8	119.2
7	68.6	86.1	137.9
8	77.4	97.4	156.6
9	86.2	108.7	175.3
10	95.0	120.0	194.0

Distance between marks
CENTIMETERS

Number of Cells between ATRA Tendon Clips	Cell Size 20V	30V	40V
1	40.1	46.5	65.3
2	62.5	75.2	112.8
3	84.8	103.9	160.3
4	107.2	132.6	207.8
5	129.5	161.3	255.3
6	151.9	190.0	302.8
7	174.2	218.7	350.3
8	196.6	247.4	397.8
9	218.9	276.1	445.3
10	241.3	304.8	492.8

Total Tendon Length
(Does not include length at top of slope for anchorage)

20V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (feet) 18	21	25	29	34
1	25.5	29.6	35.2	40.7	47.6
2	20.0	23.5	27.8	32.1	37.2
3	18.1	21.1	25.4	29.1	34.1
4	17.5	20.5	24.2	27.8	32.3
5	16.9	19.8	22.9	26.6	31.1
6	16.3	19.2	22.9	26.0	30.5
7	16.3	18.6	22.3	26.0	29.9
8	16.3	18.6	22.3	25.4	29.9
9	15.7	18.6	21.7	25.4	29.2
10	15.7	18.6	21.7	24.8	29.2

Total Tendon Length
(Does not include length at top of slope for anchorage)

30V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (feet) 18	21	25	29	34
1	29.4	34.2	40.6	47.0	55.1
2	23.9	28.1	33.3	38.5	44.6
3	23.1	25.7	30.8	35.4	41.6
4	20.9	24.4	28.4	34.2	39.7
5	20.9	23.8	28.4	33.0	38.5
6	20.2	23.8	28.4	32.3	37.9
7	20.2	23.2	27.8	32.3	37.3
8	20.2	23.2	27.8	31.7	37.3
9	19.6	23.2	27.2	31.7	36.7
10	19.6	23.2	27.2	31.1	36.7

Total Tendon Length
(Does not include length at top of slope for anchorage)

40V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (feet) 18	21	25	29	34
1	41.1	47.8	56.8	65.8	77.1
2	35.6	41.7	49.5	57.3	66.7
3	33.7	39.3	47.0	54.2	63.6
4	33.1	38.6	45.8	53.0	61.8
5	32.5	38.0	44.6	51.7	60.5
6	31.9	37.4	44.6	51.1	59.9
7	31.9	36.8	44.0	51.1	59.3
8	31.9	36.8	44.0	50.5	59.3
9	31.3	36.8	43.4	50.5	58.7
10	31.3	36.8	43.4	49.9	58.7

Total Tendon Length
(Does not include length at top of slope for anchorage)

20V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (meters) 18	21	25	29	34
1	7.77	9.04	10.72	12.41	14.51
2	6.09	7.17	8.48	9.79	11.34
3	5.53	6.42	7.73	8.86	10.41
4	5.34	6.24	7.35	8.69	9.85
5	5.16	6.05	6.99	8.11	9.47
6	4.97	5.86	6.99	7.93	9.29
7	4.97	5.66	6.80	7.93	9.10
8	4.97	5.66	6.80	7.74	9.10
9	4.78	5.66	6.61	7.74	8.91
10	4.78	5.66	6.61	7.55	8.91

Total Tendon Length
(Does not include length at top of slope for anchorage)

30V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (meters) 18	21	25	29	34
1	8.97	10.44	12.39	14.34	16.78
2	7.29	8.57	10.15	11.73	13.61
3	6.73	7.82	9.40	10.29	12.67
4	6.54	7.64	9.03	10.42	12.11
5	6.36	7.46	8.66	10.05	11.74
6	6.17	7.26	8.66	9.66	11.55
7	6.17	7.08	8.47	9.66	11.37
8	6.17	7.08	8.47	9.57	11.37
9	5.96	7.08	8.38	9.57	11.18
10	5.96	7.08	8.38	9.49	11.18

Total Tendon Length
(Does not include length at top of slope for anchorage)

40V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (meters) 18	21	25	29	34
1	12.52	14.58	17.32	20.06	23.49
2	10.84	12.71	15.08	17.45	20.32
3	10.28	11.97	14.34	16.52	19.38
4	10.10	11.78	13.96	16.14	18.82
5	9.91	11.59	13.59	15.77	18.45
6	9.72	11.41	13.59	15.58	18.26
7	9.72	11.22	13.40	15.58	18.08
8	9.72	11.22	13.40	15.40	18.08
9	9.54	11.22	13.21	15.40	17.89
10	9.54	11.22	13.21	15.21	17.89

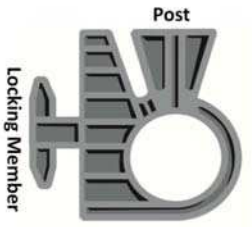
Example shown as highlighted above: GW30V40825PT section is 25 cells in length. ATRA Tendon Clips to be placed every FOUR cells along the tendon beginning with cell to be located at top of slope.

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ATTACHMENT 2 -ATRA TENDON CLIP INSTALLATION METHOD

PRESTO | GEOSYSTEMS®
GLOBAL LEADER • GLOBAL PARTNER



ATRA® Tendon Clip

LOAD TRANSFER DEVICE

ATRA Tendon Clips are load transfer devices to transfer slope gravity forces from the GEOWEB® cell wall to the tendon. The device engages securely with the GEOWEB cell wall, allowing hands-free connection while securing the tendon. ATRA Tendon Clips can be preassembled at the top of the slope on flat ground improving safety and efficiency.

5 EASY INSTALLATION STEPS...



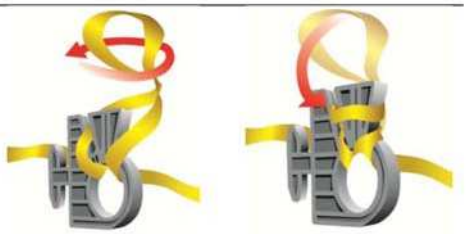
STEP 1: Locate the cells where the ATRA Tendon Clips will be installed. Insert the locking member of the ATRA Tendon Clip through the slot in the GEOWEB cell wall. Turn the clip 90 degrees to lock.



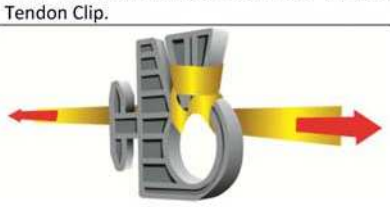
STEP 2: Pull a few inches of the tendon through the circular opening in the ATRA Tendon clip.



STEP 3: Pull the tendon up and over the post of the ATRA Tendon Clip.

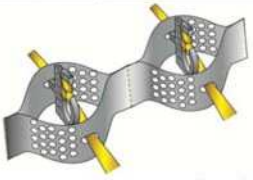


STEP 4. Twist the tendon to form a loop. Fold the tendon loop back down over the post.



STEP 5: Pull the tendon so the slack is eliminated and it is tightly secured to the clip.





COMPLETED. ATRA Tendon Clip load transfer connection.

Use the QR Code to view our ATRA Tendon Clip videos.

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Appleton, WI 54914 USA
Email: sam.justice@prestogeo.com

June 2, 2025

Jadon Peterson
RH MOORE & ASSOCIATES
7834 Depot Lane
Tampa, FL 33637

RE: PR25338 PORT ORANGE TACTICAL
Slope Protection System

Dear Jadon:

Presto Geosystems has completed the evaluation for the Port Orange Tactical Slope Protection System project. Our recommendations are provided and detailed in the attached cross section and calculation. The evaluation is copyrighted and based on the unique engineering properties of GEOWEB® system. Any use of this evaluation for any product other than that manufactured by Reynolds Presto Products, Inc. makes this evaluation invalid.

The objective of this evaluation is to propose a GEOWEB geocell system for surface stabilization of the slope. This evaluation is not applicable to the stability of the slope against a deep-seated failure. It is assumed herein that the slope is stable against failure except for the problem of surface erosion.

As the originator and leader in geocell technology, Presto Geosystems offers the following advantages:

- Manufacturer Certificate of Analysis. Presto Geosystems manufactures GEOWEB, ATRA® keys and ATRA tendon clips in accordance with stringent ISO and CE quality standards. Our quality management system allows Presto Geosystems to provide Certificates of Compliance (COC) and Certificates of Analysis (COA) that allow traceability on all materials produced and supplied for this project. We do not provide geocell materials through private label manufacturers, which is often the case with our competitors. The ability for the Owner to receive COC and COA for geocell is critical to the integrity of the project.

- Manufacturer Calculations. The attached calculations are based specifically on GEOWEB material characteristics, research/testing and accessories. Our calculations are based on the site-specific characteristics and information contained in the request for project evaluation. The recommendations are based on GEOWEB panels, ATRA key connection device and ATRA tendon

clip load transfer device. The anchorage recommendations are specific to our product and do not apply to any other geocell manufacturers.

- ATRA Key connection device. ATRA keys provide a permanent and stronger panel connection compared to metal staples or zip ties. ATRA keys are made of high-density polyethylene and are the strongest method available for panel connection. ATRA keys will not corrode or degrade and provide a permanent connection. ATRA keys were used to determine the anchorage recommendations. If a different connection device is proposed, the Presto Geosystems recommendation does not apply. ATRA keys allow multiple panels to be installed concurrently decreasing installation time and preventing panel separation during installation and compaction. Panel separation may occur with metal staples or zip ties during installation, which can lead to long-term maintenance issues.

- Installation Assistance. Representatives of Presto Geosystems, or the local distributor, are available to be on-site at the beginning of construction to ensure that the GEOWEB panels and accessories are installed as intended. We are committed to train the Contractor based on our in-depth product knowledge and installation experience. Our past project successes will minimize installation time and issues. As with any material, there are advantageous techniques of installation, which we can offer during our visit.

The project evaluation has been developed using the parameters listed below. Please review the calculations to confirm that the data used reflects site-specific conditions.

Parameters:

Maximum Slope Angle, degrees	1:1 (45°)
Vertical Height, ft	20
Slope Length, ft	28
Interface Friction Angle ϕ, degree	18
Infill Type	Topsoil
Infill Weight γ, lbs/ft^3	100
Sub Grade Type	Native
Cohesion, lbs/ft^2	0

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Based on the evaluation, the following materials are recommended for the GEOWEB application at the site.

1. Prepare the slope to required grade and remove existing vegetation.
2. If required, provide a minimum 8 oz non-woven geotextile separation layer over the liner. Install in accordance with Manufacturer recommendations including overlaps.
3. Provide GEOWEB GW30V6 (6-inch) panels.
4. Pre-shape the GEOWEB system before infill placement.
5. Connect the GEOWEB sections with ATRA Keys at each interleaf and end to end connection.
6. Provide four, TP-225 tendons per GEOWEB section, in rows 1, 3, 5 & 7.
7. Provide an ATRA Tendon Clip tied to each tendon every 4th cell down the slope.
8. Provide a solid wall PVC pipe deadman, 8 in diameter, buried a minimum of 4 feet below crest elevation. If a deadman is not feasible, provide Platipus earth anchors with a minimum tension of 2,300 lbs (1,075 lbs/ft x 8.5 ft/panel ÷ 4 tendons/panel) plus the recommended Manufacturer's factor of safety tied to each tendon. Earth anchor pullout strength shall be determined by the Engineer of Record based on recommended Manufacturer's factor of safety and site soil conditions.
9. Provide ATRA Speed Stakes outside the liner area in a 3 x 3 cell spacing pattern for additional stability.
10. GEOWEB infill shall be nutrient-rich, pulverized topsoil. Limit the drop of the infill into the GEOWEB panels to prevent distortion.
11. Provide surface protection (hydroseed, erosion control blanket or turf reinforcement mat) over the GEOWEB sized for hydraulic conditions to prevent soil washout prior to establishment of vegetation.
12. Refer to the GEOWEB Slope Protection Installation Guide for installation procedures.

For additional Slope Protection Resources, click here:
Slope Protection Engineering Resource Package
GEOWEB Slope Protection Installation Guide

If you have any questions or need any additional information, please call.

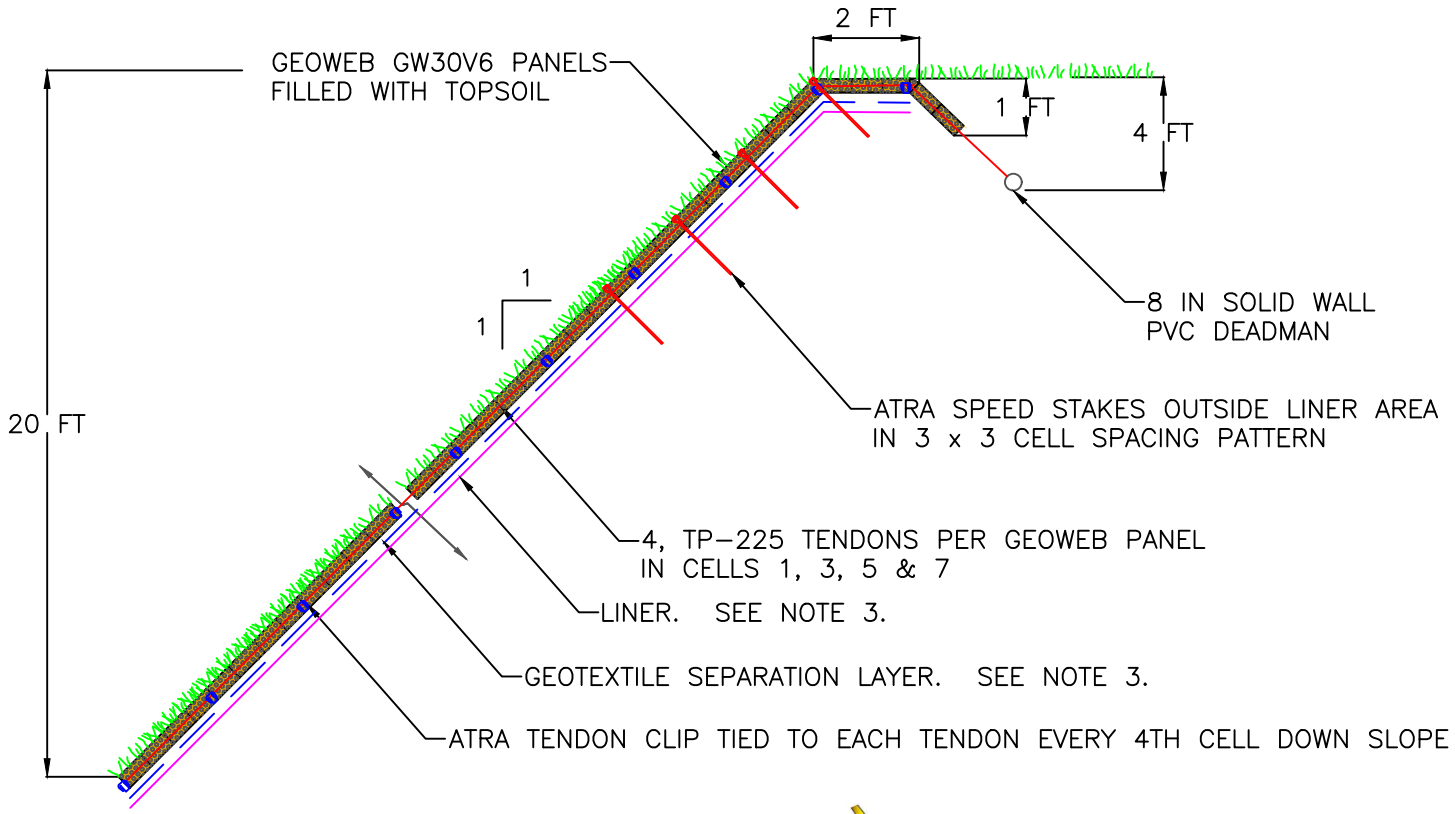
Sincerely,

Sam Justice

Sam Justice, P.E.
Civil Engineer
Presto Geosystems

Notes:

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2. The evaluation assumes that the slope is globally stable.
3. If required, provide a non–woven geotextile layer over the liner and install per Manufacturer recommendations including overlaps.
4. The GEOWEB panels shall be connected with ATRA® keys at each interleaf and end to end connection.
5. GEOWEB infill shall be nutrient–rich, pulverized topsoil. Limit the drop of infill to prevent panel distortion.
6. Provide surface protection (hydroseed, ECB or TRM) sized for hydraulic and shear stress conditions to prevent cell wash–out prior to the establishment of vegetation.
7. Refer to the GEOWEB Slope Protection Installation Guide for installation procedures.

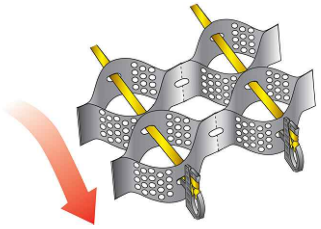




ATRA KEY



ATRA TENDON CLIP



INSTALLATION

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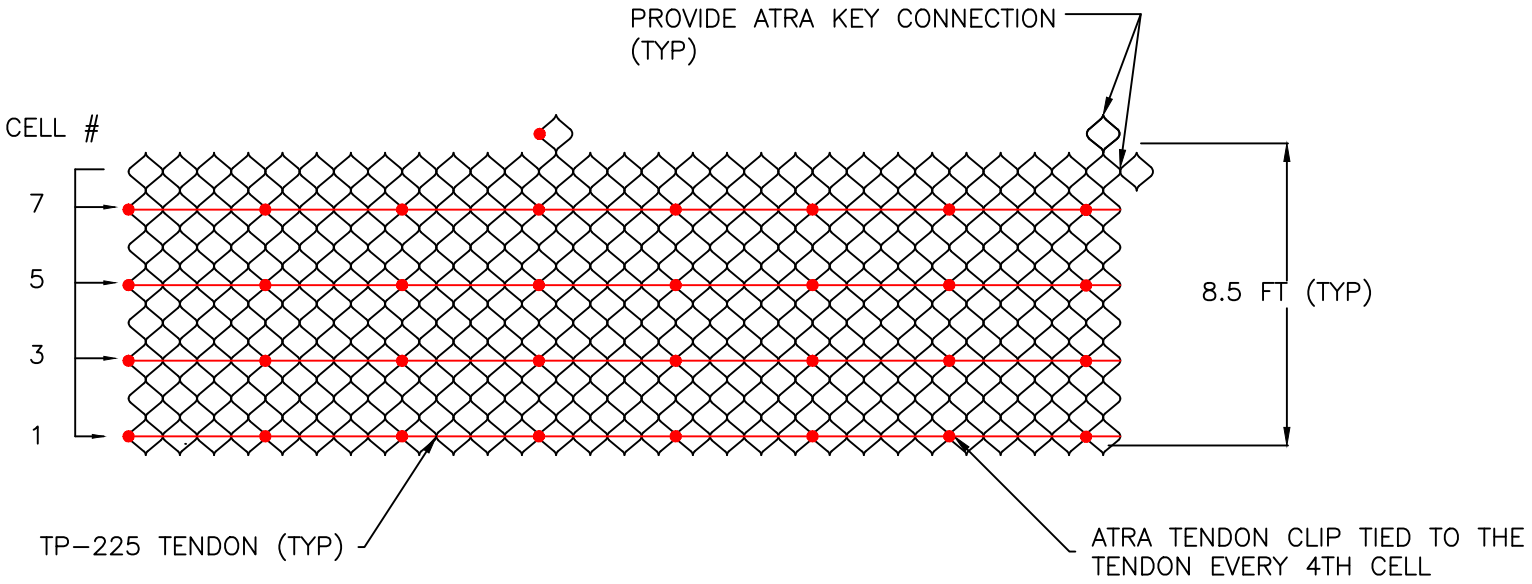
PR25338 PORT ORANGE TACTICAL
GEOWEB SLOPE PROTECTION

GEOSYSTEMS®, GEOWEB®, AND ATRA® ARE REGISTERED TRADEMARKS OF REYNOLDS PRESTO PRODUCTS, INC.

DATE JUNE 2, 2025	FILE NAME SHEET 1
SCALE NTS	SHEET 1 OF 2

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2. The evaluation assumes that the slope is globally stable.
3. If required, provide a non–woven geotextile layer over the liner and install per Manufacturer recommendations including overlaps.
4. The GEOWEB panels shall be connected with ATRA® keys at each interleaf and end to end connection.
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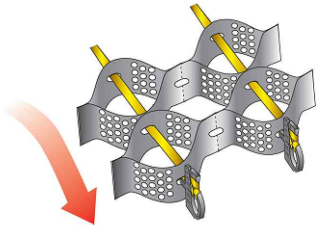




ATRA KEY



ATRA TENDON CLIP



INSTALLATION

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DATE JUNE 2, 2025	FILE NAME SHEET 2
SCALE NTS	SHEET 2 OF 2

PRESTO GEOSYSTEMS
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PRESTO

SLOPE PROTECTION SYSTEM
GEOWEB®

Project Name: PORT ORANGE TACTICAL
Presto Project Number: PR 25338
Date: 6/2/2025

INPUT PARAMETERS

English or Metric (E or M)	E	
Slope Angle	45	Slope (H:V)
Slope Length (ft)	28.28	1.00
Vertical Height (ft)	20	
Minimum Interface Friction Angle (degrees)	18	Between Different Surfaces
Geoweb Cell Type	GW30V	
Web Thickness (in)	6	
Infill type	Topsoil	Infill Weight (lb/ft)
Infill Unit Weight (lb/ft3)	100	1414.2
Additional Cover (in.)	0	Cover Weight (lb/ft)
Cover Unit Weight (lb/ft3)	0	0.0
Overall Factor of Safety	1.4	Total Weight (lb/ft)
Toe Load (lb/ft)	0	1414.2
Passive Resistance at toe (Y or N)	No	
Angle of internal friction of soil at toe	0	
Unit weight of soil at toe (lb/ft3)	0	

Calculations

Driving Force (lb/ft)	1,000.00	Weight+Toe Load (Gravity)
Factored Driving Force (lb/ft)	1,400.00	Weight Only
Factored Driving Force (lb/ft)	1,400.00	Weight+Toe Load
Resisting Force (lb/ft)	324.92	Shear Only (Min Between Surfaces)
Passive Earth Force (lb/ft)	0.00	
Available Resistance (lb/ft)	0.00	Geoweb
Factor of Safety	0.32	Shear Only

ATRA® KEY

Connection Strength	275 lbs

Note: Anchorage pattern is based on the use of ATRA keys for panel to panel connection. If staples or zip ties are used, the anchorage pattern will increase.



ATRA Key
Clickable Spec

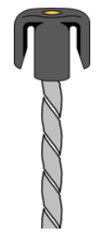
ATRA® ANCHOR DETAILS

Max. Unrestrained GW length (ft)	9.3	Unrestrained

Input Parameters

Length (in)	No Stakes	ATRA Anchor	Spacing (in)
Diameter or Width (in)	0.50		
Downslope spacing (# of cells)	0		0.0
Horizontal spacing (# of cells)	0		0.0
Soil Friction Angle (degrees)	30		
Soil Cohesion (lb/ft2)	0		
Slope Soil Type	Native		
Unit Weight (lb/ft3)	110		
Kp (Coefficient)	0.00		
Buried Anchor Length (ft)	0.00		
Anchor Resistance (lb)	0.00	Single Anchor	
Number of Rows of Anchors	0		
Anchor Resistance (lb/ft)	0.0	Resultant	
Anchor Resistance (lb/ft2)	0.00	Net Resultant	
Resisting Force (lb/ft)	325	Shear plus Anchors	
Anchor density (anchors/ft2)	0.00		
Anchors per Geoweb Section Width	0		
Factor of Safety	No Anchors	Shear and ATRA Anchored Geoweb	

Note: Anchorage pattern is based on the use of ATRA keys for panel to panel connection. If staples or zip ties are used, the anchorage pattern will increase.



ATRA Anchors
Clickable Spec

PRESTO

SLOPE PROTECTION SYSTEM
GEOWEB®

TENDONS

Required Tension (lb/ft)	1,075	Tendons only	
Input Parameters		Note: Tendons and load transfer device quantity and spacing is based on the use of only ATRA Tendon Clips for load transfer. If substitute devices are used, this analysis is void.	 ATRA Tendon Clip *Clickable Spec*
Tendon Type	TP-225		
Ultimate Strength (lb)	5100		
F.S. (Creep)	1.10		
F.S. (Knots)	1.10		
F.S. (Construction damage)	1.10		
F.S. (Chemical/Biological Durability)	1.10		
F.S. (Overall Uncertainties)	1.25	Overall Factor of Safety	1.83
Number of Tendons/GW Section	4		
ATRA Tendon Clip Spacing (no. of cells downslope)	4	Maximum Allowable	4
Tendon Hole Spacing (in)	12.6		
Available Tension/tendon (lb)	2,787		
Average No. of Tendons/slot	0.5		
Available Tension/slot (lb)	1393.3		
Available Tension (lb/ft)	1,327	OK	
Tendon density (ft/ft2)	0.657	Includes 15% extra for knots and wastage and deadman bury length.	
Tendon Length per 8.5' Geoweb Section	156		
Atra Tendon Clips/8.5' Geoweb Section	36	Atra Tendon Clip Density (#/ft2)	0.152
Factor of Safety	1.65	Shear and Tendon Anchorage	

CREST/SLOPE ANCHORAGE

Required Anchorage (lb/ft)	1075	
Input Parameters		
Horizontal Embedment Length (ft)	2	From Slope Face to Key Trench
Depth Below Crest (in)	6	Crest to Bottom of Geoweb
Slope Angle of Key Trench (degrees)	45	
Depth of Key Trench (in)	12	
Horiz. Length at Bottom of Trench (in)	0	
Soil Unit Weight (lb/ft3)	110	
Soil Friction (degrees)	30	
Available Resisting Force (lb/ft)	94.54	OK
Factor of Safety	0.42	Crest Anchorage and Shear
Factor of Safety	1.75	Crest Anchorage and Tendons

Limitation of Use:

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PROJECT: PORT ORANGE TACTICAL DEADMAN ANCHORAGE

English or Metric (E or M)				E	
Required Anchorage				981	lb/ft
Cell Depth				6	in
Height of Deadman, h				0.67	ft
Width of Deadman, w				0.67	ft
Unit weight of Deadman				0	lb/ft
Length of Deadman, l				1	ft
Depth to base of Deadman, H				4	ft
Distance between centers, L				1	ft
Soil Cover Friction Angle				30	degrees
Unit weight of Deadman Soil Cover				110	lb/ft3
Deadman to Soil Friction				5	degrees
W - Weight of Deadman				0.00	lb/ft
Vertical Stress @ Midpoint of Depth, qm				403	lb/ft3
Earth Pressure Coefficient, Ka				0.333	
Hydrostatic Earth Pressure, Ph				880	ft
Normal Earth Pressure, Pa				293.3	ft
Tangential Earth Pressure, Fa				-169.4	ft
				Chart	
Kg	Fig. 46c	tan(delta)=	0.087	3.00	
Anchor Resistance Factor, Ro				2.67	
E				0.83	
B				0.00	
Anchor Resistance Factor, R				5.38	
Ultimate Anchor Resistance, A_{ult} lbs				1452.1	
Ultimate Anchor Resistance per foot, T_{ult} lb/ft				1452.1	
Factor of Safety - Deadman				1.48	

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Product Specification - GEOWEB® GW30V6 Geocell

GENERAL

The GEOWEB A1geocell product is manufactured from textured, perforated strips of high density polyethylene that are bonded together to create a network of interconnected cells. The cells can be filled with topsoil, aggregate, concrete, recycled materials, or other infill material for geotechnical applications such as: 1) load support for unpaved and paved roads, railways, ports, heavy-duty pavements, container yard, and pads; 2) gravity and reinforced walls, reinforced slopes and fascia walls; and, 3) slope, channel, and geomembrane protection.

DIMENSIONS

Parameter	Units	Value
Cell Depth	Inches (mm)	6 (150)
Cell Size (Length x Width +/- 10%)	Inches (mm)	11.3 x 12.6 (287 x 320)
Expanded Section Width	Cells	8
	Feet (m)	Varies: 7.7 to 9.2 (2.3 to 2.8)
Expanded Section Length	Cells	18, 21, 25, 29, or 34
	Feet (m)	Varies: 15.4 to 35.1 (4.7 to 10.7)

STRUCTURAL INTEGRITY AND SYSTEM PERFORMANCE

Parameter	Units	Value
Minimum Short-Term Seam Peel Strength	lb (N)	480 (2,130)
Long-Term Seam Peel Strength (standard 4-inch sample width)[1]	lb (N)	160 (710)
Internal Junction Efficiency[2]	%	≥ 100
Mechanical Junction Efficiency (ATRA Key Connection)[2]	%	≥ 100
Peak Friction Angle Ratio (δ/Ø)[3]	Unitless	0.95

MATERIAL PROPERTIES

Parameter	Test Method	Units	Value
Polymer Density	ASTM D1505 or D792	lbs/ft^3 (g/cm^3)	58.4 - 60.2 (0.935 - 0.965)
Flexural Storage Modulus	ISO 6721	Mpa	≥ 800
Carbon Black Content[4]	ASTM D1603	%	1.5 - 2.0
Sheet Thickness Prior to Texture	ASTM D5199	mil (mm)	50 (1.27), -5% +10%
Sheet Thickness After Texture	ASTM D5199	mil (mm)	60 (1.52), -5% +10%
Texture Surface Density	--	per/in2 (per/m^2)	140 - 200 (22 - 31)

DURABILITY

Parameter	Test Method	Units	Value
Environmental Stress Crack Resistance	ASTM D1693	hrs	> 5,000
Environmental Stress Crack Resistance (Accelerated Test)	ASTM D5397	hrs	≥ 400
Resistance to Oxidation[5]	EN ISO 13438	yrs	≥ 100
Resistance to Weathering[6]	EN 12224	%	100

Notes:

1) A 4 in. (100-mm) wide seam sample shall support a 160 lb (72.5 kg) load for a period of 7 days minimum in a temperature-controlled environment undergoing a temperature change on a 10 hour cycle from ambient room to 130° F (54°). Ambient room temperature is per ASTM E 41.

2) Junction efficiency determined as a percentage of junction performance (EN ISO 13426-1) to perforated strip performance (EN ISO 10319).

3) Typical design value for granular infill material. Consult with manufacturer to confirm value for other types of infill materials.

4) Standard black HDPE strips. For tan/green GEOWEB, hindered amine light stabilizer (HALS) content will be 2.0% by weight of carrier.

5) Predicted to be durable for a minimum of 100 years in natural soil with a pH between 4 and 9 and at a soil temperature ≤ 25°C.

6) 100% of original tensile strength retained following exposure to 370 hours of ultraviolet light and accelerated weathering in accordance with EN 12224.

CE 2895 | 23 UKCA 0338 | 23
ISO 9001:2015 Certified

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ATRA® KEY
GEOWEB® CONNECTION DEVICE
SPECIFICATION

Description:

The ATRA Key is designed to connect GEOWEB Geocell sections either end-to-end or side-to-side through the GEOWEB material slots (I-slots). The ATRA Key features a structurally reinforced handle and frictional barbs to enhance interlock with the GEOWEB surface texture, providing protection against the three primary modes of mechanical junction failure: shearing, splitting, and peeling. The ATRA Key is inserted through aligned I-slots of two adjoining GEOWEB sections and turned 90 degrees to lock the key in position. If removal is required, turn the ATRA Key 90 degrees from the locked position and remove the ATRA Key from the I-slots.

Material: Polymeric Composite Material

Construction: Injection Molded

Color: Black

Dimensions:

Length: 1.31 in. (33.15 mm)

Width: 2.05 in. (52.07 mm)

Thickness: 0.38 in. (9.65 mm)

Pull-Through Strength: 275 lbs. (1.3 kN)

Mechanical Junction Efficiency (Shear, Peel & Separation): 100%

Chemical Resistance: Comprised of nonreactive, chemically inert material

Other Properties: Mildew Resistant, Non-Corrosive

Conductivity: Non-Conductive



Figure 1 ATRA Key



Figure 2 ATRA Key Connection through cell wall I-slot

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FEBRUARY 2025

ATRA® TENDON CLIP
GEOWEB® LOAD TRANSFER DEVICE
SPECIFICATION

Description:

The ATRA® Tendon Clip is a molded, high strength load transfer device with a locking member and post.

The ATRA® Tendon Clip is used to transfer driving gravitational forces from the GEOWEB® cell walls to the tendon and crest anchorage system. The device includes a structurally reinforced post and locking member with frictional barbs for improved interlock with GEOWEB® surface texture. The ATRA® Tendon Clip is inserted through the I-slot and turned 90 degrees to lock the device into place. Once locked into place, the ATRA® Tendon Clip is positioned to facilitate the intended load transfer effect. If removal is required, the ATRA® Tendon Clip may be unlocked and removed by turning 90 degrees from the locked position and removing the device from the I-slots.

When the ATRA Tendon Clip load transfer devices are connected, the complete tendoned GEOWEB system may be efficiently pre-assembled at the crest before expanding the sections down the slope.

Material: Polymeric Composite Material

Construction: Injected Molded

Color: Black

Dimensions:

Length: 3.0 in. (76.2 mm)

Width: 2.75 in. (69.85 mm)

Thickness: 0.5 in. (12.7 mm)

Pull-Thru Resistance: 420 lbs. (1.87 kN)

Chemical Resistance: Comprised of nonreactive, chemically-inert material

Other Properties: Mildew Resistant, Non-Corrosive

Conductivity: Non-Conductive

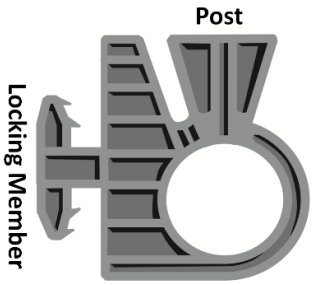


Figure 1. ATRA® Tendon Clip Load Transfer Device.



Figure 2. Inserting the ATRA® Tendon Clip through the GEOWEB Cell Wall I-Slot.

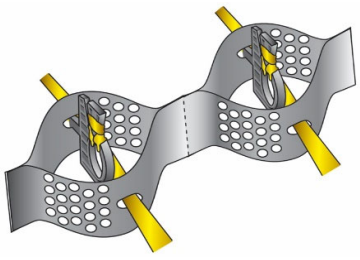


Figure 3. ATRA® Tendon Clip Locked through the GEOWEB Cell I-Slot and Properly Wrapped Tendon to Complete the Load Transfer.

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ATRA® TENDON CLIP

GEOWEB® Load Transfer Device



ATRA Tendon Clips are load transfer devices to transfer driving gravity forces from the GEOWEB cell wall to the tendon and crest anchorage system.

The ATRA Tendon Clip includes structurally reinforced post and locking member with frictional barbs to enhance interlock with the GEOWEB cell wall.

ATRA Tendon Clips can be pre-assembled at the crest of the slope on flat ground improving safety and efficiency.

5 Easy Installation Steps



STEP 1: Locate the cells where the ATRA Tendon Clips will be installed. Insert the locking member of the ATRA Tendon Clip through the slot in the GEOWEB cell wall. Turn the clip 90 degrees to lock.



STEP 2: Pull a few inches of the tendon through the circular opening in the ATRA Tendon clip.



STEP 3: Pull up on the tendon and twist, forming a loop. Allow enough tendon to fit over the post.



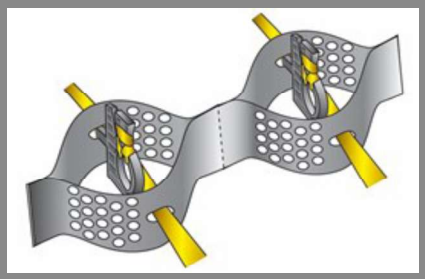
STEP 4: Pull the tendon loop back down over the post.



STEP 5: Pull the tendon so the slack is eliminated and it is tightly secured to the clip.



COMPLETED. ATRA Tendon Clip Load Transfer Connection





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ATRA® SPEED STAKE
GEOWEB® ANCHOR
SPECIFICATION

Description:

The ATRA Speed Stake provides additional anchorage and resistance to sliding and/or uplift forces to GEOWEB sections with or without tendons for crest, toe, and internal anchoring. ATRA Speed Stakes are a one-piece, non-metallic molded anchor used instead of traditional rebar or steel rods when long-term durability is desired in wet or corrosive environments.

ATRA Speed Stakes make a more secure connection with GEOWEB cell walls and allow for driving of anchors with powered ATRA Drivers with ATRA Gad attachment.

Material: Specialty HDPE based polymer alloy

Construction: One-piece injection molded design with integral flanged arms and barbs

Color: Black

Dimensions:

Length: 16 in (40.64 cm) and 20 in (50.8 cm)

Width: 1.92 in (48.77 mm)

Diameter: Tapered diameter from 0.875 in (22.23 mm) to 0.5 in (12.70 mm)

Min Tensile Strength (per ASTM D638): 14.5 kips (100 MPa)

Min Bending Strength: 575 lbf (2,550 N)

Chemical Resistance: Unaffected by Most Acids. Good Resistance to Alkalis.

Other Properties: Weather Resistant, Mildew Resistant, and Non-Corrosive

Conductivity: Non-Conductive



Figure 1 ATRA® Speed Stake



Figure 2 ATRA® Speed Stake & ATRA GAD

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JANUARY 2023

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:	Enviro-Tech Systems, Inc.
Principal Business Address:	2308 South Parrott Avenue Okeechobee, Florida 34974
Contact Person:	Brian L. Roy, President
Phone Number:	(800) 489-8316

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: $340,720.00 **City Case/Project No.** **ITB 25-19 PD Shooting Range Berm Restoration**
Description of Work: ITB 25-19 PD Shooting Range Berm Restoration

Project Location: City of Port Orange Police Department Shooting Range, Pioneer Trail, New Smyrna Beach, Volusia County, Florida 32168

Legal Description: Portions of Parcel ID#: 72-10-00-00-0010
See Attached **Exhibit "A"**

Front Page

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

City of Port Orange Police Department Shooting Range
Pioneer Trail, New Smyrna Beach, Volusia County, Florida 32168

Tax Parcel ID:
72-10-00-00-0010

Legal Description:
A portion of the Parcel ID listed above.

EXHIBIT "A"

Envrio-Tech Systems, Inc.

ITB 25-19 PD Shooting Range Berm Restoration

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, **ALL STATE CIVIL CONSTRUCTION, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THREE HUNDRED FORTY THOUSAND SEVEN HUNDRED TWENTY AND 00/100 DOLLARS** (**$340,720.00**), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for PD Shooting Range Berm Restoration, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this _____, day of _____, 2026.

Attest:

ENVIRO-TECH SYSTEMS, INC.
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Brian L. Roy, President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Bidder's Acknowledgement

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Anti-Collusion

✓ Form 7.7 – Statement of Bidder's Qualifications

✓ Form 7.8 – Professional References for Previous Experience

✓ Form 7.9 – List of Subcontractors

✓ Form 7.10 – Scrutinized Companies Certification

✓ Form 7.11 – Local Business Affidavit of Eligibility

✓ Form 7.12 – E-Verify Affidavit

✓ Form 7.13 – Debarment, Suspension and Other Responsibility Matters

✓ Form 7.14 – Affidavit of Compliance with Section 287.138, Florida Statutes

N/A Form 7.15 – No Submittal Response

✓ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

✓ (Attachment 1) – Schedule of Unit Pricing

✓ Current Bonding Capacity Letter (as outlined in Section 6)

✓ Copy of all currently held General Contractor or Underground Utility or Excavation Contractor and Sunbiz License(s)

✓ Copy of all other currently held licenses

✓ Current tax receipt for Bidder's municipality

✓ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: Enviro-Tech Systems, Inc.
Name of Business

Brian F Kay
Authorized Signature

10/24/2025
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☑I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

Enviro-Tech Systems, Inc. Name of Business	102 Frances Circle Mailing Address
Brian L Roy Authorized Signature	Altamonte Springs, FL 32701 City, State & Zip Code
Brian L. Roy, P.E., President Printed Name and Title	800-489-8316 Telephone Number
20-1442519 Federal Identification No.	RoyBL@enviro-tech.cc 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

24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Chantri Daise Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# 1 Date: 10/20/2025 Addendum#_____ Date:_____

Addendum# 2 Date: 11/07/2025 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 Addendum Acknowledgement and Change Order Procedures:

Enviro-Tech Systems, Inc.
Name of Business

Brian L Roy
Authorized Signature

Brian L. Roy, P.E., 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

24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

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

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Enviro-Tech Systems, Inc.
Name of Business

Brian L Roy
Authorized Signature

Brian L. Roy, P.E., 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 24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

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

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Brian L. Roy, P.E., who, being by me first duly sworn, made the following statement:

1. The business address of Enviro-Tech Systems, Inc. (name of Offeror or business) is 102 Frances Circle, Altamonte Springs, FL 32701.
2. My relationship to Enviro-Tech Systems, 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)**

Enviro-Tech Systems, Inc.
Name of Business

Brian L Roy
Authorized Signature

STATE OF: Florida

COUNTY OF: Seminole

Brian L. Roy, P.E., President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

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

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Enviro-Tech Systems, Inc.

SIGNED BY: Brian L. Roy, P.E.
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Brian L Roy

TITLE: President

ADDRESS: 102 Frances Circle

CITY, STATE AND ZIP CODE: Altamonte Springs, FL 32701

TELEPHONE: 800-489-8316

F.E.I.N.: 20-1442519

NO bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: Enviro-Tech Systems, Inc.

B. Permanent main office address: 102 Frances Circle, Altamonte Springs, FL 32701

C. Date organized: 7/13/2004

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? 21+

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Earthwork Construction

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. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ 109,400

M. Give bank name, contact name and phone number: Bank of America, Latoya Peterson, 813-536-4311

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 Bidder's Qualifications.

Enviro-Tech Systems, Inc.
Name of Business

Brian L Roy
Authorized Signature

Brian L. Roy, P.E., 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 24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Chantri Daise
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document must be completed and returned with your Submittal

ENVIRO-TECH SYSTEMS, INC.

Contracts on Hand

Project Description	Remaining Budget	Estimated Completion Date
North Orange Solar	$ 350,000.00	Time and materials
Hardwood Hammock Solar	$ 1,700,000.00	Time and materials
Norton Creek BESS Solar	$ 450,000.00	Time and materials
Caldwell Solar	$ 1,700,000.00	Time and materials
Cypress Creek Rehydration	$ 415,000.00	2/2026
Farm Fields	$ 100,000.00	11/2025
Simmer's Young Hyrdologic Restoration	$ 190,000.00	11/2025
Kirkman Road Ditch Armoring	$ 80,000.00	12/2025
Lake Regions Rapid Infilitration Basins	$ 35,000.00	11/2025
Total	**$ 5,020,000.00**	

Enviro-Tech Systems, Inc.
Owned/Leased Equipment

Item	Description
ETS Equipment	
ETS Equipment:0350-I	Confined Space Level 1 (Unmanned Entry) Setup
ETS Equipment:0351-I	Confined Space Level 1 (Unmanned Entry) Equipment
ETS Equipment:0352-I	Confined Space Level 2 (Manned Entry < 4 foot) Setup
ETS Equipment:0353-I	Confined Space Level 2 (Manned Entry < 4 foot) Equipment
ETS Equipment:0354-I	Confined Space Level 3 (Manned Entry > 4 foot) Setup
ETS Equipment:0355-I	Confined Space Level 3 (Manned Entry > 4 foot) Equipment
ETS Equipment:0356-I	Confined Space Gas Detector
ETS Equipment:0357-I	Confined Space Gas Detector
ETS Equipment:0358-I	Confined Space Gas Detector
ETS Equipment:0904-I	Fuel Tank 2000 Gallon
ETS Equipment:0905-I	Fuel Tank 250 Gallon (oval)
ETS Equipment:0906-I	Fuel Tank 500 Gallon
ETS Equipment:0907-I	Fuel Tank 500 Gallon on trailer
ETS Equipment:0908-I	Fuel Tank 500 Gallon on trailer
ETS Equipment:0909-I	Fuel Tank 500 Gallon
ETS Equipment:0910-I	Fuel Tank 300 Gallon
ETS Equipment:0911-I	Fuel Tank 500 Gallon on trailer
ETS Equipment:0912-I	Fuel Tank 500 Gallon on trailer
ETS Equipment:0913-I	Fuel Tank 500 Gallon on trailer
ETS Equipment:0950-I	Military 6x6 3500 Gallon Fuel Truck
ETS Equipment:0951-I	Military 6x6 3500 Gallon Water Truck
ETS Equipment:0953-I	Military 6x6 Flatbed Truck
ETS Equipment:1509-I	Kenworth T800 Tandem Tractor (2000)
ETS Equipment:1510-I	Kenworth T800 Tandem Tractor (2006)
ETS Equipment:1704-I	Hudson Tandem Trailer Dual Axle
ETS Equipment:1707-I	Sure Pull Flatbed Trailer
ETS Equipment:1708-I	Lark United 14 ft. Enclosed Trailer
ETS Equipment:1709-I	Valley 16 ft. Landscape Trailer
ETS Equipment:1710-I	Carry-On 10 ft. Landscape Trailer
ETS Equipment:1711-I	Big Tex 18 ft. Dump Trailer
ETS Equipment:1712-I	Homemade 20 ft. Flatbed Trailer
ETS Equipment:1713-I	Witzco Challenger Triaxle Lowboy
ETS Equipment:1714-I	1988 Well 25' Cargo Trailer
ETS Equipment:1715-I	12ft Landscape Trailer (shop built 2017)
ETS Equipment:1716-I	300 Gallon Water Tank Trailer - Homemade
ETS Equipment:1717-I	Big Tex 21ft Landscape Trailer
ETS Equipment:1718-I	Homemade Fuel Trailer
ETS Equipment:1720-I	Globe Triaxle Lowboy (2016)
ETS Equipment:1721-I	2021 500gal Green Fuel Tank on Trailer (Shop Built)
ETS Equipment:1722-I	500gal Fuel Tank Trailer (2022 Shop Built)
ETS Equipment:1723-I	2004 Flat Top Trailer Blazer Utility Trailer
ETS Equipment:1724-I	2024 Homemade Enclosed Trailer
ETS Equipment:1725-I	Fuel Trailer
ETS Equipment:1726-I	2022 Big Tex Flatbed Trailer..VIN# 16V1C2520N31111935
ETS Equipment:1727-I	2021 Load Trail Dump Trailer..

Enviro-Tech Systems, Inc.
Owned/Leased Equipment

Item	Description
ETS Equipment:2431-I	2004 Ford XL F250 SD Pickup (white)
ETS Equipment:2435-I	2005 Chevrolet 2500 Truck (silver)
ETS Equipment:2436-I	2014 Ford F-150 SuperCrew Cab Truck (black)
ETS Equipment:2437-I	2016 Ford F-350 Super Duty Flatbed Truck (white)
ETS Equipment:2438-I	2016 Land Rover Discovery Sport
ETS Equipment:2439-I	2000 GMC Sierra 1500 Extended Cab..
ETS Equipment:2440-I	2008 Ford F150 (Black)
ETS Equipment:2441-I	2006 Ford F-350 Flatbed Truck....VIN: 1FDWF37P56EC50063
ETS Equipment:3102-I	Cat 416C Loader/Backhoe
F501	Komatsu PC360LC-10 Excavator
F502	Komatsu PC360LC-10 Excavator
F503	Komatsu PC210 Excavator
F504	Komatsu PC88 Mini-Excavator
F505	Komatsu PC360LCi-10 Excavator w/GPS
F506	Komatsu PC210LC-11 Excavator Longstick
F507	Cat 304e Mini-Excavator
ETS Equipment:4017-I	Cat 928GZ Loader
F304	Komatsu 270 Loader & Rake
F305	Komatsu 270 Loader & Rake
F302	John Deere 6120M Tractor
F306	John Deere 6130M Tractor
F309	John Deere 6120M Tractor
ETS Equipment:4121-I	John Deere 650J Dozer
F601	Komatsu D61PX Dozer
F602	Komatsu D51PXi Dozer w/ GPS
F603	Komatsu D61PXi Dozer w/ GPS
F604	Komatsu D51PXi Dozer w/ GPS
ETS Equipment:4218-I	Cat D250EII Articulated Truck
F801	Komatsu HM300-5 Haul Truck
F802	Komatsu HM300-5 Haul Truck
F803	Komatsu HM300-5 Haul Truck
ETS Equipment:4309-I	John Deere 770C Grader
F308	Cat 12M2Y4 Grader
F307	Kubota SVL97 Skid Steer
F310	Cat 289D3 Skid Steer
ETS Equipment:4402-I	Cat CS563 Vibratory Roller
Rental	Cat Roller
F701	Tru-Flow Pelican Rail Pump
F702	Highline Bale Procvessor
ETS Equipment:5102-I	Dixie Chopper Mower
F703	Bush Hog
F705	Bush Hog
ETS Equipment:5104-I	Culvert/Pipe Trailer
ETS Equipment:5106-I	Heavy Duty 12ft Dual Gang Disc (Red)
F406	Harrow Disc
F410	Kuhn EL 122-300 Tiller

Enviro-Tech Systems, Inc.
Owned/Leased Equipment

Item	Description
ETS Equipment:5107-I	Harrell 12 Blade (Box Blade)
ETS Equipment:5108-I	2022 Harrell 5512 (Box Blade)
ETS Equipment:5109-I	2023 Diamond 72" HF Mower
ETS Equipment:5110-I	Komatsu PC300LS Skeleton Bucket
ETS Equipment:5111-I	2024 The Lely Corp HR001 Lely Spreader..Stock #: C255832 SN:232011J1
ETS Equipment:6101-I	2023 Wacker Vib Plate WP1550AW
F704	Weber SRV620 Rammer
ETS Equipment:6102-I	2023 Spectra Precision DG613 Pipe Laser with RC803 Remote Control, Tri
ETS Equipment:6103-I	Predator 212cc Gas Powered 3" Intake/Discharge Water Pump
ETS Equipment:6104-I	Ridgid 300-T2 Pipe Threading Machine....SN: ED39678G97
F301	Kawasaki Mule
F302	Kawasaki SbS Mule
ETS Equipment:7100-I	20FT Steel Storage Container
ETS Equipment:7101-I	20FT Steel Storage Container
ETS Equipment:7102-I	40FT Steel Storage Container

ENVIRO-TECH SYSTEMS, INC.

BRIAN L. ROY, P.E.

PRESIDENT

ABOUT BRIAN

Brian has over 32 years of experience specializing in the design and construction of large, multi-discipline projects. His proficiencies include water resources management, stormwater management, computer modeling, surface water and groundwater remediation, wastewater effluent disposal and reuse, water supply planning, and natural resources preservation and conservation.

Brian is currently President and Operating Manager of Royal Consulting Services, Inc., an engineering consulting firm dedicated to Agricultural, Water Resources, and Environmental Engineering in the State of Florida.

Through his close work with a diverse set of clients, Brian recognized a need for a streamlined process of Engineers and Contractors working closely together, allowing for a unique insight into the way projects were conceptualized and designed in an engineering atmosphere and then constructed in actual field conditions with precision planning.

EDUCATION

University of Florida

M.E. Agricultural Engineering

Pennsylvania State University

B.S. Agricultural Engineering

LICENSES

Certified General Contractor

Certified Underground Utilities & Excavation Contractor

Professional Engineer

PROJECT EXPERIENCE

Orange County

Lake Down Sub-Basin 15 Treatment Project

Brian was the project manager for a water quality improvement construction project. This project involved the construction of an alum injection system that actively treats water before being discharged into Lake Down. He directed and coordinated all construction activities. Construction components included excavation of a 30-ft deep settling pond, 10-ft tall concrete modified flume, 50-ft long aluminum sheet pile weir with concrete cap, 20-ft deep wet well with submersible pump and variable frequency drive, 225 feet of reinforced concrete pipe, alum storage tank, emergency fire system, access roadway, potable water well, and various control systems. This project was completed within restrictive permitting conditions and with heightened environmental compliance. Brian coordinated with subcontractors, the client, and with state and local permitting agencies.

University of Central Florida

Installation of Experimental Beds for Filtration Media

Brian provided construction oversight of this demonstration project for a bio-sorption activated media filtration treatment system to reduce nutrients and algae mass in the C-23 Canal. The project entailed constructing four lined ponds with different filtration media and the installation of pumps in the C-23 Canal, piping network to the ponds, stilling wells, weather station, and cellular linked programmable logic controller with data logger. Brian worked with the SFWMD to obtain a ROW permit and with FP&L to install a transformer to supply power. He coordinated with all subcontractors and suppliers and scheduled the construction activities on site. He then oversaw the entire construction process and commissioning of the system. Brian documented the activities and commissioning to be used by the University in presentations to funding agencies.

South Florida Water Management District

Picayune Strands Pump Station Cooling Water Basin Recharge Pumps

Brian oversaw this project that involved retrofitting the Merritt and Faka Union Pump stations with new recharge pumps to provide cooling water to the discharge basin when the canal water is too low. The project included piping, control panels, pump, and electrical systems. Some installations occurred underwater and were performed by certified divers under ETS' direction. During the project, Brian had to redesign the pump configurations to include air release valves omitted during the original design. He also suggested time delay and pump failure alarms be added to the control panel as well as a fail safe to automatically turn on the 2nd pump should the first pump fail.

ENVIRO-TECH SYSTEMS, INC.

BRYAN T. HOPPER

EARTHWORK DIVISION DIRECTOR

ABOUT BRYAN

Bryan's extensive technical knowledge of construction methods and practices combined with his managerial skills have allowed him to successfully oversee multiple construction projects for clients throughout the state of Florida. He currently leads the Earthwork Division of Enviro-Tech Systems, Inc. and is responsible for training construction managers and superintendents, performing preliminary site investigations and evaluations, developing accurate cost estimates, overseeing and enforcing site safety, and operating heavy equipment. Bryan typically manages anywhere from 10 to 20 projects at one time with a total magnitude of anywhere from $5 million to $15 million. Bryan specializes in projects involving site preparation, large amounts of earthwork, steel building construction, and water management systems.

TRAINING

OSHA Construction Training and Health

Fall Protection

Excavation Competent Person

Confined Space Entry

Certification for Confined Space and Trench Safety

First Aid, CPR, and AED

FDEP Stormwater Erosion and Sediment Control Inspector

PROJECT EXPERIENCE

Okeechobee County

US HWY 98 Ditch Culvert Replacement & Dry Retention Area

Bryan served as On-Site Construction Manager for the replacement of four county paved roadway ditch channel crossings and one secondary non-paved roadway ditch crossing. Once the MOT was in place, existing culverts, headwalls, and roadways were demolished. Guardrail, signs, and miscellaneous utilities were also removed. Following demolition, the dewatering systems for the channel excavation were installed. Reconstructing the roadways crossings began with importing stone for subgrade preparation for the concrete box and metal arch culvert sections. Hydraulic cranes and excavators were used to install the concrete and metal sections . Next, the large cast-in-place headwalls were built, poured, stripped, and finished. Following the installation of the substructure, the roadway approach was reconstructed and paved. Immediately after the paving was complete, the guardrail, signage, and ditch channel riprap revetment was installed and the paved travel lanes were restriped. The final restoration of each of the five channel crossing sites included re-grading the ditch channel bottom - both upstream and downstream of the roadway crossing - and finally, the re-sodding of the disturbed channel embankment. As part of the Disaster Recovery Community Development Block Grant Program, the goal of this project was to provide better drainage for areas upstream of the roadway crossings as well as better traffic safety and increased channel flow functionality. The project also included removing and replacing a CSX railroad spur line.

City of Gainesville

Beville Creek Restoration and Slope Stabilization at Cofrin Nature Park

Bryan was the Construction Manager for this project that involved removing selected unstable trees, two failing retaining walls, and existing CMP headwalls and CMP piping. He then constructed gabion baskets to reinforce the creek bank and provide slope protection. Portions of the creek were filled and regraded while riprap systems were installed to stabilize the creek bank further in the location of the pedestrian bridge. Finally, Bryan installed a pre-cast pedestrian bridge, shrubs, grasses, and aquatic plants. This project was completed while Confrin Nature Park was still open to the public.

Lee County

Nalle Grade Hydrological Restoration

Bryan was the Construction Manager for this project, the goal of which was to construct water quality improvements to an area contributing to Bayshore Creek and the environmental restoration of onsite wetlands and environmentally sensitive areas. ETS constructed two open water features, an impoundment area, berm, pump station, and associated drainage facilities. Incidental work included turbidity and erosion control, clearing and grubbing, land leveling, excavation, embankment, grading, and sodding. New culverts were installed under Nalle Grade Road, which involved significant MOT and a ROW Permit for a full road closure.

ENVIRO-TECH SYSTEMS, INC.

RICHARD D. SOMERA

CONSTRUCTION MANAGER

ABOUT RICK

Rick is a Veteran of the US Army, and brings with him over 25 years of development and construction management experience, specializing in the construction of large solar farms and municipal environmental incentive projects. He excels at ensuring success at each phase of every project by accurately predicting potential concerns and planning appropriately. Rick's responsibilities include appropriately assigning properly trained staff, managing CPM schedules and project budgets, managing subcontractors, scheduling vendors, organizing and attending meetings, operating heavy equipment, and managing prescribed burns. He has successfully managed a wide variety of projects for clients such as the FDOT, USACE, NAVFAC, and SFWMD.

EDUCATION

Broward College

A.A. Communications

LICENSES

Certified Underground Utilities & Excavation Contractor

Construction Quality Management for Contractors

OSHA 30

Advanced MOT Certified

Workplace Safety Training

PROJECT EXPERIENCE

City of Casselberry

Howell Creek and Carriage Hill Erosion Control Project

Rick acted as the Site Superintendent for this project that involved repairs for erosion issues caused by Hurricane Ian at two locations within the City of Casselberry. The first location, Howell Creek, involved the removal of failing gabion wall baskets and installation of new baskets. To reduce project costs, the old baskets were dismantled and the granite rock recovered and reused in the new gabion baskets. Temporary sheet piling was driven and portions of the creek dewatered to allow the gabion baskets to be placed in the dry. At the second location, Carriage Hill, failing portions of a 30" HDPE pipe were removed and replaced with new HDPE pipe, a FDOT Type "D" inlet, and FDOT 30" U-Type Endwall with energy dissipater and grates.

M.A. Mortenson Company

Harmony and Storey Bend Solar Energy Centers

Rick acted as the Site Superintendent for two projects that involved the construction of new solar energy centers near St. Cloud, Florida. Construction activities included clearing and grubbing, mowing, demolishing an existing fence, constructing all shellrock roads that were internal to the project, backfilling cow ponds, constructing a stormwater basin retention area, installing a temporary office, parking, and laydown yard, installing inverter pads and finish rock, constructing ponds for water sourcing, pipe crossings, road maintenance during construction, turbidity and erosion control, and site grading. Extensive coordination around an area with a caracara was required.

South Florida Water Management District

Lykes Brighton Valley Pump Station Construction

ETS completed the construction of a water impoundment and drainage pump station for an 8,000-acre SFWMD dispersed water management project in Highlands County. Rick served as Site Superintendent for this project, the purpose of which was to utilize a newly constructed pump station to deliver stormwater from the SFWMD's C-41A canal into an above ground impoundment to meet water quality treatment goals. To this end, a maximum flow rate of 242,000 GPM was required from the pump station. The pump station included six 42" diameter vertical axial flow, 200 HP electric pumps each capable of a flow rate of 42,000 GPM. The pumps are dynamically controlled by the water level in the C-41A. The design also included six steel pump and motor mounting frames that were assembled into a complete platform on the job site. A steel sheet pile wall measuring 135' long steel 30 feet deep was specified to support the pumps over the water and a concrete slab at the bottom of the pump sump prevented the pumps from undermining the wall. The pump station and impoundment was dedicated in a ceremony on September 17, 2020 which was attended by many important government officials, land owners, and District employees.

ENVIRO-TECH SYSTEMS, INC.

MICHELLE K. MEYERHOFF

SENIOR PROJECT MANAGER

ABOUT MICHELLE

Michelle has 18 years of project management experience from bidding and contracting through to certification and close out. She is responsible for developing scopes, schedules, and budgets; assessing actual progress and expenditures against established schedules and budgets; and bringing areas of potential concern to the attention of the Construction Manager. Additionally, she secures construction-stage project permits, develops site-specific safety plans for all projects, coordinates all subcontractors and vendors, handles all project submittals, attends all project progress meetings, manages differing conditions and change order matters, and serves as an essential link between professionals in the field, engineers in our offices, clients, and regulatory agents.

Michelle also works closely with Professional Engineers during the design process, which has given her unique insight into constructability factors in design vs. practical application.

EDUCATION

Crummer Graduate School

M.B.A. Business Management

Rollins College

B.S. Sociology & Communications

LICENSES

Confined Space & Trench Safety

Fall Protection

Personal Protective Equipment

PROJECT EXPERIENCE

South Florida Water Management District

C-43 Reservoir Site Clearing & QA/QC Building

For this 10,000 acre site, Michelle developed a cost-loaded construction schedule, site plan for temporary facilities, clearing plan, and material submittals. Other submittals prepared by Michelle included the Site-Specific Health, Safety, & Environment Plan, PreTask Hazard Mitigation Plan, Burn Plan, Erosion Control Plan, Environmental Protection Plan, Clearing Plan, and Stormwater Pollution Prevention Plan. Michelle filed the NOI for the NPDES Generic Construction Permit through the FDEP. Additionally, she maintained daily threatened and endangered species sighting logs. Further, Michelle participated in in negotiated one contract change order, attended bi-monthly progress meetings, prepared monthly invoices and updates to the cost-loaded construction schedule, and scheduled monthly aerial photography.

Polk County

Simmers Young Park Water Quality Improvements

Michelle bid this water quality improvement project for Polk County, the goal of which is to reduce nutrients leaving the existing pond by implementing the following water quality control measures: a pond outfall Bioabsorption Activated Media (BAM) upflow filter, a nanobubbler to improve dissolved oxygen within the pond, a rain garden, and a bioswale with native plantings and BAM. The project was immediately subject to a deductive change order due to limitations on grant funding received by the County. Michelle worked with the County and their Engineers to quickly reprice reduced work scopes so the project could proceed under strict grant timelines. Several unforeseen subsurface conditions were encountered during this project and additional work was required to fortify and stabilize some of the rain garden and bioswale systems being created. Michelle worked with the County to legitimize these scopes into allowances and contingencies under the same contract without triggering a change order.

Universal Studios

Kirkman Road Ditch Armoring

Michelle managed this project that involved clearing and grubbing, excavation of unsuitable material, fill and compaction, and armoring with concrete of a large conveyance ditch that moves stormwater off of Universal Studios property and under Kirkman Road via two large culverts. Due to the project being located on an onramp to I-4, the original FDOT Road Closure permit stipulated nighttime work hours of between 1 am and 5 am. Michelle successfully negotiated with representatives from the FDOT, the City of Orlando, I-4 Mobility Partners, and Jorgenson hours during the day in which one lane on the ramp could be closed. This had significant cost saving implications for the project.

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: Florida Fish & Wildlife Conservation Commission
   Contact Person: Taylor Kroll, P.E., Former Project Manager
   City, State: Holopaw, Florida (Project Location)
   Telephone Number: 352-339-6736
   Email Address: Taylor.Kroll@wsp.com
   Description of goods/services provided: Excavating berms, filling ditches, and land smoothing to restore historic hydrologic conditions. Included erosion and turbidity control and as-builts.
   Contract Amount: $355,430
   Start/End Date of Contract: 5/2024 - 7/2024
2. Company Name: Lykes Bros, Inc.
   Contact Person: Nick Swain
   City, State: Okeechobee, Florida (Project Location)
   Telephone Number: 863-532-9131
   Email Address: Nick.Swain@lykes.com
   Description of goods/services provided: Create 109-acre and 133-acre detention areas by constructing berms, excavating retention areas, relocating ditches and swales, installing ditch blocks, installing water control structures, and relocating and installing pump stations
   Contract Amount: $710,240
   Start/End Date of Contract: 10/2021 - 2/2022
3. Company Name: University of Central Florida
   Contact Person: Dr. Del Bottcher, P.E., Design Engineer
   City, State: Stuart, Florida (Project Location)
   Telephone Number: 352-281-2876
   Email Address: dbottcher@swet.com
   Description of goods/services provided: Constructing four bermed, lined ponds with different filtration media, installing pumps in the C-23 Canal, piping network to the ponds, stilling wells, weather station, and cellular linked programmable logic controller with data logger. (Monitored for 1 year and then decommissioned entire system/restored site).
   Contract Amount: $530,034
   Start/End Date of Contract: 12/2021 - 2/2023

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: None

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

This document must be completed and returned with your submittal

FORM 7.10 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, Brian L. Roy, P.E., President, on behalf
(Print Name and Title)

of Enviro-Tech Systems, Inc. ("Company"), certify that Enviro-Tech Systems, 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.

Enviro-Tech Systems, Inc.
COMPANY NAME

Brian L. Roy
SIGNATURE

Brian L. Roy, P.E.
PRINT NAME

President
TITLE

STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑ Is personally known to me; or ☐ has produced _____ as identification.

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

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document to be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# *(as applicable)*: ITB #25-19

Business Name: Enviro-Tech Systems, Inc. Contact Person/Title: Brian L. Roy, P.E., President

Mailing Address: 102 Frances Circle City,State,Zip: Altamonte Springs, FL 32701

Phone Number: 800-489-8316 Email address: RoyBL@enviro-tech.cc

Physical Presence of Business: ☑Headquarters ☐Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☐Volusia County ☑State of Florida

FEIN (Federal Employer Identification Number): 20-1442519

Business Structure: ☑Corporation ☐LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

Exemptions from Local Preference
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

As an authorized representative of the Firm, I certify that this Firm complies fully with the above requirements.

Enviro-Tech Systems, Inc.
Name of Business

Brian L. Roy
Authorized Signature

Brian L. Roy, P.E., 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 24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

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

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document must be completed and returned with your Submittal

FORM 7.12 – E-VERIFY AFFIDAVIT

CITY OF PORT ORANGE

CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Police Department Shooting Range Berm Restoration

Solicitation Number: ITB #25-19

I, the undersigned hereby certify that Enviro-Tech Systems, 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 Enviro-Tech Systems, 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.

Brian L. Roy, P.E., President
Print or Type Name, Title

Brian L Roy
Signature of Affiant

20-14425119
Federal Employer ID Number (FEIN)

416532
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 24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

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

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

This document to be completed and returned with your Submittal

E-Verify

Company ID Number: 416532

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **Enviro-Tech Systems, Inc.** (E-Verify Employer Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **Enviro-Tech Systems, Inc.** (E-Verify Employer Agent) on behalf of the E-Verify Employer Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers

provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent) at the E-Verify website and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) 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.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:

- 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 1-888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer shall initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer

(through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the E-Verify Employer Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer shall not 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer shall 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, or

recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as 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 unfair immigration-related 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).

11. The Employer shall 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.

12. The Employer will use the information it receives from SSA or DHS (through its E-Verify Employer Agent) pursuant to E-Verify and this MOU 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.

13. The information that the Employer receives through the E-Verify Employer Agent 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)), and that 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.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. If the Employer 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 existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: 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 with the FAR E-Verify clause in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the E-Verify system and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: 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 initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate 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. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS

and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: A Federal contractor with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. If the Employer is a Federal contractor with the FAR E-Verify clause, 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.

E. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures

3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

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A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor with the FAR E-Verify clause.

B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review

indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or

• Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials. An E-Verify Employer Agent for an Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, that Employer will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 E-Verify

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Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The E-Verify Employer Agent understands that if the Employer is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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 E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

E. 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 E-Verify Employer Agent or 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 E-Verify Employer Agent or the Employer.

F. 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

E-Verify

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The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.
Approved by:

Employer Enviro-Tech Systems, Inc. **Brian Roy**
Department of Homeland Security – Verification Division

Information Required for the E-Verify Program **Information relating to your Company:**	

Company ID Number: 416532

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)

E-Verify

Company ID Number: 416532

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Brian L Roy**		
Telephone Number:	**(407) 831 - 3095 ext. 103**	Fax Number:	**(407) 831 - 5095**
E-mail Address:	**greense@royalconsulting.com**		

FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal 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.

Enviro-Tech Systems, Inc.	ITB #25-19
Organization Name	Bid Number or Project Name
Brian L. Roy, P.E., President	Brian L Roy 10/24/2025
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President (Title) of Enviro-Tech Systems, Inc. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: October 24, 20 25 Signed: Brian L Roy

Entity: Enviro-Tech Systems, Inc. Name: Brain L. Roy, P.E.

Title: President

STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of October, 2025, by Brian L. Roy, P.E. and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Chantri Daise

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission and Expiration Date:

(Seal)

Notary Public State of Florida
Chantri Daise
My Commission HH 438101
Expires 8/27/2027

My commission expires: 8/27/2027

This document must be completed and returned with your Submittal

FORM 7.15 – NO BID RESPONSE

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

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

Solicitation: ITB #25-19 Police Department Shooting Range Berm Restoration

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, Enviro-Tech Systems, 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.

Brian L Roy

Signature of Contractor's Authorized Official

Brian L. Roy, P.E., President

Name & Title of Contractor's Authorized Official

Date: 10/24/2025

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #25-19
POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

Name of Business:	Enviro-Tech Systems, Inc.
Contact Person:	Brian L. Roy, P.E.
Email Address:	RoyBL@enviro-tech.cc
Authorized Signature:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1		$ 40,000.00
2	Survey / As-builts	LS	1		$ 7,000.00
3	Excavation/Romoval Existing Material	LS	1		$ 15,000.00
4	Import/Place/Grade Fill	CY	4,000	$ 26.25	$ 105,000.00
5	Non-woven Geotextile Separation Layer	SF	29,000	$ 0.31	$ 8,990.00
6	Geoweb System (Including Atra Speed Stakes & TP-255 Tendons)	SF	33,500	$ 2.35	$ 78,725.00
7	8" PVC Deadman Pipe	LF	825	$ 34.00	$ 28,050.00
8	Top Soil (6")	CY	625	$ 40.68	$ 25,425.00
9	Sod (Rolled Bermuda)	SF	31,000	$ 0.75	$ 23,250.00
10	Liner Membrane	SF	29,000	$ 0.32	$ 9,280.00
				TOTAL PRICE	$ 340,720.00

LEGEND:
LS - LUMP SUM
CY - CUBIC YARD
SF - SQUARE FEET
LF - LINEAR FEET

GUIGNARD
AN UNCOMMON BOND

11/04/2025

Enviro-Tech Systems, Inc.
2308 S. Parrott Avenue
Okeechobee, FL 34974

Re: Bonding Reference Letter

To Whom It May Concern,

Please be advised that M. Gary Francis of Guignard Company is the agent of record for Performance and Payment Bonds for **Enviro-Tech Systems, Inc.** They are bonded by **Harco National Insurance Company** which is AM Best Rated A-, XI and on the United States Department of the Treasury List at $93,705,000.00

Although maximum limits for bonding have not been established, we would consider jobs in the $5,000,000.00 single range and $15,000,000.00 aggregate to be within the "normal" standard operating area for **Enviro-Tech Systems, Inc.** ***Again, these limits are not to be construed as maximums.***

We would happy to provide a bond for the above mentioned project but, please be reminded that the surety reserves the right to review the file, bond forms, and contract terms and conditions for acceptance prior to the authorization or execution of any performance and payment bonds.

If we can be of service or should you have any questions, feel free to contact us at (407) 834-0022 or via email at gary@guignardcompany.com

Sincerely,

GUIGNARD COMPANY

M. Gary Francis
Contract Bond Specialist

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

ROY, BRIAN LOREN

ENVIRO-TECH SYSTEMS INC
102 FRANCES CIRCLE
ALTAMONTE SPRINGS FL 32701

LICENSE NUMBER: CGC060596

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/06/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROY, BRIAN L

ENVIRO-TECH SYSTEMS, INC.
102 FRANCES CIRCLE
ALTAMONTE SPRINGS FL 32701

LICENSE NUMBER: CUC1225193

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/06/2024

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.

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation
ENVIRO-TECH SYSTEMS, INC.

Filing Information

Document Number	P04000103690
FEI/EIN Number	20-1442519
Date Filed	07/13/2004
State	FL
Status	ACTIVE

Principal Address

2308 SOUTH PARROTT AVENUE
OKEECHOBEE, FL 34974

Changed: 01/15/2010

Mailing Address

102 FRANCES CIRCLE
ALTAMONTE SPRINGS, FL 32701

Registered Agent Name & Address

ROY, BRIAN L.
2308 SOUTH PARROTT AVENUE
OKEECHOBEE, FL 34974

Name Changed: 01/30/2022

Address Changed: 01/30/2022

Officer/Director Detail

Name & Address

Title PRES

ROY, BRIAN L.
102 FRANCES CIRCLE
ALTAMONTE SPRINGS, FL 32701

Annual Reports

Report Year	Filed Date
2022	01/30/2022

2023	03/15/2023
2024	01/25/2024

Document Images

01/25/2024 – ANNUAL REPORT	View image in PDF format
03/15/2023 – ANNUAL REPORT	View image in PDF format
01/30/2022 – ANNUAL REPORT	View image in PDF format
01/28/2021 – ANNUAL REPORT	View image in PDF format
01/21/2020 – ANNUAL REPORT	View image in PDF format
01/28/2019 – ANNUAL REPORT	View image in PDF format
01/15/2018 – ANNUAL REPORT	View image in PDF format
02/10/2017 – ANNUAL REPORT	View image in PDF format
02/26/2016 – ANNUAL REPORT	View image in PDF format
01/23/2015 – ANNUAL REPORT	View image in PDF format
02/26/2014 – ANNUAL REPORT	View image in PDF format
03/20/2013 – ANNUAL REPORT	View image in PDF format
02/09/2012 – ANNUAL REPORT	View image in PDF format
02/21/2011 – ANNUAL REPORT	View image in PDF format
01/15/2010 – ANNUAL REPORT	View image in PDF format
03/10/2009 – ANNUAL REPORT	View image in PDF format
03/12/2008 – ANNUAL REPORT	View image in PDF format
03/23/2007 – ANNUAL REPORT	View image in PDF format
02/24/2006 – ANNUAL REPORT	View image in PDF format
03/30/2005 – ANNUAL REPORT	View image in PDF format
07/13/2004 – Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH SEPTEMBER 30, 2026

ENVIRO-TECH SYSTEMS INC
102 FRANCES CIR
ALTAMONTE SPRINGS, FL 32701

Account #: 133205

Class and Required Document Number: UNREGULATED

State Registration Number:

Physical Business Location: Unincorporated Seminole County

BRIAN L ROY / OWNER

Receipt #: AND-TAX-25-00228638 Amount Paid: $ 25.00 Date Paid: 09/17/2025

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax Receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

ENVIRO-TECH SYSTEMS INC
102 FRANCES CIR
ALTAMONTE SPRINGS, FL 32701

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Enviro-Tech Systems, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2308 South Parrott Avenue, Okeechobee, FL 34974 , Tel.: (407) 813-3095, (hereinafter called "PRINCIPAL"), and Harco National Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 4200 Six Forks Road, Ste 1400, Raleigh, NC 27609, Tel: (919) 833-1600 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of **FIVE PERCENT OF AMOUNT BID** dollars and (00)/100 ($ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated November 14, 2025, for:

Project Name/Bid No.: ITB #25-19 Police Department Shooting Range Berm Restoration

Project Address: 4031 Pioneer Trail, New Smyrna Beach, FL 32168

Legal Description: N/A

Description of Work: Restore berm at shooting range by importing fill and expanding current berm foot print. Install geomatting and sod disturbed areas

NOW, THEREFORE,

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 14th day of November, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

PRINCIPAL: Enviro-Tech Systems, Inc.

Brian L Roy
Signature

BRIAN L. ROY, PRESIDENT
Corporate Officer & Title

ATTEST:

Brian L Roy
Signature

BRIAN L. ROY, SECRETARY
Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

Chanta Paige

Kimberly McClure

SURETY: Harco National Insurance Company

Christine Morton
Attorney-in-Fact (signature)

Christine Morton, Attorney-in-Fact & FL Licensed Resident Agent
Name & Title

Christine Morton
Name of Local Resident Agent

Longwood, FL 32750
City, State, Zip

(407) 834-0022
Telephone:

A.M. Best No.: 000960 NAIC No.: 26433

ATTEST:

N/A
Signature

N/A
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Seminole

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

Christine Morton
Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of November, 2025, by Christine Morton and who:

☒ Is personally known to me; or ☐ has produced N/A as identification.

Jennifer Hindley
Notary Public, State of Florida

Notary Public State of Florida
Jennifer L. Hindley
My Commission
HH 219383
Exp. 2/10/2026

Printed, typed or stamped name, commission and expiration:

Jennifer L. Hindley - 02/10/2026 - HH 219383

END OF BID BOND

This document must be completed and returned with your Submittal

POWER OF ATTORNEY

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ALLYSON FOSS WING, KELLY PHELAN, WESLEY M. ADCOCK, JENNIFER L. HINDLEY, DAVID R. TURCIOS, MARGIE MORRIS, BRYCE R. GUIGNARD, APRIL L. LIVELY, M. GARY FRANCIS, CHRISTINE MORTON

Longwood, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 11/14/2025

A00078

Irene Martins, Assistant Secretary

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☑ **I hereby certify that I do not utilize an employee leasing company or employ leased employees. I further agree to notify the City in the event these circumstances change.**

OR

☐ **I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: Enviro-Tech Systems, Inc.

Signature of Owner/Officer: Brian L Roy

Title: President Date: 12/10/2025

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of Florida

County of Okeechobee

I, Brian L. Roy, 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 sail Laws with the Associated Industries Insurance Company, under the terms of Policy Number AWC1215571 for a period from June 1, 2025 to June 1, 2026.

WITNESS:

By: Michelle Meyerhoff

Name: Michelle Meyerhoff

CONTRACTOR:

Company: Enviro-Tech Systems, Inc.

By: Brian L Roy

Name/Title: Brian L. Roy | President

Sworn to/Affirmed and subscribed before me this 10th day of December, 2025 by Brian L. Roy, (who is personally known to me) or who produced _____ as identification.

NOTARY PUBLIC – STATE OF Florida

Type or Print Name: Heather Collier

Commission No.: HH405124

Commission Expires: 5/31/2027

(Seal)

HEATHER ELIZABETH COLLIER NOTARY PUBLIC MY COMMISSION EXPIRES 5-31-2027 STATE OF FLORIDA COMMISSION NUMBER HH 405124

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.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Brian L. Roy. I am over the age of Twenty-one years old. I am the President (Title) of Enviro-Tech Systems, Inc (Business Name) a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: December 10, 2025

Signed: Brian L Roy
Print Name: Brian L. Roy
Title: President

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [_] online notarization on the 10th day of December, 2025 by Brian L. Roy as President on behalf of Enviro-Tech Systems, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida
Printed name, commission and expiration of commission term

HEATHER ELIZABETH COLLIER
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-31-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 405124

BID TABULATION
ITB #25-19
POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

				ENVIRO-TECH SYSTEMS, INC		JBI CONTRACTORS LLC		PAUL CULVER CONSTRUCTION, INC		GRSC, INC		CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC		NON RESPONSIVE AG PIFER CONSTRUCTION, INC		NON RESPONSIVE ADAM BOYD BOBCAT SERVICE, INC	
ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1		$ 40,000.00		$ 15,000.00		$ 11,825.00		$ 60,000.00		$ 63,240.00		$		
2	Survey / As-builts	LS	1		$ 7,000.00		$ 12,800.00		$ 15,135.00		$ 30,000.00		$ 38,250.00		$		
3	Excavation/Romoval Existing Material	LS	1		$ 15,000.00		$ 7,800.00		$ 9,225.00		$ 22,500.00		$ 70,420.00		$		
4	Import/Place/Grade Fill	CY	4,000	$ 26.25	$ 105,000.00	$ 26.00	$ 104,000.00	$ 30.75	$ 123,000.00	$ 71.50	$ 286,000.00	$ 53.20	$ 212,800.00	$	$		
5	Non-woven Geotextile Separation Layer	SF	29,000	$ 0.31	$ 8,990.00	$ 1.15	$ 33,350.00	$ 1.35	$ 39,150.00	$ 0.87	$ 25,230.00	$ 1.20	$ 34,800.00	$	$		
6	Geoweb System (Including Atra Speed Stakes & TP-255 Tendons)	SF	33,500	$ 2.35	$ 78,725.00	$ 3.05	$ 102,175.00	$ 3.60	$ 120,600.00	$ 3.05	$ 102,175.00	$ 3.70	$ 123,950.00	$	$		
7	8" PVC Deadman Pipe	LF	825	$ 34.00	$ 28,050.00	$ 44.50	$ 36,712.50	$ 52.60	$ 43,395.00	$ 32.00	$ 26,400.00	$ 34.50	$ 28,462.50	$	$		
8	Top Soil (6")	CY	625	$ 40.68	$ 25,425.00	$ 26.00	$ 16,250.00	$ 30.75	$ 19,218.75	$ 105.00	$ 65,625.00	$ 101.30	$ 63,312.50	$	$		
9	Sod (Rolled Bermuda)	SF	31,000	$ 0.75	$ 23,250.00	$ 1.90	$ 58,900.00	$ 2.25	$ 69,750.00	$ 1.20	$ 37,200.00	$ 1.25	$ 38,750.00	$	$		
10	Liner Membrane	SF	29,000	$ 0.32	$ 9,280.00	$ 1.46	$ 42,340.00	$ 1.70	$ 49,300.00	$ 0.60	$ 17,400.00	$ 2.12	$ 61,480.00	$	$		
				TOTAL PRICE	$ 340,720.00	TOTAL PRICE	$ 429,327.50	TOTAL PRICE	$ 500,598.75	TOTAL PRICE	$ 672,530.00	TOTAL PRICE	$ 735,465.00	TOTAL PRICE	$ -	TOTAL PRICE	$ -

LEGEND:
LS - LUMP SUM
CY - CUBIC YARD
SF - SQUARE FEET
LF - LINEAR FEET

BUYER

WITNESS

NOTICE OF INTENT TO AWARD

ITB #25-19 POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

December 8, 2025

On November 14, 2025, the City of Port Orange received seven (7) bid submittals for **ITB #25-19 Police Department Shooting Range Berm Restoration.**

After reviewing the bids received, City Staff has made a recommendation to award a contract to the following firm:

Enviro-Tech Systems, Inc.

Respectfully Submitted,

Rita Cooper
Buyer

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72-hour posting requirement will elapse on December 11, 2025, at 3:00PM EST.

ENVISYS-01 STHOMPSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2025

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Underwriters at Lloyds — 15792
INSURED Enviro-Tech Systems, Inc. 2308 S. Parrott Ave. Okeechobee, FL 34974	INSURER B : Midvale Indemnity Company — 27138
	INSURER C : Associated Industries Ins. Co. — 23140
	INSURER D : Progressive Express Insurance — 10193
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CPL/PL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CSIEL01010-01	12/9/2025	12/9/2026	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	CA00021685	1/4/2025	1/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CSIXEL00404-00	12/9/2025	12/9/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	AWC1215571	6/1/2025	6/1/2026	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	Heavy Auto			03909579	9/6/2025	9/6/2026	Liability	1,000,000

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

RE: ITB 25-19, Police Department Shooting Range Berm Restoration

City of Port Orange where required by written contract is an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability). Coverages are primary & non-contributory. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

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

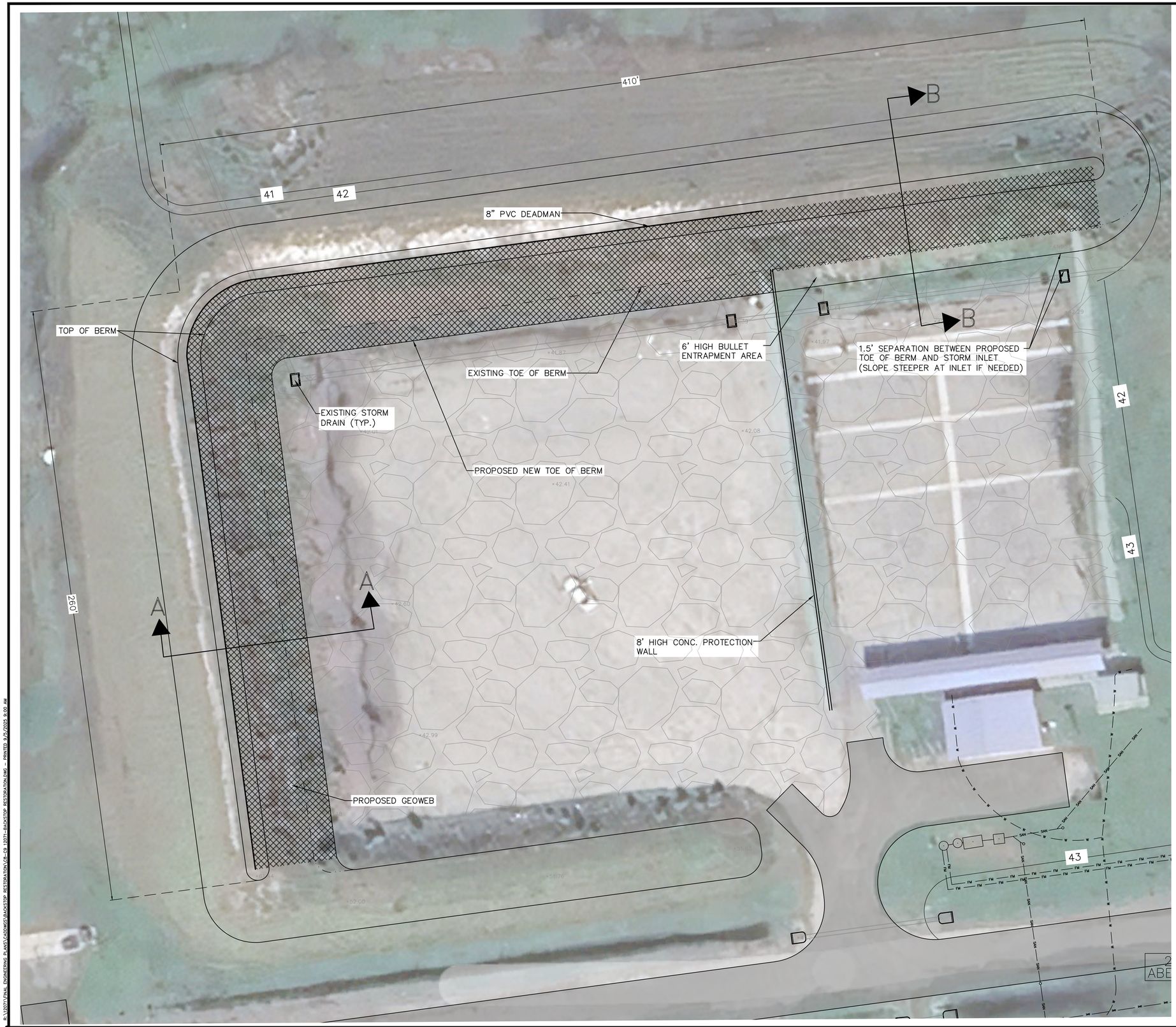
CANCELLATION

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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0 10 20 30 40

SCALE : 1" = 20'

LEGEND:

- EXISITING ASPHALT
- PROPOSED GEOWEB
- ×42.60 EXISTING GRADE
- 41 EXISTING CONTOUR

NOTES:
1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
2. ALL ELEVATIONS BASED ON NAVD 88 DATUM.
3. REFERENCE COMPLETE MANUFACTURER RECOMMENDATIONS AND REQUIREMENTS BY PRESTO GEOSYSTEMS JUNE 2, 2025

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6583)

NO	DATE	SUBMITTALS / REVISIONS	BY

PORT ORANGE SHOOTING RANGE BERM RESTORATION FINAL ENGINEERING PLANS

CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 12071
DESIGNED BY: RJB
DRAFTED BY: BNF
CHECKED BY: RJB
DRAWING FILE: C8-C9 12071-BACKSTOP RESTORATI
XREF'S: ####
XREF'S: #########

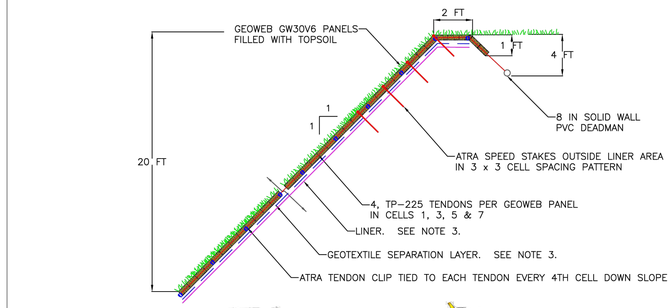
ROBERT BALL, P.E. 60001
NOT VALID WITHOUT SEAL

SCALE: 1"=20'

SHEET: C1 OF 2

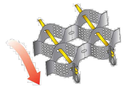
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Notes:
1. This evaluation is copyrighted and is based on the use of GEOWEB® manufactured by Reynolds Presto Products, Inc. All rights reserved. Any use of this evaluation for any geocell product other than that manufactured by Reynolds Presto Products, Inc is strictly prohibited and makes this evaluation invalid.
2. The evaluation assumes that the slope is globally stable.
3. If required, provide a non-woven geotextile layer over the liner and install per Manufacturer recommendations including overlaps.
4. The GEOWEB panels shall be connected with ATRA® keys at each interleaf and end to end connection.
5. GEOWEB infill shall be nutrient-rich, pulverized topsoil. Limit the drop of infill to prevent panel distortion.
6. Provide surface protection (hydroseed, ECB or TRM) sized for hydraulic and shear stress conditions to prevent cell wash-out prior to the establishment of vegetation.
7. Refer to the GEOWEB Slope Protection Installation Guide for installation procedures.




ATRA KEY


ATRA TENDON CLIP


INSTALLATION

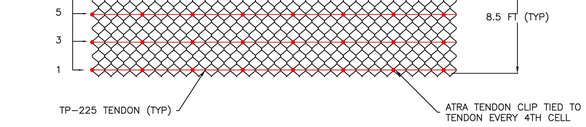
PRESTO GEOSYSTEMS — STRENGTH...FROM THE GROUND UP
REYNOLDS PRESTO PRODUCTS, INC
870 NORTH PERSHING STREET
ROCK HILL, SC 29730
WWW.PRESTOGEO.COM

PR25338 PORT ORANGE TACTICAL GEOWEB SLOPE PROTECTION

GEOSYSTEMS®, GEOWEB®, AND ATRA® ARE REGISTERED TRADEMARKS OF REYNOLDS PRESTO PRODUCTS, INC.

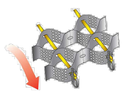
DATE JUNE 3, 2025	FILE NAME SHEET 1
SCALE NTS	SHEET 1 OF 2

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ATRA KEY


ATRA TENDON CLIP

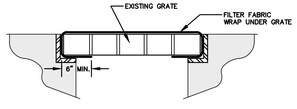

INSTALLATION

PRESTO GEOSYSTEMS — STRENGTH...FROM THE GROUND UP
REYNOLDS PRESTO PRODUCTS, INC
870 NORTH PERSHING STREET
ROCK HILL, SC 29730
WWW.PRESTOGEO.COM

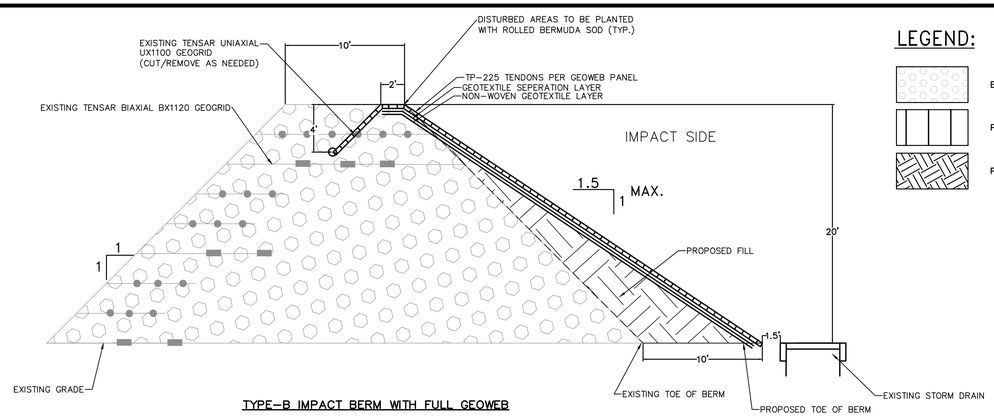
PR25338 PORT ORANGE TACTICAL GEOWEB SLOPE PROTECTION

GEOSYSTEMS®, GEOWEB®, AND ATRA® ARE REGISTERED TRADEMARKS OF REYNOLDS PRESTO PRODUCTS, INC.

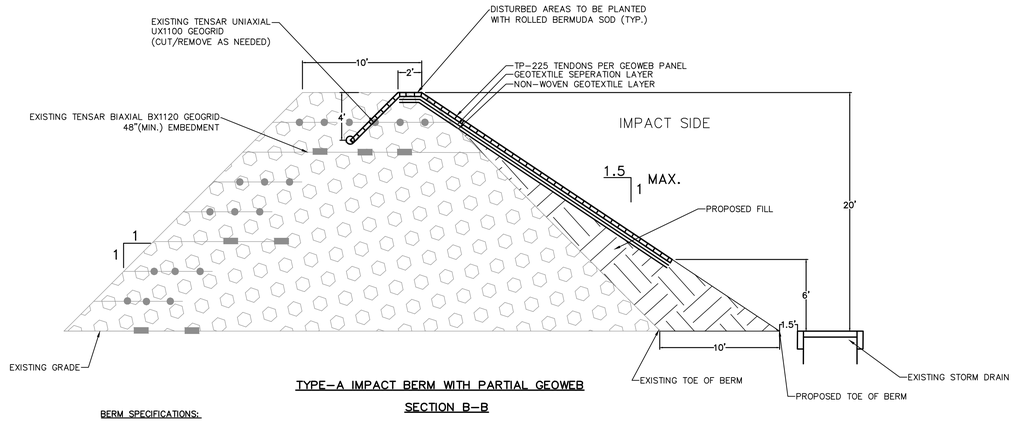
DATE JUNE 3, 2025	FILE NAME SHEET 2
SCALE NTS	SHEET 2 OF 2



CATCH BASIN SEDIMENT PROTECTION DETAIL
N.T.S.



TYPE-B IMPACT BERM WITH FULL GEOWEB
SECTION A-A



TYPE-A IMPACT BERM WITH PARTIAL GEOWEB
SECTION B-B

BERM SPECIFICATIONS:

1. FILL FOR BERMS TO BE PLACED IN 1' LIFTS & COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557. REFERENCE GEOTCH FOR COMPLETE REQUIREMENTS.
2. NO ROCKS, ORGANICS, OR OTHER HARD MATERIALS ARE PERMITTED WITHIN 6' OF THE IMPACT SIDE OF THE BERM. THE REMAINING PORTION OF THE BERM AREAS WILL NOT CONTAIN MORE THAN 5% ORGANICS WITHIN THE FILL MATERIAL.
3. ROLLED BERMUDA SOD (OR APPROVED LOW MAINTENANCE EQUAL GROUND COVER) TO BE PLANTED ON TOP & SIDES OF BERM. ROLLED BERMUDA SOD TO PROVIDE A STABILIZED & EVEN COVER FOR EROSION PROTECTION..
4. CONTRACTOR TO INSTALL GEOWEB PANELS SLOPE RETENTION SYSTEM PER MANUFACTURES SPECIFICATIONS.

BERM SECTIONS & SPECIFICATIONS
N.T.S.

APPROVAL OF THIS SITE PLAN IS SUBJECT TO ADMINISTRATIVE VARIANCE APPROVAL FROM CITY STANDARD DETAIL OF ST-5, FOR THE 1V:1H SLOPING OF THE IMPACT BERMS. PURSUANT ON CHAPTER 6, SECTION 6 OF THE LAND DEVELOPMENT CODE. BASED ON THE IMPACT BERMS WILL NOT BE MOWED.

LEGEND:
- EXISITING BERM
- PROPOSED GEOWEB
- PROPOSED FILL

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OSPREY BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-42)
(EB-6565)

NO	DATE	SUBMITTALS / REVISIONS	BY

PORT ORANGE SHOOTING RANGE BERM RESTORATION FINAL ENGINEERING PLANS

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 12071
DESIGNED BY: BB
DRAFTED BY: BNF
CHECKED BY: BB
DRAWING FILE: C8-C9 12071-BACKSTOP RESTORATI
XREFS: 12071_SURV.DWG
XREFS: ##########

ROBERT BALL, P.E. 60001
NOT VALID WITHOUT SEAL

SHEET: C2 OF 2

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August 11, 2025

Zev Cohen & Associates, Inc.
300 Interchange Boulevard, Suite C
Ormond Beach, Florida 32174

Attention: Mr. Bobby Ball, P.E.
bball@zevcohen.com

Reference: **Geotechnical Evaluation**
Shooting Range – 4031 Pioneer Trail
Port Orange, Volusia County, Florida
UES Project No. 0430.2400238.0000
UES Report No. 2108475

Dear Mr. Ball:

UES has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for slope stabilization where sloughing was observed along portions of the existing shooting berm.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC
Certificate of Authorization No. 549

Michael Mohney, M.S.
Geotechnical Staff Engineer

BRIAN C. POHL LICENSE NO. 60216 STATE OF FLORIDA PROFESSIONAL ENGINEER

Brian C. Pohl, P.E.
Branch Manager
Florida Registration No. 60216

MM/BCP/cme

GEOTECHNICAL EVALUATION

Shooting Range – 4031 Pioneer Trail
Port Orange, Volusia County, Florida

UES Project No. 0430.2400238.0000
UES Report No. 2108475

August 11, 2025

Prepared For:

Mr. Bobby Ball, P.E.
Zev Cohen & Associates, Inc.
8300 Interchange Boulevard, Suite C
Ormond Beach, Florida 32174

Prepared By:

UES
911 Beville Road, Suite 3
South Daytona, Florida 32119
(386) 756-1105

TABLE OF CONTENTS

1.0 PROJECT DESCRIPTION 1

2.0 PURPOSE AND SCOPE 1

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2.2 Field investigation 1
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3.0 FINDINGS 2

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3.2 Groundwater 2

4.0 BERM STABILITY ANALYSIS 2

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4.2 Berm Stability results 3
4.3 Conclusion and Recommendations 3

5.0 CONSTRUCTION RELATED SERVICES 3

6.0 LIMITATIONS 4

APPENDICES

APPENDIX A
Boring Location Plan A-1
Boring Logs A-2
Key to Boring Logs Sheet A-3

APPENDIX B
Geotechnical Business Council Document B-1
Constraints and Restrictions B-2

1.0 PROJECT DESCRIPTION

Project information has been provided to us in correspondence with you. We understand that the existing berm for the shooting range located at 4031 Pioneer Trail has experienced sloughing along the impact face of the shooting backdrop berm subsequent to Hurricane Nicole. We have been requested to perform a berm stability analysis for the existing berm and to provide recommendations for stabilizing the slope.

We have been provided with the construction plans indicating the berm cross-section prior to Hurricane Nicole. We understand that part of the remediation will include re-grading the impact face of the berm from a 1H:1V slope to a 1.5H:1V slope.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform UES so that we may review our recommendations.

2.0 PURPOSE AND SCOPE

2.1 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction; and
- to provide geotechnical engineering recommendations for slope stabilization and site preparation.

This report presents an evaluation of site conditions based on traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. UES would be pleased to provide these services, at your request.

Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.

2.2 FIELD INVESTIGATION

2.2.1 BORINGS

The subsurface conditions were investigated with two (2) Standard Penetration Test (SPT) borings advanced to a depth of approximately 35 feet each below existing grade (designated B-1 and B-2) within the existing berm. We performed the SPT borings according to the procedures of ASTM D-1586.

The borings were located by our field personnel using measurements from established landmarks and should be considered accurate only to the degree implied by the method used. The locations of the borings are presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.3 LABORATORY TESTING

2.3.1 INDEX TESTING

The soil samples recovered from the soil borings were returned to our laboratory and then a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS).

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profile are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the SPT borings generally indicated the presence of medium dense to very dense fine sand with silt (SP-SM) and weakly cemented fine sand with silt (SP-SM, HARDPAN) to the boring termination depth of approximately 35 feet below existing grade.

3.2 GROUNDWATER

Groundwater was not encountered within the upper 20 feet at the boring locations. If groundwater measurements are required, we recommend performing additional hand augers adjacent to the existing berm. It should be anticipated that the groundwater levels will fluctuate due to seasonal climatic variations, tidal fluctuations, surface water runoff patterns, construction operations, and other interrelated factors.

We recommend positive drainage be established and maintained on the site during construction. We further recommend permanent measures be constructed to maintain positive drainage from the site throughout the life of the project.

4.0 BERM STABILITY ANALYSIS

As discussed, we were requested to perform a berm stability analysis on the existing berm. We were provided with the construction plans indicating the existing berm cross-section. We understand that the berm was constructed with a 1H:1V slope and was reinforced with Tensar Uniaxial UX1100 and Tensar Biaxial BX1120 Geogrids.

4.1 MODEL AND INPUT PARAMETERS

We used the commercial software program "Slide 2" for the berm stability analysis of the existing berm slope. Slide 2 is a two-dimensional, limit equilibrium slope stability analysis program. The soil parameters were selected based on the results of our borings.

4.2 BERM STABILITY RESULTS

We analyzed the critical sections of the berm under design conditions. In addition, a surcharge load of 250 psf was applied to the top of the berms to simulate maintenance vehicle loads, where applicable. Our results are based on the assumption that the berms were constructed in accordance with project specifications. The results of our analyses indicate that a minimum factor of safety against rotation of 2.1 is achieved for the "as constructed" conditions. Detailed results of the analysis are also presented in the attached computer outputs.

A minimum factor of safety of 1.3 is generally accepted by industry standards. **Therefore, based on our analysis, it is our opinion that the existing slope was properly constructed in accordance with project specifications and should be stable against rotational failure.**

4.3 CONCLUSION AND RECOMMENDATIONS

Based on the results of the slope stability analyses and the field and laboratory data obtained, it appears that the berm has an adequate factor of safety against a slope failure for the "as-constructed" geometry. It is our opinion that the observed sloughing was due to erosion caused by surface run-off from the intense rainfall produced by Hurricane Nicole.

The remediation of the slope should include rebuilding the entire length of the berm along the impact side by placing new fill soils at the locations where the sloughing occurred and then placing fill until the new proposed slope of 1.5H:1V is achieved. Once the berm is constructed to the proposed slope, we recommend installing a geotextile (Mirafi 180 N or equivalent) overlain by a 6-inch geoweb (Presto Geosystems GW40V or equivalent). The geoweb cells can be filled with soil fill to facilitate vegetation growth. Sod can be placed over the geoweb. The geotextile and geoweb should be installed in accordance with manufacturer's recommendations. Based on conversations with you, we understand that the bottom 7.5 feet of the berm, measured from the proposed toe of the berm, may not contain geotextile and geoweb to permit easier access for the collection of bullet fragments.

The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Fill material should be placed in maximum 1-foot thick loose lifts and compacted to a minimum of 95 percent of modified Proctor maximum dry density as determined by ASTM D1557. The moisture content of the fill material during placement and compaction should be within +3 and -2 percent of the optimum moisture content (ASTM D1557).

Before earthwork and construction activities begin, existing topsoil, vegetation surface debris, large roots down to finger-size, and any other deleterious material should be removed from the slopes within the construction limits. Site stripping should extend at least 10 feet beyond the construction area. Any pockets of organics, organic-laden soils and/or deleterious material should be undercut to competent soil. This process should be observed by a representative of UES to check that organics, organic-laden soils and/or deleterious material has been removed.

5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain UES to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

6.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

* * * * * * * * *

APPENDIX A

UES™



LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

GRAPHIC SCALE

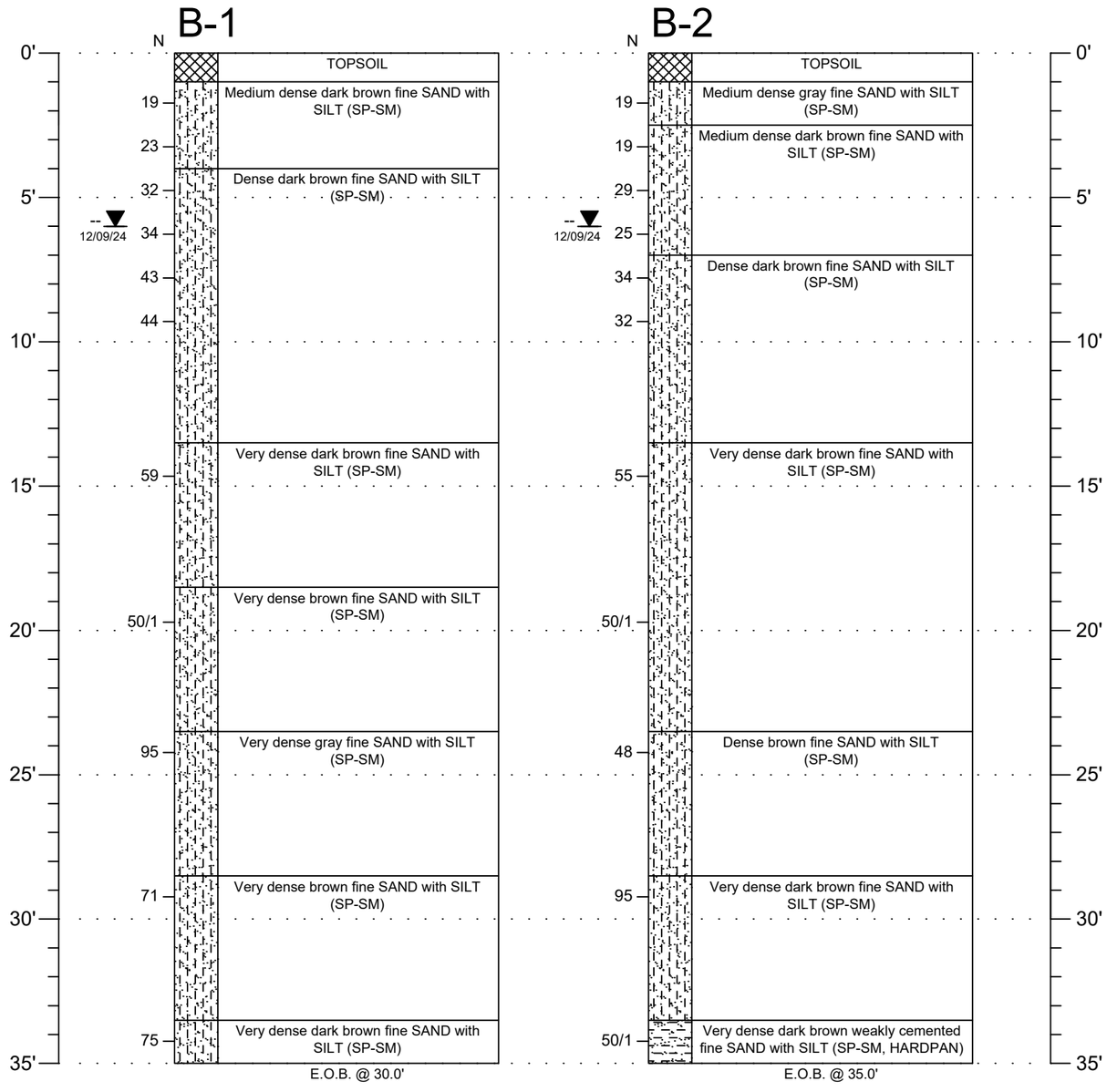
0 75 150

(IN FEET)

1 INCH ≈ 150 ft.

UES

TITLE: BORING LOCATION PLAN			SCALE: 1" ≈ 150'
PROJECT: GEOTECHNICAL EVALUATION PORT ORANGE SHOOTING RANGE NEW SMYRNA BEACH, FLORIDA			PAGE/FIG. NO.: A-1
DRAWN BY: MKL	DATE: 12/09/24	PROJECT NO.: 0430.2400238.0000	
CHECKED BY: BP	DATE: 12/09/24	REPORT NO.: 2108475	



Fine SAND (SP)

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve

UES

PROJECT:
GEOTECHNICAL EVALUATION
PORT ORANGE SHOOTING RANGE
NEW SMYRNA BEACH, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY:	MKL	DATE:	12/09/24	PROJECT NO.:	0430.2400238.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-2
CHECKED BY:	BP	DATE:	12/09/24	REPORT NO.:	2108475		

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SIOLS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX B

UES™

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
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CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

UES

PRESTO GEOSYSTEMS

GEOWEB®

SLOPE PROTECTION SYSTEM

INSTALLATION GUIDELINE



PRESTO GEOSYSTEMS®
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INSTALLATION GUIDELINE

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PRESTO GEOSYSTEMS

GEOWEB®
SLOPE PROTECTION SYSTEM
INSTALLATION GUIDELINE

NOTE: The following installation techniques and recommendations may require an evaluation by Presto Geosystems to determine applicability of use for individual project requirements.

Site Preparation

- Remove existing vegetation from the proposed slopes.
- Excavate and shape the slope section.
- Place, compact and shape required earth fill.
- Dig toe-in trenches at the crest and perimeter of the slope as required.

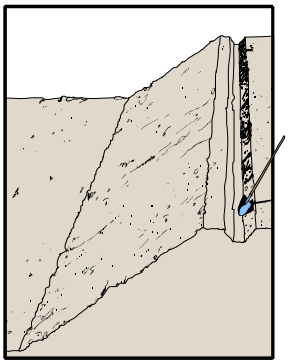


Figure 1 Slope Preparation

Geotextile Separation Layer

- Most non-vegetated slope applications involve a non-woven or woven geotextile separator layer at the sub grade surface. When required, this separation layer is critical to the performance of the slope system. Refer to Figure 2.
- Install geotextile separation layer in accordance with manufacturer's instructions and ensure that minimum overlaps are maintained.
- Ensure geotextile is placed in perimeter toe-in trenches.
- Anchor the edges of the geotextile separation layer in accordance with manufacturer instructions to prevent movement.

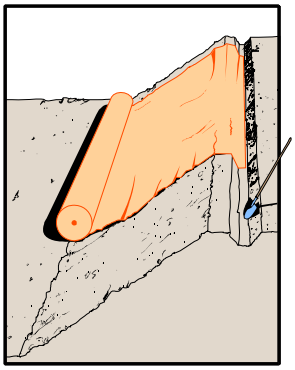


Figure 2 Geotextile Placement

Installation of Geoweb® Sections

- Drive a row of ATRA Stake Anchors along the upper edge of the proposed slope protection area. Space the stakes at pre-determined single cell centers. See Geoweb® Anchor Spacing Charts for guidance.
- Partially expand the Geoweb® section and place the end cell of the section over its corresponding edge stake. Ensure the ATRA® Stake Clip arm is hooked over the cell wall. Refer to Figure 3.

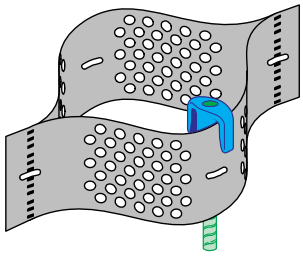


Figure 3 ATRA® Anchor Placement

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- Expand the Geoweb® section down the slope to the section's specified length. Refer to Figure 4.
- Hold the fully expanded sections open using one of the following:
  a) ATRA® Stake Anchors, straight stakes or J-Pins (permanent or temporary). Specialized driving tools are available through Presto Geosystems' authorized distributors and representatives to speed driving of ATRA® Stake Anchors. Refer to Figure 5.
  b) Infill several peripheral cells.
- Other acceptable methods may be used.

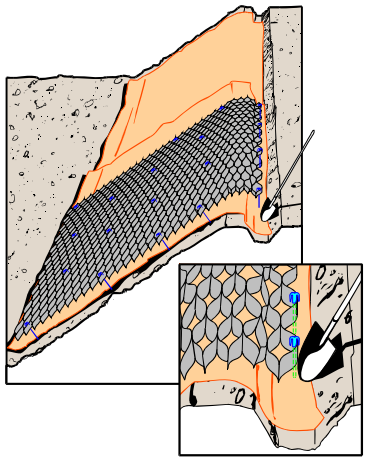


Figure 4 Placement of Geoweb® Section

- Align and interleaf edges of adjoining Geoweb® sections, ensuring that the upper surfaces of adjoining sections are flush.
- Fasten Geoweb® sections together with the ATRA® key connection device. Position the ATRA key through the slots of overlapping sections (side-to-side), or where cells connect (end-to-end), and turn key to "lock" position. Refer to Figure 6.
- When Geoweb sections are connected end-to-end, under-expand a few rows of the adjoining section to allow easy placement of the ATRA keys before fully expanding the connecting section. For easiest placement, insert the key completely through one cell before inserting through the adjoining cell. Adjoining sections should also be fully connected prior to infilling.
- The use of the ATRA key device will reduce construction time significantly and offer cost-savings compared to stapling operations.
- Geoweb sections may also be connected with pneumatic staplers either side-to-side or end-to-end. ATRA key is the recommended connection method.
- The ATRA key connection device and pneumatic staplers and staples are available through Presto Geosystems and their authorized distributors/representatives.

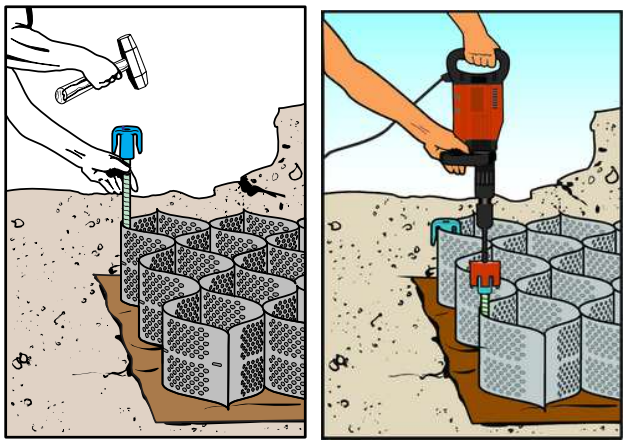


Figure 5 ATRA® Anchor Installation Methods



Figure 6 ATRA® Key Connection Device

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Installation of Geoweb® Sections on Curved or Irregular Surfaces

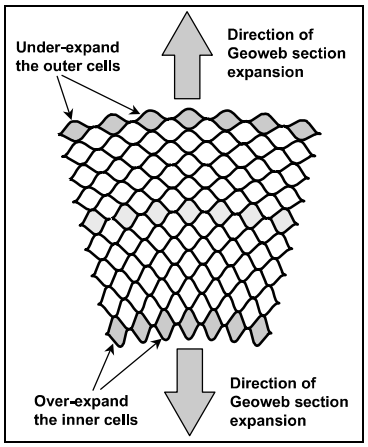


Figure 7 Tapered Expansion of Section

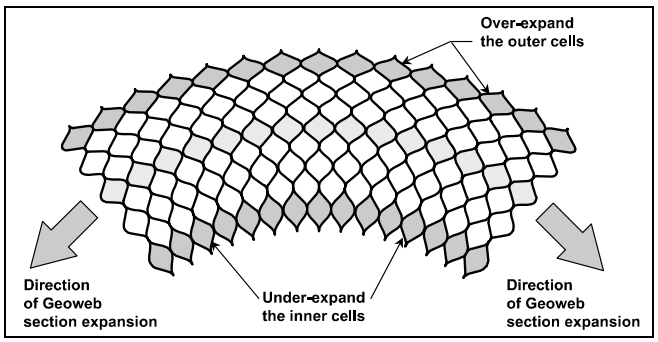


Figure 8 Curved Expansion of Section

Method 1: Progressively vary the degree of cell expansion along the length of a section. Refer to Figure 7.

Method 2: Geoweb® sections can be readily adapted to cover curved areas by varying the degree of cell expansion across the width of individual sections. This method is only used for installations with slope lengths less than one section in width (8.5 ft). Refer to Figure 8.

Method 3: Field cut an expanded section to give the required degree of taper. Refer to Figure 9.

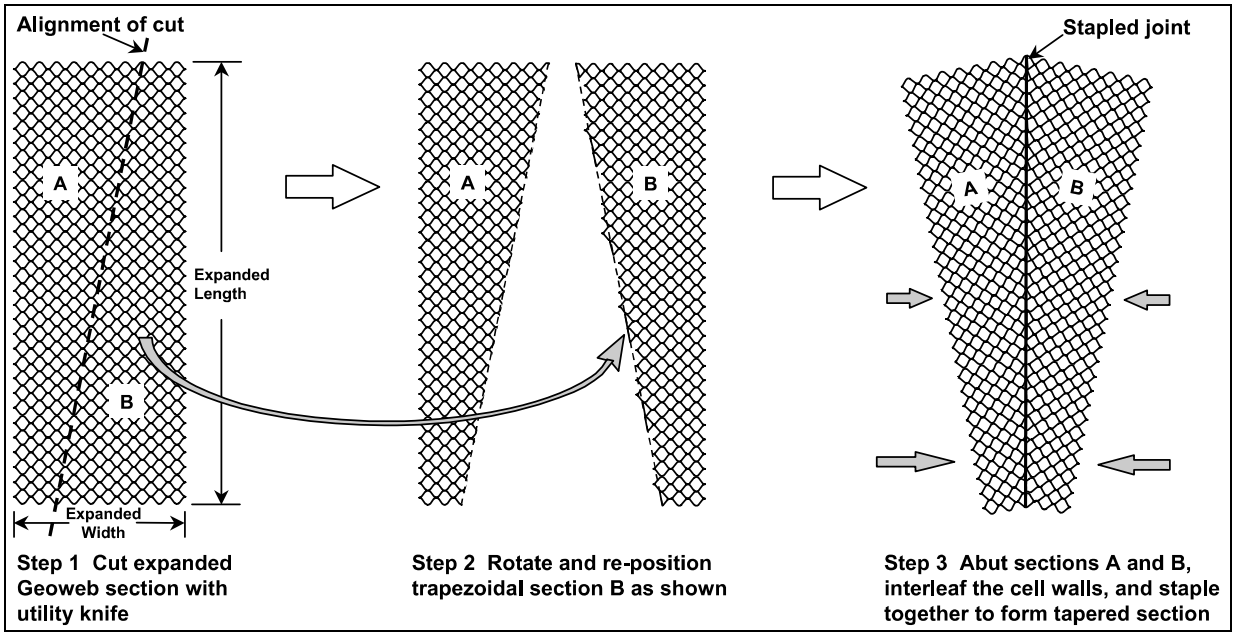


Figure 9 Field Cutting of Geoweb Section to Form Taper

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Limiting Vertical Curvature of Geoweb® Sections

Table 1: Cell Depth vs. Limiting Radius of Curvature

Geoweb® Cell Depth	Minimum Radius Expansion Direction	Minimum Radius Cross Section Direction
3 in (75 mm)	16 in (400 mm)	24 in (600 mm)
4 in (100 mm)	24 in (600 mm)	40 in (1000 mm)
6 in (150 mm)	36 in (900 mm)	60 in (1500 mm)
8 in (200 mm)	48 in (1200 mm)	80 in (2000 mm)

Preparation of Tendon Geoweb® Sections

- Geoweb® sections are supplied with tendon I-slots. Tendons should be threaded through the appropriate cells that will provide the best distribution of the number of tendons per design.
- Individual tendons are typically precut to allow for efficient installation. The tendon length is determined based on Attachment 1 Tendon Marking Method.
- Feed individual tendons through tendon slots in the collapsed Geoweb® sections prior to section expansion. Refer to Figure 10.

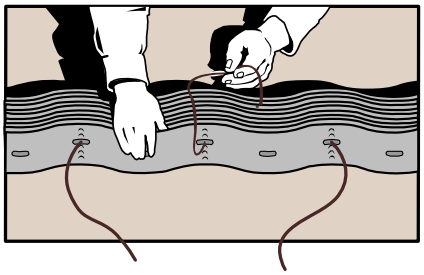


Figure 10 Tendon Insertion

Terminating and Anchoring Tendons

There are two standard methods of terminating tendons at an outer edge of Geoweb® sections.

1. Terminate tendon on ATRA Tendon Clip. Refer to Figure 11.

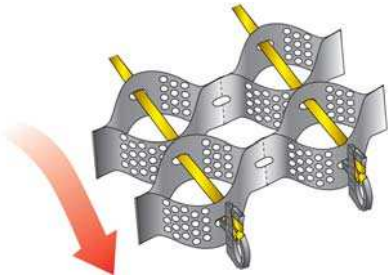


Figure 11 Termination of Integral Tendons

2. Knotted loop - used to attach tendons to a crest or toe anchor.

The ATRA® Stake Anchor and ATRA® Tendon Clip when used as a restraining device is recommended. Loop the tendon around and under the arms of the ATRA® Stake Clip. Refer to Figure 12.

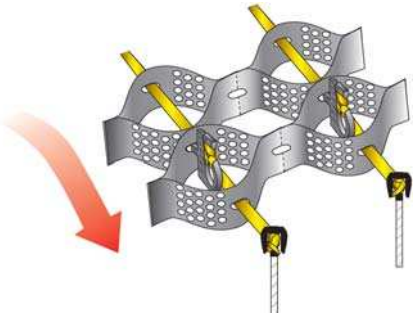


Figure 12 End Anchorage of Tendons

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Internal Anchoring

- Drive additional ATRA® Stake Anchors within selected cells of the expanded Geoweb® section at the specified spacing. Refer to Figure 13.
- Ensure the tendon is under the arm of the ATRA® Stake Clip and drive the anchor flush with the base of the cell.
- Final driving of the anchors along a single tendon should progress in sequence from the initial edge anchor (generally at the crest). The trailing length of tendon should remain un-restrained to avoid over-tensioning of the tendon.
- The un-restrained tendon end should be terminated as illustrated above.

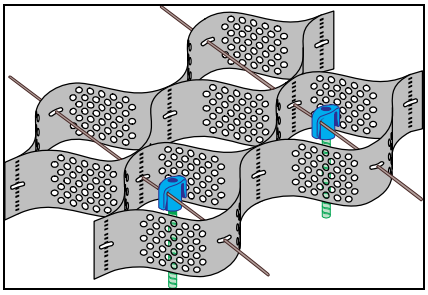


Figure 13 Internal Anchors

Non-Slip Tendon Internal Anchorage

- Geoweb® sections can be effectively supported on steep slopes with an array of internal anchors that are attached to the integral tendon system. Typical internal anchors include:
  a) ATRA® Stake Anchors
  b) J-pins
  c) Steel reinforcing rods
  d) Duckbill® cable anchors
  e) Wooden stakes
- The recommended method of attachment uses the ATRA® Stake Anchor and Moore hitch knot. Refer to Figure 14.

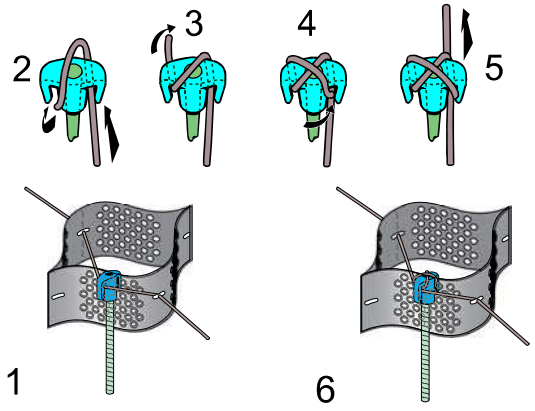


Figure 14 Moore Hitch Non-Slip Connection

Crest Anchorage of Tendon Geoweb® Systems

- Load transfer to crest anchorage is required when a driven anchor array is impractical (e.g. when a geomembrane or impervious material is present). Refer to Figure 15.
- ATRA® Tendon Clips transfer load from the Geoweb sections to the tendons in such cases. Refer to Figure 16.
- Prepare precut tendons in accordance with Preparation of Tendon Geoweb Sections on page 4.

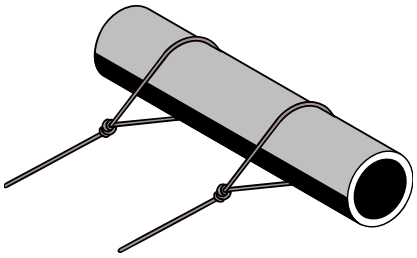


Figure 15 Deadman Crest Anchor

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- Position the collapsed sections at the crest of the slope.
- Starting from the first tendon location, count the number of cells to the next ATRA Tendon Clip and repeat along that tendon row.
- Repeat this procedure for each additional tendon location.
- With all the ATRA Tendon Clips placed in the section, thread the tendons through the cell wall I-slots in the unexpanded section.
- Locate the corresponding mark on the tendon and position it in front of the cell wall. Hold the tendon and connect to the ATRA Tendon Clip.
- Refer to Attachment 2, ATRA Tendon Clip Installation Method for instructions on installing the ATRA Tendon Clip and tendon tie-off.
- Leave the trailing length of the tendon on the upslope side of the section to allow connection to the ATRA Tendon Clip.
- Repeat this procedure for each additional tendon location.
- Place the collapsed section in the anchor trench, secure with temporary stakes or ATRA Stake Anchors and expand down the slope.
- Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
- Terminate the bottom of each tendon with an ATRA Tendon Clip.
- Note: Attaching ATRA® Tendon Clips at the required spacing can be accomplished while the Geoweb® section is pre-expanded on a flat surface. The section can then be re-collapsed, attached to crest anchorage, and deployed onto the slope. This method facilitates the installation of sections on extremely steep slopes. Refer to Figure 17.

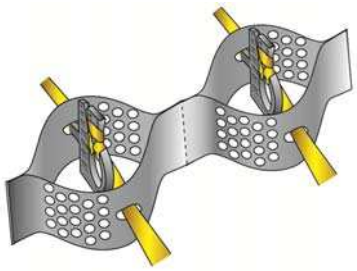


Figure 16 ATRA® Tendon Clips



Figure 17 Threading Tendon and Attaching ATRA Tendon Clips

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Placement of Infill

- Infilling of Geoweb® sections can begin when anchoring work is complete.
- A range of equipment types can be used as illustrated in Figure 18– Figure 22.
  1. Hydraulic Excavator (Backhoe)
  2. Front-end Loader
  3. Conveyor
  4. Crane-mounted skip
  5. Mixer Chute
- Limit drop-height of infill material to 3 ft (1 m) maximum.
- Infill from the crest of the slope to the toe.
- Controlled overfilling of cells is required to allow for consolidation and compaction of the infill.
- Ensure that infill will be flush with the upper surface of the cells at the completion of the installation.

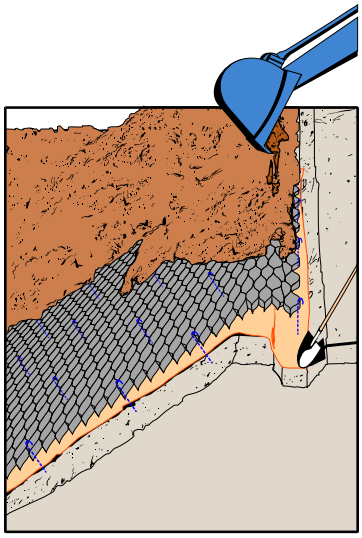


Figure 18 Excavator

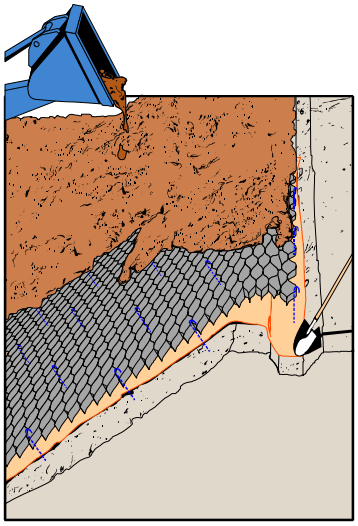


Figure 19 Loader

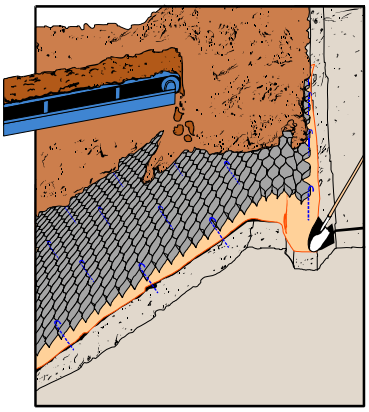


Figure 20 Mobile Conveyor

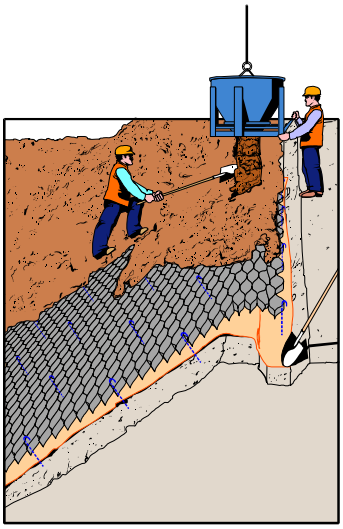


Figure 21 Skip

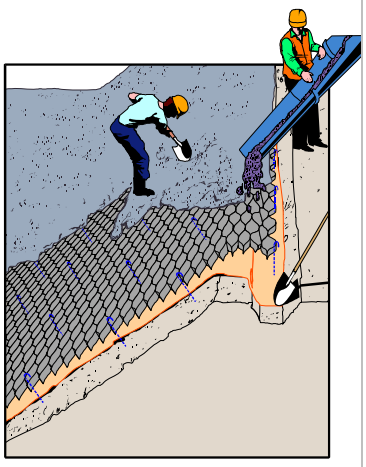


Figure 22 Chute

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Dimensions and Weights of Palletized Geoweb® Sections

Geoweb® sections are normally tri-folded and palletized for shipment to the site. Table 2 provides typical pallet dimensions and weights for a range of section and cell sizes.

Table 2: V-Series Geoweb® Shipping Dimensions and Weights

Cell Depth	*Pallet Dimensions*	*Minimum Weight*	*Maximum Weight*
3 in (75 mm)	42 in x 42 in (1070 mm x 1070 mm)	860 lb (390 kg)	1,560 lb (710 kg)
4 in (100 mm)	42 in x 42 in (1070 mm x 1070 mm)	880 lb (400 kg)	1,600 lb (730 kg)
6 in (150 mm)	42 in x 42 in (1070 mm x 1070 mm)	800 lb (360 kg)	1,450 lb (660 kg)
8 in (200 mm)	42 in x 42 in (1070 mm x 1070 mm)	880 lb (400 kg)	1,600 lb (730 kg)

Infill Volumes

Table 3: Infill Volumes for Geoweb® Sections

Cell Depth	**3 in (75 mm)**	**4 in (100 mm)**	**6 in (150 mm)**	**8 in (200 mm)**
Volume (m^3 / 100 m^2 of area)	7.5 m^3	10.0 m^3	15 m^3	20.0 m^3
Volume (yd^3 / 100 yd^2 of area)	8.3 yd^3	11.1 yd^3	16.7 yd^3	22.2 yd^3

Tools and Equipment

Installation efficiency is greatly improved by the appropriate choice of construction equipment and tools. The following guidelines apply to most Geoweb® system applications. Non-standard tools and equipment may provide additional benefits in some situations.

Table 4: Standard Construction Tools for Installation of the Geoweb® System

Geoweb® Components	**Power Tools**	**Concrete Finishing**	**Surveying Equipment**
ATRA® Stake Clips/Anchors ATRA® Tendon Clips	Heavy-duty drill	Bull floats	Surveyor's auto-level
ATRA® Key Connection Device	Circular saw	Hand floats	Tripod and rod
Hand Tools	Percussion hammer	Steel trowels	Laser beacons
Shovels and spades	Stanley-Bostitch stapler	Poker vibrators	Audio target receiver
Rakes and screed bars	SB103020 wire staples	Tamping rods	Survey stakes
Sledge hammers	Gas generator		Markers + spray cans
Crowbars	Air compressor		String-lines + spirit level
Utility knives	Electric Impact Hammer ATRA® Anchor Driving Tool and Gad.		
Spikes, nails + lumber			
Templates			

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Excavation and Materials Handling Equipment

Conventional excavators, front-end loaders, mini-excavators and skid-steer loaders, equipped with smooth-edged buckets, are normally employed for the installation of Geoweb® systems. Infilling of Geoweb® sections can also be carried out with conveyors, chutes and skips. As a rule, the overall rate of installation relates directly to the speed and efficiency of infill placement and compaction.

Compaction Equipment

Compaction of slope surfaces prior to installation of the Geoweb® system is normally carried out with: 1) vibratory plate compactor attachments for backhoes, 2) a mobile winch assembly at the slope crest to support a roller or plate compactor, or 3) manual tamping. Slope pre-compaction is primarily intended to minimize sloughing of loose surface topsoil or aggregate fill materials.

Limited Warranty

Presto Geosystems warrants each Geoweb® section which it ships to be free from defects in materials and workmanship at the time of manufacture. Presto's exclusive liability under this warranty or otherwise will be to furnish without charge to Presto's customer at the original f.o.b. point a replacement for any section which proves to be defective under normal use and service during the 10-year period which begins on the date of shipment by Presto. Presto reserves the right to inspect any allegedly defective section in order to verify the defect and ascertain its cause.

This warranty does not cover defects attributable to causes or occurrences beyond Presto's control and unrelated to the manufacturing process, including, but not limited to, abuse, misuse, mishandling, neglect, improper storage, improper installation, improper alteration or improper application.

PRESTO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN CONNECTION WITH THE GEOWEB® SYSTEM. IN NO EVENT SHALL PRESTO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR FOR ANY OTHER REASON, INCLUDING NEGLIGENCE, IN CONNECTION WITH THE GEOWEB® SYSTEM.

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ATTACHMENT 1 -TENDON MARKING METHOD

ATRA® Tendon Clip Preassembly Layout Guide

To pre-assemble ATRA tendon clips to tendons with the Geoweb® slope or channel protection system:

1. Determine Total Tendon Length using imperial or metric charts below.
2. Add to that length the tendon required to secure the system to anchor pipe, anchor stakes, helical anchors, etc., and use the "Distance between marks" charts to mark off the location for each ATRA tendon clip to be located.
3. After threading the tendon through the still collapsed Geoweb sections, align the first mark with the top cell and assure it remains properly located as the tendon is tied to the ATRA tendon clip.
4. Move to the next recipient cell (as per project design) and align the next mark with the cell and continue the process.
5. The bottom cell should receive its last clip AFTER expanding the Geoweb system down the slope.

Distance between marks
INCHES

Number of Cells between ATRA Tendon Clips	Cell Size 20V	30V	40V
1	15.8	18.3	25.7
2	24.6	28.6	44.4
3	33.4	40.9	63.1
4	42.2	52.2	81.8
5	51.0	63.5	100.5
6	59.8	74.8	119.2
7	68.6	86.1	137.9
8	77.4	97.4	156.6
9	86.2	108.7	175.3
10	95.0	120.0	194.0

Distance between marks
CENTIMETERS

Number of Cells between ATRA Tendon Clips	Cell Size 20V	30V	40V
1	40.1	46.5	65.3
2	62.5	75.2	112.8
3	84.8	103.9	160.3
4	107.2	132.6	207.8
5	129.5	161.3	255.3
6	151.9	190.0	302.8
7	174.2	218.7	350.3
8	196.6	247.4	397.8
9	218.9	276.1	445.3
10	241.3	304.8	492.8

Total Tendon Length
(Does not include length at top of slope for anchorage)

20V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (feet) 18	21	25	29	34
1	25.5	29.6	35.2	40.7	47.6
2	20.0	23.5	27.8	32.1	37.2
3	18.1	21.1	25.4	29.1	34.1
4	17.5	20.5	24.2	27.8	32.3
5	16.9	19.8	22.9	26.6	31.1
6	16.3	19.2	22.9	26.0	30.5
7	16.3	18.6	22.3	26.0	29.9
8	16.3	18.6	22.3	25.4	29.9
9	15.7	18.6	21.7	25.4	29.2
10	15.7	18.6	21.7	24.8	29.2

Total Tendon Length
(Does not include length at top of slope for anchorage)

30V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (feet) 18	21	25	29	34
1	29.4	34.2	40.6	47.0	55.1
2	23.9	28.1	33.3	38.5	44.6
3	23.1	25.7	30.8	35.4	41.6
4	20.9	24.4	28.4	34.2	39.7
5	20.9	23.8	28.4	33.0	38.5
6	20.2	23.8	28.4	32.3	37.9
7	20.2	23.2	27.8	32.3	37.3
8	20.2	23.2	27.8	31.7	37.3
9	19.6	23.2	27.2	31.7	36.7
10	19.6	23.2	27.2	31.1	36.7

Total Tendon Length
(Does not include length at top of slope for anchorage)

40V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (feet) 18	21	25	29	34
1	41.1	47.8	56.8	65.8	77.1
2	35.6	41.7	49.5	57.3	66.7
3	33.7	39.3	47.0	54.2	63.6
4	33.1	38.6	45.8	53.0	61.8
5	32.5	38.0	44.6	51.7	60.5
6	31.9	37.4	44.6	51.1	59.9
7	31.9	36.8	44.0	51.1	59.3
8	31.9	36.8	44.0	50.5	59.3
9	31.3	36.8	43.4	50.5	58.7
10	31.3	36.8	43.4	49.9	58.7

Total Tendon Length
(Does not include length at top of slope for anchorage)

20V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (meters) 18	21	25	29	34
1	7.77	9.04	10.72	12.41	14.51
2	6.09	7.17	8.48	9.79	11.34
3	5.53	6.42	7.73	8.86	10.41
4	5.34	6.24	7.35	8.69	9.85
5	5.16	6.05	6.99	8.11	9.47
6	4.97	5.86	6.99	7.93	9.29
7	4.97	5.66	6.80	7.93	9.10
8	4.97	5.66	6.80	7.74	9.10
9	4.78	5.66	6.61	7.74	8.91
10	4.78	5.66	6.61	7.55	8.91

Total Tendon Length
(Does not include length at top of slope for anchorage)

30V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (meters) 18	21	25	29	34
1	8.97	10.44	12.39	14.34	16.78
2	7.29	8.57	10.15	11.73	13.61
3	6.73	7.82	9.40	10.29	12.67
4	6.54	7.64	9.03	10.42	12.11
5	6.36	7.46	8.66	10.05	11.74
6	6.17	7.26	8.66	9.66	11.55
7	6.17	7.08	8.47	9.66	11.37
8	6.17	7.08	8.47	9.57	11.37
9	5.96	7.08	8.38	9.57	11.18
10	5.96	7.08	8.38	9.49	11.18

Total Tendon Length
(Does not include length at top of slope for anchorage)

40V Cell Size Section

Number of Cells between ATRA Tendon Clips for Each Row	Section Length (meters) 18	21	25	29	34
1	12.52	14.58	17.32	20.06	23.49
2	10.84	12.71	15.08	17.45	20.32
3	10.28	11.97	14.34	16.52	19.38
4	10.10	11.78	13.96	16.14	18.82
5	9.91	11.59	13.59	15.77	18.45
6	9.72	11.41	13.59	15.58	18.26
7	9.72	11.22	13.40	15.58	18.08
8	9.72	11.22	13.40	15.40	18.08
9	9.54	11.22	13.21	15.40	17.89
10	9.54	11.22	13.21	15.21	17.89

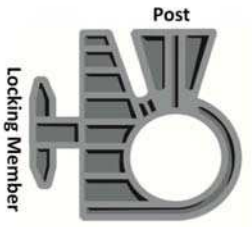
Example shown as highlighted above: GW30V40825PT section is 25 cells in length. ATRA Tendon Clips to be placed every FOUR cells along the tendon beginning with cell to be located at top of slope.

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ATTACHMENT 2 -ATRA TENDON CLIP INSTALLATION METHOD

PRESTO | GEOSYSTEMS®
GLOBAL LEADER • GLOBAL PARTNER



ATRA® Tendon Clip

LOAD TRANSFER DEVICE

ATRA Tendon Clips are load transfer devices to transfer slope gravity forces from the GEOWEB® cell wall to the tendon. The device engages securely with the GEOWEB cell wall, allowing hands-free connection while securing the tendon. ATRA Tendon Clips can be preassembled at the top of the slope on flat ground improving safety and efficiency.

5 EASY INSTALLATION STEPS...



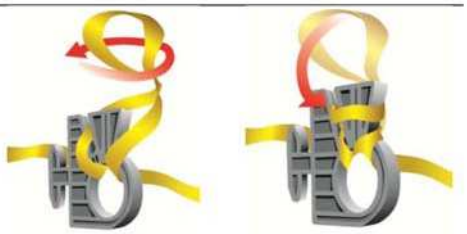
STEP 1: Locate the cells where the ATRA Tendon Clips will be installed. Insert the locking member of the ATRA Tendon Clip through the slot in the GEOWEB cell wall. Turn the clip 90 degrees to lock.



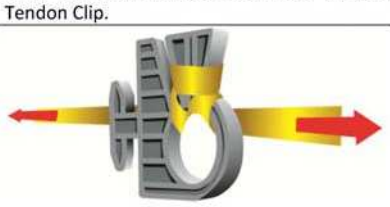
STEP 2: Pull a few inches of the tendon through the circular opening in the ATRA Tendon clip.



STEP 3: Pull the tendon up and over the post of the ATRA Tendon Clip.

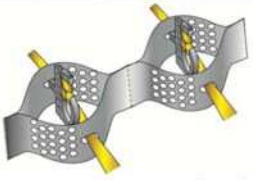


STEP 4. Twist the tendon to form a loop. Fold the tendon loop back down over the post.



STEP 5: Pull the tendon so the slack is eliminated and it is tightly secured to the clip.





COMPLETED. ATRA Tendon Clip load transfer connection.

Use the QR Code to view our ATRA Tendon Clip videos.

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Appleton, WI 54914 USA
Email: sam.justice@prestogeo.com

June 2, 2025

Jadon Peterson
RH MOORE & ASSOCIATES
7834 Depot Lane
Tampa, FL 33637

RE: PR25338 PORT ORANGE TACTICAL
Slope Protection System

Dear Jadon:

Presto Geosystems has completed the evaluation for the Port Orange Tactical Slope Protection System project. Our recommendations are provided and detailed in the attached cross section and calculation. The evaluation is copyrighted and based on the unique engineering properties of GEOWEB® system. Any use of this evaluation for any product other than that manufactured by Reynolds Presto Products, Inc. makes this evaluation invalid.

The objective of this evaluation is to propose a GEOWEB geocell system for surface stabilization of the slope. This evaluation is not applicable to the stability of the slope against a deep-seated failure. It is assumed herein that the slope is stable against failure except for the problem of surface erosion.

As the originator and leader in geocell technology, Presto Geosystems offers the following advantages:

- Manufacturer Certificate of Analysis. Presto Geosystems manufactures GEOWEB, ATRA® keys and ATRA tendon clips in accordance with stringent ISO and CE quality standards. Our quality management system allows Presto Geosystems to provide Certificates of Compliance (COC) and Certificates of Analysis (COA) that allow traceability on all materials produced and supplied for this project. We do not provide geocell materials through private label manufacturers, which is often the case with our competitors. The ability for the Owner to receive COC and COA for geocell is critical to the integrity of the project.

- Manufacturer Calculations. The attached calculations are based specifically on GEOWEB material characteristics, research/testing and accessories. Our calculations are based on the site-specific characteristics and information contained in the request for project evaluation. The recommendations are based on GEOWEB panels, ATRA key connection device and ATRA tendon

clip load transfer device. The anchorage recommendations are specific to our product and do not apply to any other geocell manufacturers.

- ATRA Key connection device. ATRA keys provide a permanent and stronger panel connection compared to metal staples or zip ties. ATRA keys are made of high-density polyethylene and are the strongest method available for panel connection. ATRA keys will not corrode or degrade and provide a permanent connection. ATRA keys were used to determine the anchorage recommendations. If a different connection device is proposed, the Presto Geosystems recommendation does not apply. ATRA keys allow multiple panels to be installed concurrently decreasing installation time and preventing panel separation during installation and compaction. Panel separation may occur with metal staples or zip ties during installation, which can lead to long-term maintenance issues.

- Installation Assistance. Representatives of Presto Geosystems, or the local distributor, are available to be on-site at the beginning of construction to ensure that the GEOWEB panels and accessories are installed as intended. We are committed to train the Contractor based on our in-depth product knowledge and installation experience. Our past project successes will minimize installation time and issues. As with any material, there are advantageous techniques of installation, which we can offer during our visit.

The project evaluation has been developed using the parameters listed below. Please review the calculations to confirm that the data used reflects site-specific conditions.

Parameters:

Maximum Slope Angle, degrees	1:1 (45°)
Vertical Height, ft	20
Slope Length, ft	28
Interface Friction Angle ϕ, degree	18
Infill Type	Topsoil
Infill Weight γ, lbs/ft^3	100
Sub Grade Type	Native
Cohesion, lbs/ft^2	0

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Based on the evaluation, the following materials are recommended for the GEOWEB application at the site.

1. Prepare the slope to required grade and remove existing vegetation.
2. If required, provide a minimum 8 oz non-woven geotextile separation layer over the liner. Install in accordance with Manufacturer recommendations including overlaps.
3. Provide GEOWEB GW30V6 (6-inch) panels.
4. Pre-shape the GEOWEB system before infill placement.
5. Connect the GEOWEB sections with ATRA Keys at each interleaf and end to end connection.
6. Provide four, TP-225 tendons per GEOWEB section, in rows 1, 3, 5 & 7.
7. Provide an ATRA Tendon Clip tied to each tendon every 4th cell down the slope.
8. Provide a solid wall PVC pipe deadman, 8 in diameter, buried a minimum of 4 feet below crest elevation. If a deadman is not feasible, provide Platipus earth anchors with a minimum tension of 2,300 lbs (1,075 lbs/ft x 8.5 ft/panel ÷ 4 tendons/panel) plus the recommended Manufacturer's factor of safety tied to each tendon. Earth anchor pullout strength shall be determined by the Engineer of Record based on recommended Manufacturer's factor of safety and site soil conditions.
9. Provide ATRA Speed Stakes outside the liner area in a 3 x 3 cell spacing pattern for additional stability.
10. GEOWEB infill shall be nutrient-rich, pulverized topsoil. Limit the drop of the infill into the GEOWEB panels to prevent distortion.
11. Provide surface protection (hydroseed, erosion control blanket or turf reinforcement mat) over the GEOWEB sized for hydraulic conditions to prevent soil washout prior to establishment of vegetation.
12. Refer to the GEOWEB Slope Protection Installation Guide for installation procedures.

For additional Slope Protection Resources, click here:
Slope Protection Engineering Resource Package
GEOWEB Slope Protection Installation Guide

If you have any questions or need any additional information, please call.

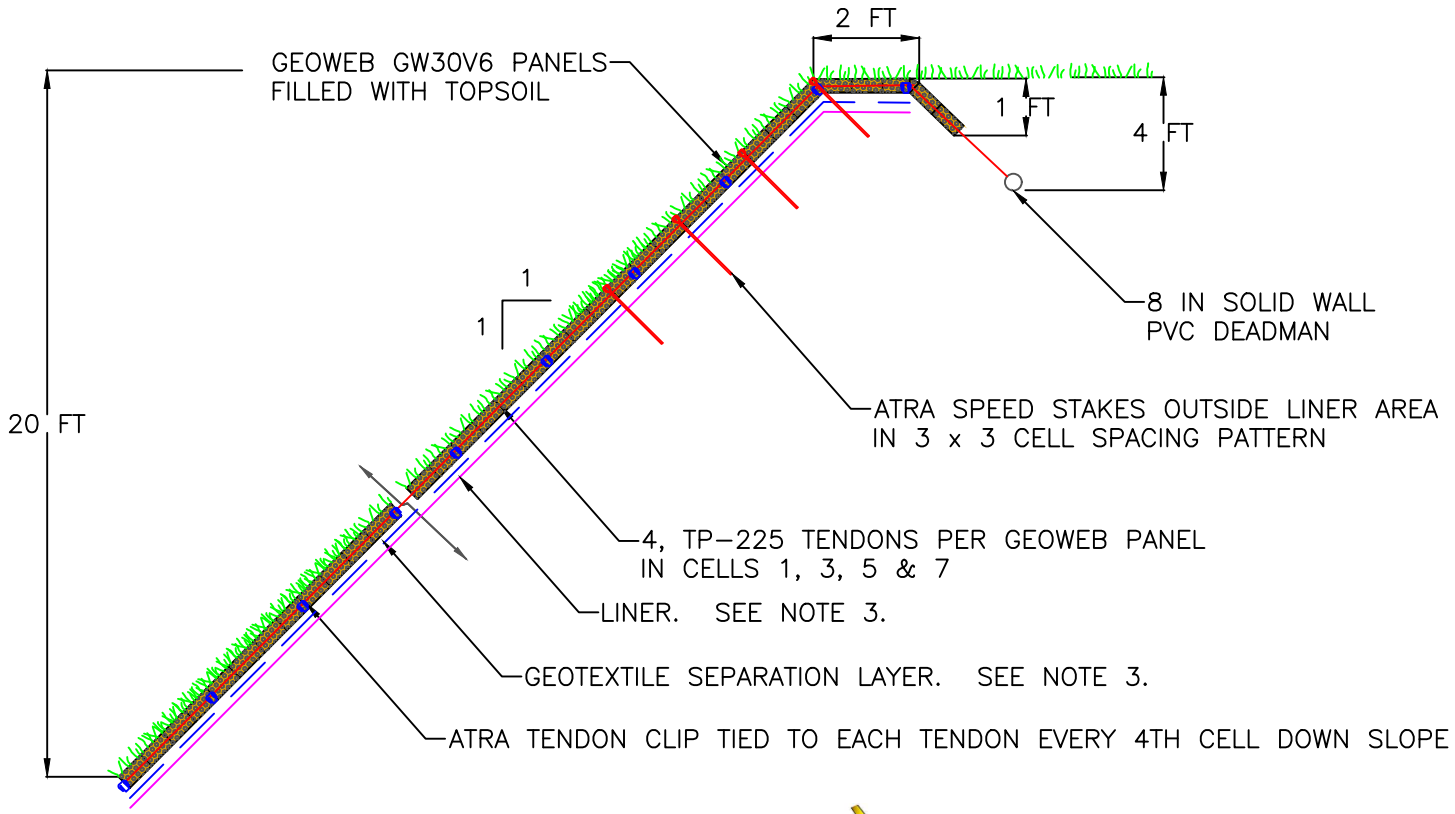
Sincerely,

Sam Justice

Sam Justice, P.E.
Civil Engineer
Presto Geosystems

Notes:

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2. The evaluation assumes that the slope is globally stable.
3. If required, provide a non–woven geotextile layer over the liner and install per Manufacturer recommendations including overlaps.
4. The GEOWEB panels shall be connected with ATRA® keys at each interleaf and end to end connection.
5. GEOWEB infill shall be nutrient–rich, pulverized topsoil. Limit the drop of infill to prevent panel distortion.
6. Provide surface protection (hydroseed, ECB or TRM) sized for hydraulic and shear stress conditions to prevent cell wash–out prior to the establishment of vegetation.
7. Refer to the GEOWEB Slope Protection Installation Guide for installation procedures.

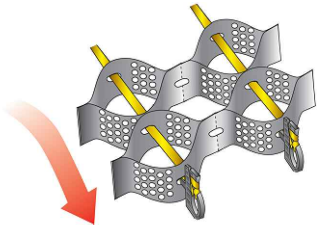




ATRA KEY



ATRA TENDON CLIP



INSTALLATION

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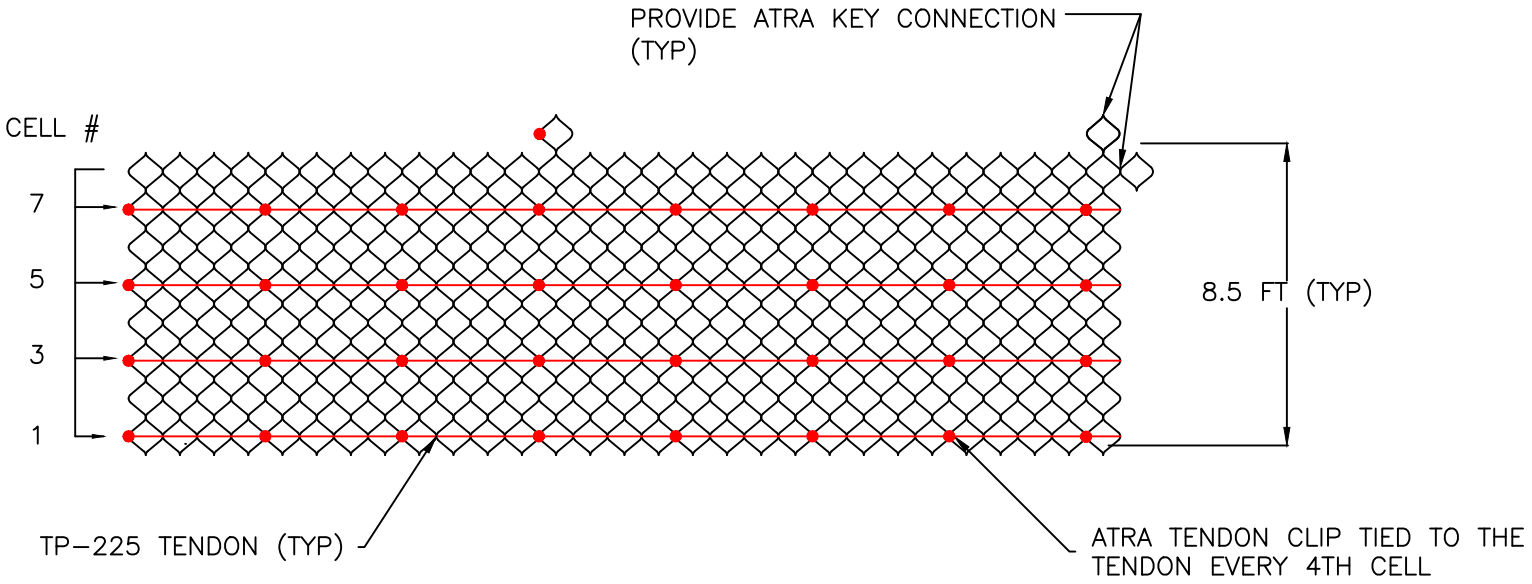
PR25338 PORT ORANGE TACTICAL
GEOWEB SLOPE PROTECTION

GEOSYSTEMS®, GEOWEB®, AND ATRA® ARE REGISTERED TRADEMARKS OF REYNOLDS PRESTO PRODUCTS, INC.

DATE JUNE 2, 2025	FILE NAME SHEET 1
SCALE NTS	SHEET 1 OF 2

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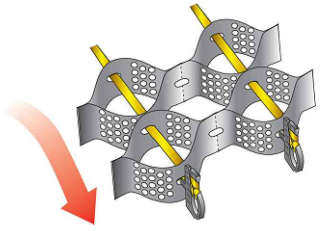




ATRA KEY



ATRA TENDON CLIP



INSTALLATION

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DATE JUNE 2, 2025	FILE NAME SHEET 2
SCALE NTS	SHEET 2 OF 2

PRESTO GEOSYSTEMS
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PRESTO

SLOPE PROTECTION SYSTEM
GEOWEB®

Project Name: PORT ORANGE TACTICAL
Presto Project Number: PR 25338
Date: 6/2/2025

INPUT PARAMETERS

English or Metric (E or M)	E	
Slope Angle	45	Slope (H:V)
Slope Length (ft)	28.28	1.00
Vertical Height (ft)	20	
Minimum Interface Friction Angle (degrees)	18	Between Different Surfaces
Geoweb Cell Type	GW30V	
Web Thickness (in)	6	
Infill type	Topsoil	Infill Weight (lb/ft)
Infill Unit Weight (lb/ft3)	100	1414.2
Additional Cover (in.)	0	Cover Weight (lb/ft)
Cover Unit Weight (lb/ft3)	0	0.0
Overall Factor of Safety	1.4	Total Weight (lb/ft)
Toe Load (lb/ft)	0	1414.2
Passive Resistance at toe (Y or N)	No	
Angle of internal friction of soil at toe	0	
Unit weight of soil at toe (lb/ft3)	0	

Calculations

Driving Force (lb/ft)	1,000.00	Weight+Toe Load (Gravity)
Factored Driving Force (lb/ft)	1,400.00	Weight Only
Factored Driving Force (lb/ft)	1,400.00	Weight+Toe Load
Resisting Force (lb/ft)	324.92	Shear Only (Min Between Surfaces)
Passive Earth Force (lb/ft)	0.00	
Available Resistance (lb/ft)	0.00	Geoweb
Factor of Safety	0.32	Shear Only

ATRA® KEY

Connection Strength	275 lbs

Note: Anchorage pattern is based on the use of ATRA keys for panel to panel connection. If staples or zip ties are used, the anchorage pattern will increase.



ATRA Key
Clickable Spec

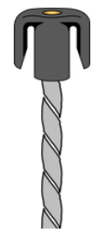
ATRA® ANCHOR DETAILS

Max. Unrestrained GW length (ft)	9.3	Unrestrained

Input Parameters

Length (in)	No Stakes	ATRA Anchor	Spacing (in)
Diameter or Width (in)	0.50		
Downslope spacing (# of cells)	0		0.0
Horizontal spacing (# of cells)	0		0.0
Soil Friction Angle (degrees)	30		
Soil Cohesion (lb/ft2)	0		
Slope Soil Type	Native		
Unit Weight (lb/ft3)	110		
Kp (Coefficient)	0.00		
Buried Anchor Length (ft)	0.00		
Anchor Resistance (lb)	0.00	Single Anchor	
Number of Rows of Anchors	0		
Anchor Resistance (lb/ft)	0.0	Resultant	
Anchor Resistance (lb/ft2)	0.00	Net Resultant	
Resisting Force (lb/ft)	325	Shear plus Anchors	
Anchor density (anchors/ft2)	0.00		
Anchors per Geoweb Section Width	0		
Factor of Safety	No Anchors	Shear and ATRA Anchored Geoweb	

Note: Anchorage pattern is based on the use of ATRA keys for panel to panel connection. If staples or zip ties are used, the anchorage pattern will increase.



ATRA Anchors
Clickable Spec

PRESTO

SLOPE PROTECTION SYSTEM
GEOWEB®

TENDONS

Required Tension (lb/ft)	1,075	Tendons only	
Input Parameters		Note: Tendons and load transfer device quantity and spacing is based on the use of only ATRA Tendon Clips for load transfer. If substitute devices are used, this analysis is void.	 ATRA Tendon Clip *Clickable Spec*
Tendon Type	TP-225		
Ultimate Strength (lb)	5100		
F.S. (Creep)	1.10		
F.S. (Knots)	1.10		
F.S. (Construction damage)	1.10		
F.S. (Chemical/Biological Durability)	1.10		
F.S. (Overall Uncertainties)	1.25	Overall Factor of Safety	1.83
Number of Tendons/GW Section	4		
ATRA Tendon Clip Spacing (no. of cells downslope)	4	Maximum Allowable	4
Tendon Hole Spacing (in)	12.6		
Available Tension/tendon (lb)	2,787		
Average No. of Tendons/slot	0.5		
Available Tension/slot (lb)	1393.3		
Available Tension (lb/ft)	1,327	OK	
Tendon density (ft/ft2)	0.657	Includes 15% extra for knots and wastage and deadman bury length.	
Tendon Length per 8.5' Geoweb Section	156		
Atra Tendon Clips/8.5' Geoweb Section	36	Atra Tendon Clip Density (#/ft2)	0.152
Factor of Safety	1.65	Shear and Tendon Anchorage	

CREST/SLOPE ANCHORAGE

Required Anchorage (lb/ft)	1075	
Input Parameters		
Horizontal Embedment Length (ft)	2	From Slope Face to Key Trench
Depth Below Crest (in)	6	Crest to Bottom of Geoweb
Slope Angle of Key Trench (degrees)	45	
Depth of Key Trench (in)	12	
Horiz. Length at Bottom of Trench (in)	0	
Soil Unit Weight (lb/ft3)	110	
Soil Friction (degrees)	30	
Available Resisting Force (lb/ft)	94.54	OK
Factor of Safety	0.42	Crest Anchorage and Shear
Factor of Safety	1.75	Crest Anchorage and Tendons

Limitation of Use:

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PROJECT: PORT ORANGE TACTICAL DEADMAN ANCHORAGE

English or Metric (E or M)				E	
Required Anchorage				981	lb/ft
Cell Depth				6	in
Height of Deadman, h				0.67	ft
Width of Deadman, w				0.67	ft
Unit weight of Deadman				0	lb/ft
Length of Deadman, l				1	ft
Depth to base of Deadman, H				4	ft
Distance between centers, L				1	ft
Soil Cover Friction Angle				30	degrees
Unit weight of Deadman Soil Cover				110	lb/ft3
Deadman to Soil Friction				5	degrees
W - Weight of Deadman				0.00	lb/ft
Vertical Stress @ Midpoint of Depth, qm				403	lb/ft3
Earth Pressure Coefficient, Ka				0.333	
Hydrostatic Earth Pressure, Ph				880	ft
Normal Earth Pressure, Pa				293.3	ft
Tangential Earth Pressure, Fa				-169.4	ft
				Chart	
Kg	Fig. 46c	tan(delta)=	0.087	3.00	
Anchor Resistance Factor, Ro				2.67	
E				0.83	
B				0.00	
Anchor Resistance Factor, R				5.38	
Ultimate Anchor Resistance, A_{ult} lbs				1452.1	
Ultimate Anchor Resistance per foot, T_{ult} lb/ft				1452.1	
Factor of Safety - Deadman				1.48	

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Product Specification - GEOWEB® GW30V6 Geocell

GENERAL

The GEOWEB A1geocell product is manufactured from textured, perforated strips of high density polyethylene that are bonded together to create a network of interconnected cells. The cells can be filled with topsoil, aggregate, concrete, recycled materials, or other infill material for geotechnical applications such as: 1) load support for unpaved and paved roads, railways, ports, heavy-duty pavements, container yard, and pads; 2) gravity and reinforced walls, reinforced slopes and fascia walls; and, 3) slope, channel, and geomembrane protection.

DIMENSIONS

Parameter	Units	Value
Cell Depth	Inches (mm)	6 (150)
Cell Size (Length x Width +/- 10%)	Inches (mm)	11.3 x 12.6 (287 x 320)
Expanded Section Width	Cells	8
	Feet (m)	Varies: 7.7 to 9.2 (2.3 to 2.8)
Expanded Section Length	Cells	18, 21, 25, 29, or 34
	Feet (m)	Varies: 15.4 to 35.1 (4.7 to 10.7)

STRUCTURAL INTEGRITY AND SYSTEM PERFORMANCE

Parameter	Units	Value
Minimum Short-Term Seam Peel Strength	lb (N)	480 (2,130)
Long-Term Seam Peel Strength (standard 4-inch sample width)[1]	lb (N)	160 (710)
Internal Junction Efficiency[2]	%	≥ 100
Mechanical Junction Efficiency (ATRA Key Connection)[2]	%	≥ 100
Peak Friction Angle Ratio (δ/Ø)[3]	Unitless	0.95

MATERIAL PROPERTIES

Parameter	Test Method	Units	Value
Polymer Density	ASTM D1505 or D792	lbs/ft^3 (g/cm^3)	58.4 - 60.2 (0.935 - 0.965)
Flexural Storage Modulus	ISO 6721	Mpa	≥ 800
Carbon Black Content[4]	ASTM D1603	%	1.5 - 2.0
Sheet Thickness Prior to Texture	ASTM D5199	mil (mm)	50 (1.27), -5% +10%
Sheet Thickness After Texture	ASTM D5199	mil (mm)	60 (1.52), -5% +10%
Texture Surface Density	--	per/in2 (per/m^2)	140 - 200 (22 - 31)

DURABILITY

Parameter	Test Method	Units	Value
Environmental Stress Crack Resistance	ASTM D1693	hrs	> 5,000
Environmental Stress Crack Resistance (Accelerated Test)	ASTM D5397	hrs	≥ 400
Resistance to Oxidation[5]	EN ISO 13438	yrs	≥ 100
Resistance to Weathering[6]	EN 12224	%	100

Notes:

1) A 4 in. (100-mm) wide seam sample shall support a 160 lb (72.5 kg) load for a period of 7 days minimum in a temperature-controlled environment undergoing a temperature change on a 10 hour cycle from ambient room to 130° F (54°). Ambient room temperature is per ASTM E 41.

2) Junction efficiency determined as a percentage of junction performance (EN ISO 13426-1) to perforated strip performance (EN ISO 10319).

3) Typical design value for granular infill material. Consult with manufacturer to confirm value for other types of infill materials.

4) Standard black HDPE strips. For tan/green GEOWEB, hindered amine light stabilizer (HALS) content will be 2.0% by weight of carrier.

5) Predicted to be durable for a minimum of 100 years in natural soil with a pH between 4 and 9 and at a soil temperature ≤ 25°C.

6) 100% of original tensile strength retained following exposure to 370 hours of ultraviolet light and accelerated weathering in accordance with EN 12224.

CE 2895 | 23 UKCA 0338 | 23
ISO 9001:2015 Certified

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ATRA® KEY
GEOWEB® CONNECTION DEVICE
SPECIFICATION

Description:

The ATRA Key is designed to connect GEOWEB Geocell sections either end-to-end or side-to-side through the GEOWEB material slots (I-slots). The ATRA Key features a structurally reinforced handle and frictional barbs to enhance interlock with the GEOWEB surface texture, providing protection against the three primary modes of mechanical junction failure: shearing, splitting, and peeling. The ATRA Key is inserted through aligned I-slots of two adjoining GEOWEB sections and turned 90 degrees to lock the key in position. If removal is required, turn the ATRA Key 90 degrees from the locked position and remove the ATRA Key from the I-slots.

Material: Polymeric Composite Material

Construction: Injection Molded

Color: Black

Dimensions:

Length: 1.31 in. (33.15 mm)

Width: 2.05 in. (52.07 mm)

Thickness: 0.38 in. (9.65 mm)

Pull-Through Strength: 275 lbs. (1.3 kN)

Mechanical Junction Efficiency (Shear, Peel & Separation): 100%

Chemical Resistance: Comprised of nonreactive, chemically inert material

Other Properties: Mildew Resistant, Non-Corrosive

Conductivity: Non-Conductive



Figure 1 ATRA Key



Figure 2 ATRA Key Connection through cell wall I-slot

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FEBRUARY 2025

ATRA® TENDON CLIP
GEOWEB® LOAD TRANSFER DEVICE
SPECIFICATION

Description:

The ATRA® Tendon Clip is a molded, high strength load transfer device with a locking member and post.

The ATRA® Tendon Clip is used to transfer driving gravitational forces from the GEOWEB® cell walls to the tendon and crest anchorage system. The device includes a structurally reinforced post and locking member with frictional barbs for improved interlock with GEOWEB® surface texture. The ATRA® Tendon Clip is inserted through the I-slot and turned 90 degrees to lock the device into place. Once locked into place, the ATRA® Tendon Clip is positioned to facilitate the intended load transfer effect. If removal is required, the ATRA® Tendon Clip may be unlocked and removed by turning 90 degrees from the locked position and removing the device from the I-slots.

When the ATRA Tendon Clip load transfer devices are connected, the complete tendoned GEOWEB system may be efficiently pre-assembled at the crest before expanding the sections down the slope.

Material: Polymeric Composite Material

Construction: Injected Molded

Color: Black

Dimensions:

Length: 3.0 in. (76.2 mm)

Width: 2.75 in. (69.85 mm)

Thickness: 0.5 in. (12.7 mm)

Pull-Thru Resistance: 420 lbs. (1.87 kN)

Chemical Resistance: Comprised of nonreactive, chemically-inert material

Other Properties: Mildew Resistant, Non-Corrosive

Conductivity: Non-Conductive

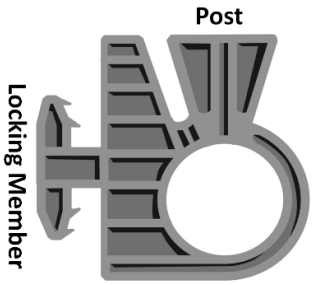


Figure 1. ATRA® Tendon Clip Load Transfer Device.



Figure 2. Inserting the ATRA® Tendon Clip through the GEOWEB Cell Wall I-Slot.

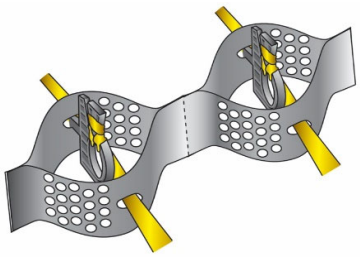


Figure 3. ATRA® Tendon Clip Locked through the GEOWEB Cell I-Slot and Properly Wrapped Tendon to Complete the Load Transfer.

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ATRA® TENDON CLIP

GEOWEB® Load Transfer Device



ATRA Tendon Clips are load transfer devices to transfer driving gravity forces from the GEOWEB cell wall to the tendon and crest anchorage system.

The ATRA Tendon Clip includes structurally reinforced post and locking member with frictional barbs to enhance interlock with the GEOWEB cell wall.

ATRA Tendon Clips can be pre-assembled at the crest of the slope on flat ground improving safety and efficiency.

5 Easy Installation Steps



STEP 1: Locate the cells where the ATRA Tendon Clips will be installed. Insert the locking member of the ATRA Tendon Clip through the slot in the GEOWEB cell wall. Turn the clip 90 degrees to lock.



STEP 2: Pull a few inches of the tendon through the circular opening in the ATRA Tendon clip.



STEP 3: Pull up on the tendon and twist, forming a loop. Allow enough tendon to fit over the post.



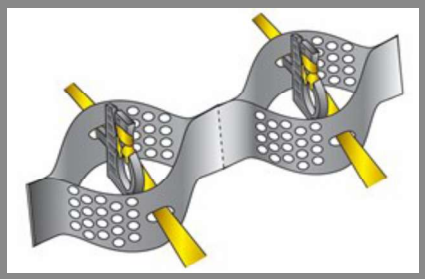
STEP 4: Pull the tendon loop back down over the post.



STEP 5: Pull the tendon so the slack is eliminated and it is tightly secured to the clip.



COMPLETED. ATRA Tendon Clip Load Transfer Connection





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ATRA® SPEED STAKE
GEOWEB® ANCHOR
SPECIFICATION

Description:

The ATRA Speed Stake provides additional anchorage and resistance to sliding and/or uplift forces to GEOWEB sections with or without tendons for crest, toe, and internal anchoring. ATRA Speed Stakes are a one-piece, non-metallic molded anchor used instead of traditional rebar or steel rods when long-term durability is desired in wet or corrosive environments.

ATRA Speed Stakes make a more secure connection with GEOWEB cell walls and allow for driving of anchors with powered ATRA Drivers with ATRA Gad attachment.

Material: Specialty HDPE based polymer alloy

Construction: One-piece injection molded design with integral flanged arms and barbs

Color: Black

Dimensions:

Length: 16 in (40.64 cm) and 20 in (50.8 cm)

Width: 1.92 in (48.77 mm)

Diameter: Tapered diameter from 0.875 in (22.23 mm) to 0.5 in (12.70 mm)

Min Tensile Strength (per ASTM D638): 14.5 kips (100 MPa)

Min Bending Strength: 575 lbf (2,550 N)

Chemical Resistance: Unaffected by Most Acids. Good Resistance to Alkalis.

Other Properties: Weather Resistant, Mildew Resistant, and Non-Corrosive

Conductivity: Non-Conductive



Figure 1 ATRA® Speed Stake



Figure 2 ATRA® Speed Stake & ATRA GAD

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JANUARY 2023

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #25-19
POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

Name of Business:	
Contact Person:	
Email Address:	
Authorized Signature:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1		$
2	Survey / As-builts	LS	1		$
3	Excavation/Romoval Existing Material	LS	1		$
4	Import/Place/Grade Fill	CY	4,000	$	$
5	Non-woven Geotextile Separation Layer	SF	29,000	$	$
6	Geoweb System (Including Atra Speed Stakes & TP-255 Tendons)	SF	33,500	$	$
7	8" PVC Deadman Pipe	LF	825	$	$
8	Top Soil (6")	CY	625	$	$
9	Sod (Rolled Bermuda)	SF	31,000	$	$
10	Liner Membrane	SF	29,000	$	$
				TOTAL PRICE	$

LEGEND:
LS - LUMP SUM
CY - CUBIC YARD
SF - SQUARE FEET
LF - LINEAR FEET

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID
ITB #25-19
POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

City of Port Orange
Purchasing Division
Prepared by: Rita Cooper
Release Date: October 3, 2025

Bid Due Date & Time: November 3, 2025 @ 2:30 PM

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5740
purchdiv@port-orange.org ; www.port-orange.org

Legal Notice to Bidders

ITB #25-19
POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #25-19 Police Department Shooting Range Berm Restoration . Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 PM Eastern Standard Time (EST) on November 3, 2025** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 PM EST in Council Chambers.**

There will be a non-mandatory Pre-Bid Conference and site visit for the project at **8:30 AM EST** on **October 10, 2025** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All attendees to the Pre-Bid Conference and site visit must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and MUST sign in accordingly. Bidders are urged to obtain bid documents and familiarize themselves with the documents prior to the Pre-Bid Conference.

Bidder must include with their submittal a bid guarantee in the form of a bid bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid. If awarded, the Bidder must also be able to obtain both payment and performance bonds equal to one hundred percent (100%) of project value from a surety company licensed in Florida and must submit proof of their present bonding capacity with their submitted bid package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's failure to include the bonding capacity letter with bid package may result in rejection of Bidder's submittal.

DESCRIPTION: ***Restoration of the existing shooting range berms located off Pioneer Trail. This project is to restore the front slope of the berm to ensure long-term stability, erosion control, and continued safe operation of the range.***

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Bidders shall be a certified General Contractor or a certified Underground Utility and Excavation Contractor properly registered and licensed to provide the services identified in the scope of work by all applicable state and local agencies.

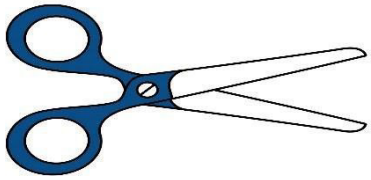
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with Chapter 2, Article VI, Division 2, Section 2-266. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com.

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com .

All questions shall be directed **in writing** to Buyer, Rita Cooper rcooper@port-orange.org and purchdiv@port-orange.org and reference "Questions on ITB #25-19 Police Department Shooting Range Berm Restoration" in the subject line. Last day for questions will be **October 17, 2025 by 5:00 PM 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 Bidders, 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 Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential Bidders, 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 bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID – DO NOT OPEN

SEALED BID NO.: **ITB #25-19**

BID TITLE: **POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION**

DUE DATE/TIME: **NOVEMBER 3, 2025 AT 2:30 PM EST**

SUBMITTED BY: _____
(Name of Company)

BIDDER'S ADDRESS: _____

_____

DELIVER TO: **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
ATTN: RITA COOPER, BUYER
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

DATE/TIME RECEIVED:_____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) to restore the Police Department Shooting Range Berm located at 4031 Pioneer Trail.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division of any language, requirements, etc. or any combination thereof that inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original and one (1) digital (flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Eastern Standard Time)

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of distribution	October 3, 2025
Non-Mandatory Pre-Bid conference and site visit	October 10, 2025 @ 8:30AM
Deadline for questions	October 17, 2025 by 5:00 PM
Addendum posting (if needed)	October 24, 2025
Bids due	November 3, 2025 by 2:30 PM
City Council meeting for approval of Recommendation of Award	To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Rita Cooper, Buyer
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

a. Invitation to Bid (ITB) Number and Title
b. Date of Opening
c. Name of Bidder
d. Address of Bidder

Due to the timing of mail service, the City cautions Bidders to ensure actual delivery of bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone or email shall not be accepted. Also, Bidders are instructed NOT to fax their bid package. **Faxed bids will be rejected as non-responsive regardless of where or when the fax is received.**

All bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

PRE-BID CONFERENCE

There will be a non-mandatory Pre-Bid Conference and site visit 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 attendees to the non-mandatory Pre-Bid Conference and site visit MUST sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly. The site visit will immediately follow the meeting in Council Chambers.

QUESTIONS

All questions shall reference ''ITB #25-19 Police Department Shooting Range Berm Restoration" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Rita Cooper, Buyer
1000 City Center Circle
Port Orange, FL 32129
rcooper@port-orange.org
purchdiv@port-orange.org

ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid due date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received and reviewed. All addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an Acknowledgment of Addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS

Bidders shall be licensed to do business in the State of Florida and shall be certified General Contractor or certified Underground Utility and Excavation Contractor. Bidders must Submit Sunbiz report showing your company registered as "Active" and their valid General Contractor license(s) or valid Underground Utility and Excavation Contractor license(s) with the other required documents listed on *Bidder Submittal Checklist (Form 7.1).*

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided *Professional References* form (Form 7.8). Failure to provide verifiable references may cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

All Bidders are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

SCHEDULE OF UNIT PRICING

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification will negatively affect the evaluation of your bid. If the City has a need to revise the Schedule of Unit Pricing prior to the bid submittal deadline, it will do so in a published addendum. If the City does revise the Schedule of Unit Pricing, bidders **must** complete and return the City issued revised version of the Schedule of

Unit Pricing. If bidder does NOT complete and return the City issued revised version of the Schedule of Unit Pricing their bid submittal will be deemed non-responsive.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the *Bidder's Acknowledgement* (Form 7.2).

BID SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Bidder shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Bidders. Upon opening, bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS

Correction of inadvertently erroneous bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their bids after the opening time and date.

WITHDRAWAL OF BIDS

NO bid shall be withdrawn for a period of one-hundred-twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder in preparing their bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

LITIGATION HISTORY

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non- responsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS

The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's 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 Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER

The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

CONTRACTORS RESPONSIBILITY:

- Provide all labor, equipment, materials, and supervision to complete the project in full in accordance with the Attachment 1, Attachment 2, Attachment 3, Attachment 4, and Attachment 5.
- Contractor to include all survey necessary for construction layout and as-built drawings
- Dispose of any excess or unsuitable materials off-site at an approved location.
- Protect all adjacent areas from damage and restore any disturbed surfaces.

REGRADING OF FRONT SLOPE

- Import, place and grade fill material necessary to achieve final grades as shown on Sheets C1 & C2 and quantified.
- Reshape and stabilize the front face of the existing earthen berm to restore the intended slope profile and surface condition.
- Grading work must ensure consistent slope, proper drainage, and adequate compaction.

INSTALLATION OF GEOWEB SYSTEM

- Furnish and install a geocell/geoweb soil stabilization system on the regraded front slope. The Geoweb System includes all work, equipment, and materials necessary for the installation of the GEOWEB GW30V6 Panels Filled with topsoil, 8-inch solid wall PVC Deadman, Atra Speed Stakes, TP-225 Tendons, Non-woven geotextile separation layer, and the geotextile liner membrane.
- Installation must be performed per manufacturer specifications, including proper anchoring and infill as shown on Sheets C1 & C2 and Attachment 4.

RESODDING

- Import and fill Geoweb Panels with 6-inches of topsoil.
- Provide and install rolled Bermuda sod over the geoweb system and any disturbed areas.
- Include soil preparation and any necessary watering to ensure vegetation takes hold.

Refer to (Attachment 2) “Sheet C1 and Sheet C2” Plans, (Attachment 3) “Geotechnical Evaluation”, (Attachment 4) “GEOWEB Installation Guideline” and (Attachment 5) “Slope Protection System – GEOWEB” published on the City’s webpage @ www.port-orange.org/bids.aspx and www.demandstar.com.

[Remainder of page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget fora fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These terms and conditions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. These General Terms and Conditions apply to all advertised Solicitations; however, said terms and conditions may be superseded, in whole or in part, by Section 6, Special Requirements/Instructions.

1. **ACCEPTANCE BY CITY**

   The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by the Bidder. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDA**

   When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders must acknowledge all addenda by completing Form 7.3 *Addendum and Change Order Procedure Acknowledgement* and include it in the returned response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the response. It is the responsibility of the Bidder to ensure all addenda have been received and reviewed prior to submitting a bid. All addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at https://www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the solicitation response due date. Bidders should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to the solicitation. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

   Products, materials and goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

   By submitting a response to a formal solicitation, the Bidder affirms that this response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a response for the same materials, supplies, or equipment, and that the response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign the response for the bidding company/firm. In submitting a response to the City of Port Orange, the Bidder offers and agrees that if the response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

   In connection with the furnishing of supplies or performance of work under the contract, the Bidder agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release the Bidder from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that it, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Recommendation for award will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Manual. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all bids, or to waive any informality or technicality in bids received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, bid or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a contract will be awarded, or Purchase Order issued to the lowest responsive and responsible Bidder within the time designated in the contract documents. The Bidder(s) to whom the award is made shall execute the contract(s) and return it, together with the properly executed bonds and insurance certificates to the City within the time specified.

10. **BID RETURNS**

Bidders shall return all completed responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidders unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, statements, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the

formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
c. If the protestor disagrees, he/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 protester.

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.
c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, proposal or quote.

14. **BONDS**

If this solicitation requires submission of bid guarantee and payment 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.

Depending on the amount and/or nature of the work to be performed, a Payment and Performance Bond may be requested and 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 awarded Bidder's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida law. The City will bill the cost of recording to the awarded Bidder. Unsuccessful respondents are entitled to the return of their bid bond. A successful respondent shall forfeit any surety required by the Purchasing Manager upon failure of the respondent to enter into a contract within the time specified after the award of bid.

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the supplier/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 awarded Bidder receives an executed Purchase Order for the requested change.

17. **CHANGE ORDER REQUEST NOTIFICATION**

The awarded Bidder is responsible for giving the City of Port Orange, prior to the contract expiration date, at least forty-five (45) calendar days of advance notice for any anticipated changes in price greater than $25,000, and any changes in time and/or scope of the awarded contract. The Bidder shall not continue to provide services past the contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

Upon completion of the delivery of materials, the Bidder shall restore any/all public and private property which may have been damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Bidder shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Bidder shall make all repairs and restorations at his/her expense.

19. **CONDUCT OF BIDDERS**

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written staff recommendation (Notice of Intent to Award) for selection of a Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Division. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members or the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly 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.

21. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

22. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

23. **CONTRACT OBLIGATION**

Except as otherwise stated herein, the City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder. Any price escalations are limited to those stated by the Bidder on the original response.

25. **COPYRIGHT AND PATENT RIGHTS**

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this response, and successful Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY BIDDER**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Bidder. If the Bidder is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

In the event of default by the Bidder, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder responsible for excess costs incurred as a result. If a Bidder defaults on a City contract, the City Council may elect to refrain from doing business with the Bidder for a period of 36 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the solicitation or the purchase order and bears the risk of loss until delivery. If this solicitation or purchase order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions

contained in the solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this competitive solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

In determining the lowest and best responsible Bidder, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder to perform the contract.
b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the solicitation.

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after non-response from that Bidder for three (3) consecutive solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all responses may be rejected if the City believes that collusion exists among the Bidders. Responses in which the prices are obviously unbalanced may be rejected. If multiple responses are submitted by a Bidder and after the responses are opened one of the responses is withdrawn, the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiple responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all solicitation requirements, delivery and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange

Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any response.

35. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder on Form 7.2 *Bidder's Acknowledgement* included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

36. **E-VERIFY**

Bidders shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.12 *E-Verify Affidavit* and include it in the returned bid package. Failure to include the affidavit may result in rejection of the bid.

37. **FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any time.

38. **FAILURE TO RESPOND**

If the Bidder elects not to bid, the City requests that Bidder return the enclosed Form 7.15 *No Submittal Response* by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting Form 7.15 *No Submittal Response*, three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

39. **FINANCIAL STABILITY**

Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement **and** the latest Dunn & Bradstreet report will be accepted in lieu thereof.

40. **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.

41. **FOREIGN COUNTRIES OF CONCERN**

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: a) the entity is owned by the government of a foreign country of concern to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional

counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $35,000.00 must have a signed, notarized *Sworn Statement of Public Entity Crimes* (Form 7.5) contained herein to comply with Section 287.133(3)(a), Florida Statutes. Also required is the *Drug- Free Preference Statement* (Form 7.4) also contained herein to comply with Section 287.087, Florida Statutes.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Bidder understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Bidder agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The Bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Bidder who has or had a contract with the City and performance is or was not satisfactory, the other tied Bidder is awarded.
- Drug free workplace policy in place.

47. **INDEMNIFICATION/HOLD HARMLESS**

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

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

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe

benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the response as inadequate and non-responsive.

50. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days of written notice by the Bidder to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.

51. **INSURANCE REQUIREMENTS**

Bidder shall maintain insurance, as required herein, during the life of this contract. Bidder shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Bidder shall be primary and non- contributory. All insurance coverages of the Bidder shall not seek contribution from any other insurance or self- insurance available to the City. For workers' compensation coverage, the Bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's *Leased Employee Affidavit* contained herein. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days of prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase the insurance coverage requirement as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the contract.

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 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 work under $200,000 unless otherwise requested by the Department Head.		
	Unless otherwise required by law, City Manager waives insurance for FOB goods only purchases.		

52. **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 to 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 contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

53. **IRREVOCABILITY OF RESPONSES**

Each Bidder agrees that responses shall remain open until the contract effective date not to exceed 90 days after the award selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder.

54. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

55. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

56. **LICENSES, PERMITS AND TAXES**

The Bidder shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Bidder shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

57. **LITERATURE (if applicable):**

If no brand, model or make is specified, Bidders shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services Bidder proposes to furnish.

58. **LOCAL PREFERENCE**

The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/. A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation.

59. **MAINTENANCE**

If maintenance is required for equipment purchased as a result of this solicitation, it is preferred that such maintenance be available to the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Schedule of Unit Pricing form for the solicitation. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

60. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and

the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

61. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

62. **NON-EXCLUSIVITY OF CONTRACT**

The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

63. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

64. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

65. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

66. **PATENTS/COPYRIGHTS**

The successful Bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

67. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

68. **PREPARATION OF RESPONSES**

In preparing responses, the Schedule of Unit Pricing form, the Bid Bond form (when a Bid Bond is required as bid security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. The prescribed Schedule of Unit Prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the solicitation. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the submittal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

69. **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.

70. **PRICING**

Responses may not be withdrawn before the expiration of one-hundred-twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one-hundred-twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Schedule of Unit Pricing form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit a price for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

71. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and estimated quantities provided on the Schedule of Unit Pricing are for bidding purposes only and are not guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

72. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

73. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the contractor during the term of contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

74. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Bidder list.

75. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

76. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitors' bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

77. **PURCHASE ORDER AND DELIVERY**

The successful Bidder shall not deliver products or provide services without a City of Port Orange purchase order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

78. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

79. **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.

80. **RECORDS/AUDIT**

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

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

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

81. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

82. **REJECTING OF RESPONSES/RE-BIDDING**

The City reserves the right to accept or reject any or all responses or parts of responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all responses. If the lowest and best response exceeds the budgeted amount and the City Council does not make additional funds available, the Purchasing Division with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

83. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the solicitation and subsequent contract.

84. **REVIEW OF RESPONSES/SUBMISSIONS**

Each response will be reviewed to determine if the response is responsive to the submission requirements outlined in the solicitation. A responsive response is one which follows the requirements of the solicitation, includes all required documentation, is submitted in the format outlined in the solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

85. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one-hundred-twenty (120) days from the response due date.

86. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All responses, inquiries, or correspondence relating to or in reference to a solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.

87. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar

with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

88. **SAMPLES**

Samples, when requested, must be furnished at, or before the bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

89. **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 *Scrutinized Companies Certification* (Form 7.10), certifying the contractor's compliance with this section, prior to the execution of this contract.

90. **SEPARATION AND DISTRUBUTION**

The solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

91. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

92. **SIGNATURE REQUIRED**

All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

93. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

94. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

95. **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.

96. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Bidders shall use the solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder

in ink. Responses shall be submitted by mail or hand delivery only. No response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, City of Port Orange, Attn: Purchasing Division, 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 PM EST on the date indicated in the solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be opened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

97. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Proposer to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the solicitation. Information concerning certification with the Secretary of State may be obtained at https://dos.myflorida.com/sunbiz/manage-business/certification/. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

98. **SUBCONTRACTING**

The awarded Bidder will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

99. **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

100. **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.

101. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time-period, the term will be given in the bid specifications.

102. **TERMINATION**

For Convenience: The City of Port Orange reserves the right to terminate the 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. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, postmarked or delivered to the contractor at least thirty (30) days prior to the date of termination, and specifically setting forth the effective date of termination.

For Default: The City may terminate the contract if the contractor breaches any of the terms therein, including, but not limited to, warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but is not

limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. 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 contractor responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the contractor as stipulated in City Code 2-276 Suspension and Disbarment.

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

103. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the purchase order as a "Deliver To:" address.

104. **UNBALANCED BID**

A mathematically unbalanced bid is when a Bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced bids will be rejected if the prices are deemed materially unbalanced.

105. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate solicitation form(s) included in the solicitation. All blanks on the solicitation forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the solicitation forms. Failure to fully complete the appropriate solicitation forms may result in disqualification of the response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional solicitation form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or entity must be that of an officer, partner or a sole proprietor of the entity making the response. The original response, and each copy submitted shall contain an original signature on the *Bidder's Acknowledgement Form* contained in each solicitation.

106. **VARIANCES**

For purposes of response evaluation, Bidders must indicate any variances, no matter how slight, contained in the response. No variations or exceptions by a Bidder will be considered or deemed a part of the response submitted unless such variances or exceptions are listed in the response and referenced in the space provided on the response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a response, the City does not necessarily accept any variances contained in the response. All variances submitted are subject to review and approval by the City. If any response contains material variances that, in the City's sole opinion, make that response conditional in nature, the City reserves the right to reject the response or part of the response that is declared, by the City, as conditional.

107. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive responses will be considered. However, the City reserves the right to waive formalities or informalities in responses, to reject, with or without cause, any or all responses or portions of responses, or to interview or not interview individual Bidders, and to accept any responses or portions of responses deemed to be in the best interest of the City.

The City Council shall grant the City Manager the ability to waive any and all non-substantial irregularities in any and all formal solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

108. **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. Bidders may not limit or exclude any implied warranties. The Bidder warrants that products sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

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

AWARD RECOMMENDATION:
It is the intent of the City to award a contract to the lowest responsive and responsible Bidder as outlined in Section 2 and (Attachment 1) Schedule of Unit Pricing.

CONTRACT TERM:
Three hundred sixty-five (365) days from issuance of a Notice to Proceed from the City for substantial completion for the term of the contract.

ELIGIBILITY OF BIDDER:
Bidders shall be licensed to do business in the State of Florida and shall be certified General Contractor or certified Underground Utility and Excavation Contractor. Bidders must Submit Sunbiz report showing your company registered as "Active" and their valid General Contractor license(s) or valid Underground Utility and Excavation Contractor license(s) with the other required documents listed on *Bidder Submittal Checklist (Form 7.1).*

PROOF OF E-VERIFY REGISTRATION
Bidders who do not include proof of E-Verify registration with Form 7.12 *E-Verify Affidavit* may be deemed non-responsive. Bidders must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile).

LICENSES AND PERMITS
Bidder is responsible for all applicable local and state licenses, permits and fees.

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

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

BID BONDS:
The Bidder must submit with their bid package a certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the Bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid. If submitting a bid bond in lieu of a certified check or bank draft, the original bid bond must be included with bid submittal. If submitting a bid bond in lieu of a certified check or bank draft, Bidders who do not include their original bid bond with their submittal may be deemed non-responsive.

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.

SITE CONDITIONS AND ACCESS
The shooting range will be closed during the duration of the construction. The General Contractor shall coordinate access, security, and working hours with the City of Port Orange and dispose of any excess or unsuitable materials off-site at an approved location. General Contractor is responsible for always maintaining a clean and safe worksite.

SAFETY:
The awarded Bidder will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. The awarded Bidder 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 awarded Bidder to repair any damages incurred in the area directly related to the services being provided as described herein. When damages occur, the City of Port Orange Representative is to be notified immediately (within an hour of the occurrence) and shall inspect the repairs upon completion.

[Remainder of page left intentionally blank]

Compliance with Other Federal Standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.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 asset 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.

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SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

____ Form 7.2 – Bidder's Acknowledgement

____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

____ Form 7.4 – Drug Free Preference Statement

____ Form 7.5 – Public Entity Crimes Statement

____ Form 7.6 – Anti-Collusion

____ Form 7.7 – Statement of Bidder's Qualifications

____ Form 7.8 – Professional References for Previous Experience

____ Form 7.9 – List of Subcontractors

____ Form 7.10 – Scrutinized Companies Certification

____ Form 7.11 – Local Business Affidavit of Eligibility

____ Form 7.12 – E-Verify Affidavit

____ Form 7.13 – Debarment, Suspension and Other Responsibility Matters

____ Form 7.14 – Affidavit of Compliance with Section 287.138, Florida Statutes

____ Form 7.15 – No Submittal Response

____ Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

____ (Attachment 1) – Schedule of Unit Pricing

____ Current Bonding Capacity Letter (as outlined in Section 6)

____ Copy of all currently held General Contractor or Underground Utility or Excavation Contractor and Sunbiz License(s)

____ Copy of all other currently held licenses

____ Current tax receipt for Bidder's municipality

____ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

_____ _____

Name of Business Mailing Address

_____ _____

Authorized Signature City, State & Zip Code

_____ _____

Printed Name and Title Telephone Number

_____ _____

Federal Identification No. E-mail Address

STATE OF:_____ COUNTY OF: _____

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

_____ day of _____, 2025, 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 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement 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 _____, 2025, 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 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, 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 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Offeror or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

_____
Name of Business

_____
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 _____, 2025, 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 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

NO bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the approximate 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. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

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 Bidder'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 _____, 2025, 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 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

This document must be completed and returned with your submittal

FORM 7.10 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

STATE OF FLORIDA COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

Project# *(as applicable)*: _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City,State,Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐Headquarters ☐Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☐Volusia County ☐State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐Corporation ☐LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

Exemptions from Local Preference
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

As an authorized representative of the Firm, I certify that this Firm complies fully with the above requirements.

_____
Name of Business

_____
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 _____, 2025, 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 7.12 – 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 _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions

(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal 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	Bid Number or Project Name
_____	_____
Name and Title of Authorized Representative	Signature Date

This document must be completed and returned with your Submittal

FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

FORM 7.15 – NO BID RESPONSE

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

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

Solicitation: ITB #25-19 Police Department Shooting Range Berm Restoration

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: _____

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
ITB #25-19
POLICE DEPARTMENT SHOOTING RANGE BERM RESTORATION

Name of Business:	
Contact Person:	
Email Address:	
Authorized Signature:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1		$
2	Survey / As-builts	LS	1		$
3	Excavation/Romoval Existing Material	LS	1		$
4	Import/Place/Grade Fill	CY	4,000	$	$
5	Non-woven Geotextile Separation Layer	SF	29,000	$	$
6	Geoweb System (Including Atra Speed Stakes & TP-255 Tendons)	SF	33,500	$	$
7	8" PVC Deadman Pipe	LF	825	$	$
8	Top Soil (6")	CY	625	$	$
9	Sod (Rolled Bermuda)	SF	31,000	$	$
10	Liner Membrane	SF	29,000	$	$
				TOTAL PRICE	$

LEGEND:
LS - LUMP SUM
CY - CUBIC YARD
SF - SQUARE FEET
LF - LINEAR FEET

BID BOND

BID BOND

Bond No.:

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

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated_____, 20_____ , for:

Project Name/Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.:_____ NAIC No.:_____

STATE OF _____

COUNTY OF _____

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

_____
Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2025, 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:

END OF BID BOND

This document must be completed and returned with your Submittal

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____

Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: 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.

DRAFT

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to_____, aFlorida 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 Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Police Department Duct/HVAC Mold Remediation, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this__, day of_____, 20___.

Attest:

_____
(Principal)

_____ 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 executeBOND. 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 asamended) and be authorized to transact business in the State of Florida.

DRAFT

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT #_____

☐ I hereby certify that I do not utilize an employee leasing company or employ leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of sail Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By:_____

Name:_____

CONTRACTOR:

Company:_____

By:_____

Name/Title: _____

Sworn to/Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____

NOTARY PUBLIC – STATE OF

Type or Print Name:_____

Commission No.: _____

Commission Expires:_____

(Seal)

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.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
   (Title) **(Business Name)**
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

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

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2023**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, 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 _____, and as more specifically described in Intent to Bid XX-XX ("ITB XX-XX"). This Contract together with ITB XX-XX, Addenda, Exhibit "A" _____, 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 _____ Scope of Work, Addenda of ITB XX-XX and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB XX-XX is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of XXXX (X) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to XXXX (X) one-year periods.

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

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services, or require the City to place any orders for goods or services. The City will issue a Purchase Order and a Task Authorization with a Payment and Performance Bond. The City will issue written electronic authorization in the form of a Notice to Proceed for the services described hereinabove. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and bond via facsimile or e-mail within 36 hours of the City's delivery thereof. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

SAMPLE

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 are attached as Exhibit "2," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Public Works Director, _____, 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.

SAMPLE

(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 24 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 closeout of the FEMA grant , have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

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

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

SAMPLE

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. 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

SAMPLE

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.

[Remainder of Page Left Blank]

SAMPLE

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	
[This area left blank intentionally]			

SAMPLE

	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 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
	City Manager waives Payment and Performance Bond for work under $200,000.00		
	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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.

SAMPLE

(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

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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. *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.

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24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, 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.

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

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

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

28. *Compliance with Other Federal Standards.*

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Contractor 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 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.

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(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

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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 29C.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. 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 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

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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.

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(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.

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(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).

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(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

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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.

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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.

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(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

SAMPLE

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

SAMPLE

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.

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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*, 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 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

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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

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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, 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 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,

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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.

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(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). Said certification is included in the solicitation and made a part hereof by reference.

29. *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.

30. *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: _____, _____ Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

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Contractor: _____
Attention: _____, _____
_____
_____
_____
(___) ___-_____ - Telephone
_____@_____ - E-Mail

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

31. *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.

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

Witnesses:

_____

Printed Name:_____

_____

Printed Name:_____

_____

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

Date_____

CITY OF PORT ORANGE

By:_____
Donald O. Burnette, Mayor

Date:_____

ATTEST:

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

Date:_____

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End of Solicitation Documents

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B7) Authorize the Port Orange Police Department to enter into a Memorandum of Understanding with the United States Department of Veterans Affairs, Orlando Care System

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve and authorize the Memorandum of Understanding as presented and authorize the Chief of Police to execute the same on behalf of the City and the Port Orange Police Department.

SUMMARY: The Daytona Beach Psychosocial Rehabilitation and Recovery Center (PRRC) is located at 3731 S. Clyde Morris Blvd in Port Orange. The Daytona Beach PRRC provides primary, specialty, and extended care to veterans throughout the region, including Port Orange. The mission of the Daytona Beach PRRC is to provide timely, efficient, ethical, safe, compassionate, and quality health care to veteran patients.

The Orlando VAHCS Police Service has proprietary jurisdiction with the Federal Government over Daytona Beach PRRC hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and State laws with VA Police on Daytona Beach PRRC properties.

Therefore, this Memorandum of Understanding (MOU) is to establish general working relationships between the Orlando VAHCS Police Service and the Port Orange Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at the Orlando VAHCS, Daytona Beach PRRC.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	Orlando VAHCS MOU - Port Orange	Orlando VAHCS MOU - Port Orange.pdf

Manuel Marino Created/Initiated - 01/15/2026

Manuel Marino	Approved - 01/15/2026
Sue Wang	Approved - 01/15/2026
Matthew Jones	Approved - 01/20/2026
Wayne Clark	Final Approval - 01/23/2026

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, ORLANDO CARE SYSTEM
AND
PORT ORANGE POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Orlando Healthcare System (Orlando VAHCS) and the Port Orange Police Department, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the Orlando VAHCS Police Service and Port Orange Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Orlando VAHCS, Daytona Beach Psychosocial Rehabilitation and Recovery Center (PRRC) which is located at 3731 S. Clyde Morris Blvd, Port Orange, FL 32129.

2. REFERENCES.

a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000

3. GENERAL.

a. The Daytona Beach PRRC, is located in the city of Port Orange, Florida. The Daytona Beach PRRC provides primary, specialty, and extended care to Veterans throughout the city of Port Orange, Florida. The mission of the Daytona Beach PRRC is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

b. The Orlando VAHCS Police Service has proprietary jurisdiction with the Federal Government over Daytona Beach PRRC hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and State laws with VA Police on Daytona Beach PRRC properties.

4. RESPONSIBILITIES.

a. Orlando VAHCS Police Service, Daytona Beach PRRC will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the Daytona Beach PRRC, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the Orlando VAHCS, Daytona Beach PRRC.

b. Port Orange Police Department will:

(1) Respond to Orlando VAHCS Police Service, Daytona Beach PRRC requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Orlando VAHCS, Daytona Beach PRRC on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Port Orange Police Department central dispatch channels and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the City of Port Orange.

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Port Orange Police Department may provide investigative assistance to Orlando VAHCS Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis

Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION

a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS ORLANDO HEALTHCARE SYSTEM

NICHOLAS AMEN
Digitally signed by NICHOLAS AMEN
Date: 2025.12.30 14:36:50 -05'00'

Nicholas R. Amen
Chief of Police
Orlando VA Health Care System

12/30/25
Date

TIMOTHY COOKE
Digitally signed by TIMOTHY COOKE
Date: 2026.01.12 15:18:13 -05'00'

Timothy J. Cooke
Medical Center Director/CEO
Orlando VA Health Care System

Date

FOR PORT ORANGE POLICE DEPARTMENT

Manuel Marino
Port Orange Chief of Police

Date

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B8) Ratification of the Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to ratify the Mutual Aid Agreement for Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida.

SUMMARY: The Mutual Aid Agreement (MAA) for Combined Operational Assistance and Voluntary Cooperation Agreement for Volusia County, Florida allows the subscribing law enforcement agencies, which are located in such close proximity to each other, that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1. Intensive situations, including but not limited to emergencies as defined under Section 252.34, Florida Statutes.

2. Continuing, multi-jurisdictional law enforcement problems, to protect the public's peace and safety, and preserve the lives and property of the people.

The Volusia Sheriff's Office, Daytona Beach Police Department; Daytona Beach Shores Department of Public Safety; DeLand Police Department; Edgewater Police Department; Holly Hill Police Department; Lake Helen Police Department; New Smyrna Beach Police Department; Orange City Police Department; Ormond Beach Police Department; Port Orange Police Department; Ponce Inlet Police Department; and South Daytona Police Department, have the authority under Section 23.12, Florida Statutes (et seq.), the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

2. Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	FINAL 01062026 COMBINED MUTUAL AID AGREEMENT 2025	FINAL 01062026 COMBINED MUTUAL AID AGREEMENT 2025.pdf

Amanda Bonin	Created/Initiated - 01/15/2026
Manuel Marino	Approved - 01/15/2026
Sue Wang	Approved - 01/21/2026
Matthew Jones	Approved - 01/21/2026
Wayne Clark	Final Approval - 01/23/2026

MUTUAL AID AGREEMENT

COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT FOR VOLUSIA COUNTY, FLORIDA

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1. Intensive situations including but not limited to emergencies as defined under Section 252.34, Florida Statutes and
2. Continuing, multi-jurisdictional law enforcement problems, so as to protect the public's peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Volusia Sheriff's Office, Daytona Beach Police Department; Daytona Beach Shores Department of Public Safety; DeLand Police Department; Edgewater Police Department; Holly Hill Police Department; Lake Helen Police Department; New Smyrna Beach Police Department; Orange City Police Department; Ormond Beach Police Department; Port Orange Police Department; Ponce Inlet Police Department; and South Daytona Police Department, have the authority under Section 23.12, Florida Statutes (et seq.), the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;

2. Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

JURISDICTION: The jurisdiction under this agreement exists throughout the territorial limits of the participating municipalities, those municipalities that contract law enforcement services with the Volusia Sheriff's Office, and the unincorporated areas of Volusia County. Any law enforcement officer of any of the participating agencies shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in any law enforcement activity (preplanned or unplanned) that is requested and approved under the terms of this agreement or dispatched in response to a request for assistance from any other participating agency. Under this agreement, any law enforcement officer of a participating agency shall have the authority to operate, subject to the terms of the agreement, throughout the territorial jurisdiction of the agreement even if outside of the officer's primary jurisdiction. Any law enforcement officer of a participating agency shall, when engaging in authorized mutual cooperation and assistance pursuant to this agreement, have the same powers, duties, rights, privileges and immunities as if the law enforcement officer were performing duties inside the political subdivision of his/her normal primary jurisdiction. Notwithstanding, the Volusia Sheriff's Office's jurisdiction, pursuant to Section 30.15(5)(a), Florida Statutes, runs throughout the entire county regardless of whether there are incorporated cities or other independent districts or governmental entities in the county.

NOW, THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but is not necessarily limited to,

investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and joint multi-jurisdictional preplanned law enforcement operations, including but not limited to: traffic/vessel enforcement, drug enforcement task forces, and/or joint investigations.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with terrorist activities, acts of sabotage, hostage and barricaded subject situations, civil disturbances, large demonstrations, aircraft disasters, fires, natural or man-made disasters, control of major crime scenes, area searches, perimeter control, pursuits, missing persons calls, high profile trials, sporting events, Spring Break, motorcycle weeks, automobile race events, concerts, parades, community events, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement needs assistance, either of a voluntary cooperation or operational assistance nature, the agency head or designee of the requesting agency shall notify the agency head or designee of the agency from whom such assistance is required/requested. The agency head or designee of the agency whose assistance is sought shall evaluate the situation and the request, the agency's available resources, consult with supervisors as necessary and respond in an appropriate manner. The agency head or designee in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to

grant mutual aid or receive mutual aid may be made verbally or in writing as the particular situation dictates.

Exigent Circumstances: In the event of exigent circumstances or other situations which precludes a formal request, any sworn member of the requesting agency may request such assistance directly from a sworn member of another participating agency. Such request may be made verbally, in writing, or by use of radio communication. As soon as the situation allows, the requesting officer shall notify his/her supervisor of the existence of the request and the basis for it.

Official Business Outside of Jurisdiction: Should a sworn law enforcement officer of a participating agency be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said officer, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, the officer shall, as soon as possible, notify the agency having normal primary jurisdiction and upon arrival of officers with normal primary jurisdiction, turn the situation over to them and shall provide any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. **This provision is not intended to and does not grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal primary jurisdiction, but is intended to address critical, life threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter. The agency head's decision in these matters shall be final.**

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the requesting agency.

Conflicts: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has arisen as a result of cooperative effort as it may pertain to this agreement, the agency head or designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or designee of the assisting agency for

administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of its own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Members of the participating agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state under the terms of this agreement shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing duties inside the political subdivision in which they are normally employed.

2. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.

3. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

4. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and

maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of the officers, agents, or employees of the agencies when performing their respective public duties apply to them to the same degree, manner and extent while engaged in the performance of their duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer and reserve employees.

6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: CONCURRENT JURISDICTION

Whereas, it is to the mutual benefit of the subscribing law enforcement agencies, rendering assistance and/or conducting law enforcement activities, preplanned or unplanned, pursuant to this agreement, to exercise jurisdiction in and throughout the territorial limits of participating municipalities, those municipalities that contract law enforcement services with the Volusia Sheriff's Office, and the unincorporated areas of Volusia County, Florida, the subscribing parties agree as follows and mandate their agency personnel to strict compliance with requirements of this agreement for officer safety, case integrity and agency cooperation:

1. **Arrests**: Participating agency law enforcement officers are authorized to make arrests for felonies, misdemeanors, including arrestable traffic offenses, when operating under this

agreement, in and throughout the territorial limits of participating municipalities and unincorporated areas within Volusia County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Mutual Aid Agreement. Authority derived pursuant to this subparagraph may be exercised only in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. No participating agency law enforcement officer is authorized, when operating under this agreement, to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, absent a search warrant or constitutional exigent circumstances.

2. **Search Warrants**: When operating under this agreement, participating agency law enforcement officers may execute search warrants outside the normal primary jurisdiction of their employing municipality for offenses which occurred in the territory of their normal primary jurisdiction only after receiving permission from the other agency.

3. **Crime Scene Perimeters**: Participating agency law enforcement officers are authorized to establish a crime scene perimeter or area of containment for the securing of a crime scene or apprehension of suspects.

4. **Surveillance Operations**: Participating agency law enforcement officers are authorized to conduct mobile and stationary surveillance, provided that appropriate notification is given including the general location of the surveillance, targets of the surveillance and a description of the vehicles involved.

5. **Traffic Enforcement**: Participating agency law enforcement officers are authorized to enforce Florida traffic statutes on roadways contiguous to and forming the border between participating law enforcement agency jurisdictions. Participating agency law enforcement officers

are also authorized to investigate and arrest any individual(s) found to be in violation of the Florida criminal statutes who has been identified as a result of enforcement of the Florida traffic statutes. For purposes of this agreement, "roadway" is defined as the paved portion subject to vehicular travel and the right-of-way constituting the "shoulder" of the road. Participating agency law enforcement officers are also authorized to enforce Florida traffic statutes when operating under this agreement, in and throughout the territorial limits of participating municipalities and unincorporated areas within Volusia County, Florida, excluding those areas within the territorial limits of municipalities not participating in this Mutual Aid Agreement.

6. **Radio Communications:** The Volusia Sheriff's Office is the provider agency for all county-wide consolidated public safety communications and is responsible for tracking and recording all radio communications relating to assistance provided. Operational radio channel will be determined by the Volusia Sheriff's Office Command Director and agency heads will be notified annually of the radio channels.

7. **General Requirements**:

A. Prior to taking any enforcement action, the officer, who does not have jurisdiction, shall notify the agency in the jurisdiction where the action will be taken, unless exigent circumstances prevent such prior notification. In this case, notification shall be made as soon after the action as possible.

B. Prior to executing a search warrant under this agreement, outside an agency's jurisdiction, the officer, who does not have jurisdiction, shall contact the jurisdiction's point of contact and the Volusia Sheriff's Office point of contact to coordinate the operation. Event deconfliction will be conducted through Case Explorer. Notification shall be made to the Watch Commander on duty in the area of responsibility where the search warrant will be executed prior to its execution.

C. Prior to conducting stationary/mobile surveillance outside the officer's jurisdiction the officer shall conduct an event deconfliction through Case Explorer covering the location/areas under surveillance, target of surveillance and any other information necessary for deconfliction.

D. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits, except in the event of an emergency, exigent circumstances or when authorized in a preplanned operation.

E. This agreement includes preplanned and unplanned operations, undercover investigations, stings or sweeps coordinated and approved by the Volusia Sheriff's Office.

F. Participating agency law enforcement officers shall not conduct any routine patrol activities outside of their jurisdiction unless authorized by any voluntary cooperation or operational assistance request under this agreement.

G. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.

H. All provisions of the Volusia County Mutual Aid Agreement shall be in full force and effect as they relate to concurrent jurisdiction.

SECTION VIII: INSURANCE COVERAGE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 1, 2030**, unless terminated prior thereto by any or all of the parties here. Under no circumstances may this agreement be renewed, amended, or extended except in writing. This agreement when fully executed and filed with the Florida Department of Law Enforcement shall supersede any prior versions of this agreement.

SECTION X: CANCELLATION

Any party to this agreement may withdraw from participation by providing each other party with written notice of withdrawal which date shall be specified in the notice. Furthermore, any party wishing to withdraw from participation with one or more other parties may terminate voluntary cooperation with said party(ies) by providing written notice of termination to the affected party(ies) and the Volusia Sheriff's Office. Should this occur, voluntary cooperation shall remain in force only with respect to the remaining participants. The Volusia Sheriff's Office shall keep all concerned agencies advised as to current parties to this Mutual Aid Agreement.

SECTION XI: COUNTERPARTS

This agreement may be executed in counterparts, whether scanned, faxed or electronically signed, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each Party hereto shall deliver original counterpart signatures to Volusia Sheriff's Office no later than **January 15, 2026**, by email to officeofthegeneralcounsel@volusiasheriff.gov.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

For the Volusia Sheriff's Office:

_____	_____
Michael J. Chitwood, Sheriff Volusia County	Date signed

For the Daytona Beach Police Department:

_____ _____

Jakari Young, Chief
Daytona Beach Police Department

Date signed

For the City of Daytona Beach:

_____ _____

Deric C. Feacher, City Manager
City of Daytona Beach

Date signed

For the Daytona Beach Shores Dept. of Public Safety:

_____ _____

Michael Fowler, Director Date signed
Daytona Beach Shores Dept. of Public Safety

For the City of Daytona Beach Shores:

_____	_____
Interim City Manager or Designee City of Daytona Beach Shores	Date signed

For the DeLand Police Department:

_____ _____

Jason D. Umberger, Chief
DeLand Police Department

Date signed

For the City of DeLand:

_____ _____

Michael Pleus, City Manager
City of DeLand

Date signed

For the Edgewater Police Department:

_____ _____

Joseph P. Mahoney, Chief
Edgewater Police Department

Date signed

For the City of Edgewater:

_____ _____

Interim City Manager or Designee
City of Edgewater

Date signed

For the Holly Hill Police Department:

_____ _____

Byron K. Williams, Chief Date signed
Holly Hill Police Department

For the City of Holly Hill:

_____ _____

Joseph Forte, City Manager
City of Holly Hill

Date signed

For the Lake Helen Police Department:

_____ _____

Robert Mullins, Chief Date signed
Lake Helen Police Department

For the City of Lake Helen:

_____ _____

Jim Gleason, City Administrator Date signed
City of Lake Helen

For the New Smyrna Beach Police Department:

_____	_____
Chris Kirk, Chief New Smyrna Beach Police Department	Date signed

For the City of New Smyrna Beach:

_____	_____
Kevin Cowper, City Manager City of New Smyrna Beach	Date signed

For the Orange City Police Department:

_____	_____
Wayne Miller, Chief Orange City Police Department	Date signed

For the City of Orange City:

_____	_____
Christine Davis, Interim City Manager City of Orange City	Date signed

For the Ormond Beach Police Department:

_____ _____

Robert Jesse Godfrey, Chief Date signed
Ormond Beach Police Department

For the City of Ormond Beach:

_____	_____
Joyce Shanahan, City Manager City of Ormond Beach	Date signed

For the Ponce Inlet Police Department:

_____ _____

Jeff Glazier, Chief Date signed
Ponce Inlet Police Department

For the Town of Ponce Inlet:

_____	_____
Mike Disher, Town Manager Town of Ponce Inlet	Date signed

For the Port Orange Police Department:

Manuel Marino, Chief
Port Orange Police Department

01/07/2025
Date signed

For the City of Port Orange:



Wayne Clark, City Manager
City of Port Orange

1/7/26

Date signed

For the South Daytona Police Department:

_____ _____

Joseph LaSata, Chief Date signed
South Daytona Police Department

For the City of South Daytona:

_____	_____
James L. Gillis, Jr., City Manager City of South Daytona	Date signed

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B9) Resolution No. 26-6 - Webster Creek Mitigation Bank Wetland Reservation and Purchase Agreement for the Cambridge Canal Pump Station Upgrades Project

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 26-6.

SUMMARY: The Engineering Department is requesting Council to approve Resolution No. 26-6 - Webster Creek Mitigation Bank Wetland Mitigation Credit Reservation and Purchase Agreement for the purchase of 0.26 State-only Forested Marine wetland credits from Webster Creek Holdings, LLC to satisfy the St. Johns River Water Management District (SJRWMD) Application No. 100485-11.

As a condition of granting the permit for the Cambridge Canal Project, SJRWMD requires the City to purchase certain credits. These credits may be purchased from the Webster Creek Mitigation Bank to satisfy the wetland mitigation requirement of the permit.

SJRWMD has determined that the City will need to purchase 0.26 State-only Forested Marine wetland credits in order to satisfy SJRWMD Application Number 100485-11.

In exchange for the 0.26 State-only credits, the City will pay a sum of $78,000.

The City operates its own mitigation bank. However, it provides only a specific category of wetland mitigation credits. For this project, the required credits are Forested Marine Wetland Mitigation Credits, which are not offered by the City's mitigation bank. Therefore, the City must obtain the necessary credits from the Webster Creek Mitigation Bank to satisfy the project's regulatory requirements.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Resolution No. 26-6 w exhibit	Resolution No. 26-6 w exhibit.pdf
2.	WCMB Mitigation Credit Agreement	WCMB Mitigation Credit Agreement.pdf

Julia Wiggins	Created/Initiated - 12/23/2025
Richard Colby	Approved - 12/23/2025
Junos Reed	Approved - 01/09/2026
Sue Wang	Approved - 01/11/2026
Matthew Jones	Approved - 01/20/2026
Wayne Clark	Final Approval - 01/23/2026

RESOLUTION NO. 26-6

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, APPROVING THE WEBSTER CREEK MITIGATION BANK WETLAND MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT WITH WEBSTER CREEK HOLDINGS, LLC ("WCH"), OWNER OF WEBSTER CREEK MITIGATION BANK ("WCMB") (COLLECTIVELY THE "SELLER"), WHICH IS A MITIGATION BANK WITH FORESTED MARINE WETLAND MITIGATION CREDITS ACCEPTABLE TO SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT ("SJRWMD") AND AVAILABLE FOR SALE TO THE CITY PURSUANT TO SELLER'S SJRWMD PERMIT NO. 146336-27; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID RESERVATION AND PURCHASE AGREEMENT; AUTHORIZING THE CITY MANAGER TO PROCEED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SAID RESERVATION AND PURCHASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the retaining wall and outfall structure at the City of Port Orange's ("City") Cambridge Pump Station were severely damaged by Hurricane Nicole in 2022 and again by Hurricane Milton in 2024; and

WHEREAS, the City has been working through the design and permitting process to repair and improve the pump station, raise the berm on the north side of the pond to prevent future overtopping, and construct a new outfall on the east side of the FEC Railroad tracks ("Cambridge Canal Project"); and

WHEREAS, the berm improvements and the new outfall structure will result in minor wetland impacts; and

WHEREAS, the City has applied for a permit from the Saint John's River Water Management District ("SJRWMD") (Application No. 100485-11) for the Cambridge Canal Project; and

WHEREAS, as part of the design and permitting process of the Cambridge Canal Project ("Cambridge Canal Project"), the Saint John's River Water

Management District (“SJRWMD”) has determined that City shall be required to purchase certain wetland mitigation credits pursuant to its SJRWMD Application No. 100485-11 (“SJRWMD Permit”), to comply with certain mitigation efforts that must be undertaken with respect to impacted wetlands; and

WHEREAS, forested marine wetland mitigation credits are required for the Cambridge Canal Project, and said mitigation credits may be purchased from Webster Creek Mitigation Bank ("WCMB"), in ownership of Webster Creek Holdings, LLC, (collectively “Seller”), to satisfy the wetland mitigation requirements of the SJRWMD Permit; and

WHEREAS, the Seller is a mitigation bank with forested marine wetland mitigation credits acceptable to SJRWMD and available for sale to the City pursuant to Seller's SFWMD Permit No. 146336-27; and

WHEREAS, the Seller has been notified by the City's consultant that the City expects a SJRWMD requirement of .26 Seller forested marine state wetland mitigation credit pursuant to its SJRWMD Permit; and

WHEREAS, the total cost associated with the City’s purchase of the requisite wetland mitigation credit is $78,000.00; and

WHEREAS, the payment is a requirement of the Saint John’s River Water Management District Environmental Resource Permit (ERP); and

WHEREAS, the City finds that in furtherance of the Cambridge Canal Project that it is in the City’s best interest to execute the Reservation and Purchase Agreement, which is in substantially the form attached hereto as **Exhibit “A”**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Webster Creek Mitigation Bank Wetland Mitigation Credit Reservation and Purchase Agreement in the amount of $78,000.00 for .26 Seller forested marine state wetland mitigation credit is hereby approved in substantially the form attached hereto as Exhibit "A".

Section 3. Authorization. The Mayor and City Clerk are hereby authorized to execute said Reservation and Purchase Agreement.

Section 4. Implementation. The City Manager or his designee are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

Reviewed and approved by _____
Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A"

WEBSTER CREEK MITIGATION BANK
WETLAND MITIGATION CREDIT
RESERVATION AND PURCHASE AGREEMENT

This Wetland Mitigation Credit Reservation and Purchase Agreement ("Agreement") is made and entered into this 31st day of October 2025, (the "Effective Date") by and between Webster Creek Holdings, LLC, a Florida limited liability company ("Seller"), and City of Port Orange ("Buyer").

WHEREAS, Seller owns the Webster Creek Mitigation Bank ("WCMB") which is authorized under the St. Johns River Water Management District ("District") Permit 146336-27;

WHEREAS, Buyer is engaged in a project known as Cambridge Canal ("Project") and Buyer has represented that, as part of the permitting process, the District will impose a requirement on Buyer, as a condition to granting Buyer its permit for the Project, that certain mitigation efforts be undertaken with respect to impacted wetlands and that mitigation credits may be purchased from Seller to satisfy the wetland mitigation requirement of that permit; and

WHEREAS, the District has determined that Buyer shall be required to purchase certain wetland mitigation credits pursuant to its SJRWMD Application Number 100485-11 ("State Permit"); and

NOW, THEREFORE, in consideration of the mutual covenants herein and good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed that:

1. **Credits Purchased.** Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer 0.26 State-only Forested Marine wetland credits (the "State Credits" or "Credits") applicable to the Buyer's State Permit, for Buyer's exclusive use only for the Project.

2. **Compensation.** In exchange for the Credits being purchased hereunder, Buyer shall pay to Seller a per State Credit price of Three Hundred Thousand Dollars ($300,000), for a sum total of Seventy-Eight and Dollars ($78,000) (the "Purchase Price").

3. **Payments.** Buyer shall pay to Seller the full amount of the Purchase Price upfront. The payment is nonrefundable and shall be retained by Seller in all circumstances other than a failure by Seller to convey the Credits to Buyer at Closing.

4. **Reservation Letter.** Upon execution of this Agreement and the receipt of the Initial Deposit, Seller will convey a letter to Buyer indicating that the Credits have been reserved by Buyer within five (5) business days upon receipt of the Initial Deposit.

5. **Closing and Transfer.** This transaction shall close no later than thirty (30) days after the issuance of the Buyer's State Permit (the "Closing" or to "Close"). At Closing the purchased Credits shall be conveyed by Seller to Buyer free and clear of any and all liens, encumbrances and restrictions on or to Buyer. Upon Closing, Seller will notify the District that Buyer has completed its Credit purchase and that such Credits should be removed from WCMB's state credit ledgers and permanently associated with Buyer's state permits as described herein.

6. **Termination.** This Agreement and any and all obligations of the Seller shall be terminated, at the sole discretion of the Seller, by giving written notice thereof to Buyer in the event the Buyer does not pay Seller the Deposit, or the remaining Purchase Price when they are due. In the event of a termination under this section 6, this Agreement shall become null and void, and Buyer and Seller shall have no further liability or obligation to each other.

7. **"AS-IS" Basis.** The Credits are transferred to Buyer on an "AS-IS" basis without any implied or explicit warranties, either oral or written, made by Seller or any agent or representative of Seller, except as expressly set forth in this Agreement.

8. **Taxes.** Buyer is also responsible for, and will pay, any applicable state sales tax or other costs or taxes associated with the transfer of these credits under laws now in effect or later enacted which would apply to this transaction. Seller is responsible for its own federal and state income taxes, if any, associated with this transaction. For avoidance of doubt, the City of Port Orange will not be obligated for any documentary stamps associated with this purchase.

9. **Miscellaneous.** This Agreement shall not be assignable by Buyer. The Credits reserved herein are to be utilized by the Buyer solely in connection with the above referenced project and for no other purpose. Credits are non-refundable and non-transferable. Buyer represents that the Credits are not being purchased for purposes of resale, and any resale of the Credits shall be prohibited. Failure of Buyer to comply with this provision shall constitute a breach of this covenant and Agreement, and as a consequence, Seller shall have the right to repurchase all credits for a total consideration equal to eighty percent (80%) of the original Purchase Price paid by Buyer to Seller. In such an event, the credits shall be conveyed to Seller, free and clear of any lien or other encumbrance, within thirty (30) days after Seller furnishes notice of its intent to require such reconveyance. This section shall survive the original credit transfer and continue in full force and effect.

10. **Notices.** All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller: Webster Creek Holdings, LLC
Attn: Deryck A. Harmer
1414 W. Swann Avenue, Suite 100
Tampa, Florida 33606

With a copy to: Macfarlane Ferguson & McMullen, P.A.
Attn: Jimmy Goodwin, III
One Tampa City Center
201 North Franklin Street, Suite 2000
Tampa, Florida 33602

Notices to Buyer: City of Port Orange
Attn: Junos Reed
1000 City Center Circle
Port Orange, Florida 32129

11. **Attorney Fees and Venue.** If any suit or action shall be instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorney's fees and costs incurred in any trial, post judgment or appellate proceedings. Seller and Buyer shall be contractually bound to this Agreement, which shall be governed by the laws of the State of Florida and subject to the requirements of any applicable federal laws or regulations. Venue for any such action shall be in Volusia County, Florida.

12. **Severability.** In the event any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

13. **Authorization and Signature.** The signature of the party's representative below constitutes an express representation that the representative has the authority to bind the undersigned party to the obligations and performance of the terms and conditions of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as deliver of any original signed copy of this Agreement.

14. **Time**. Time is of the essence under the terms of this Agreement. Any time period provided in this Agreement which ends on a Saturday, Sunday or local bank holiday shall be extended until the next business day.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

SELLER:

WEBSTER CREEK HOLDINGS, LLC

By: _____
Name: Deryck Harmer
Title: President

BUYER:

CITY OF PORT ORANGE

By: _____
Name: Scott Stiltner
Title: Mayor

Attest: _____
Robin L. Fenwick, MMC City Clerk

WEBSTER CREEK MITIGATION BANK
WETLAND MITIGATION CREDIT
RESERVATION AND PURCHASE AGREEMENT

This Wetland Mitigation Credit Reservation and Purchase Agreement ("Agreement") is made and entered into this 31st day of October 2025, (the "Effective Date") by and between Webster Creek Holdings, LLC, a Florida limited liability company ("Seller"), and City of Port Orange ("Buyer").

WHEREAS, Seller owns the Webster Creek Mitigation Bank ("WCMB") which is authorized under the St. Johns River Water Management District ("District") Permit 146336-27;

WHEREAS, Buyer is engaged in a project known as Cambridge Canal ("Project") and Buyer has represented that, as part of the permitting process, the District will impose a requirement on Buyer, as a condition to granting Buyer its permit for the Project, that certain mitigation efforts be undertaken with respect to impacted wetlands and that mitigation credits may be purchased from Seller to satisfy the wetland mitigation requirement of that permit; and

WHEREAS, the District has determined that Buyer shall be required to purchase certain wetland mitigation credits pursuant to its SJRWMD Application Number 100485-11 ("State Permit"); and

NOW, THEREFORE, in consideration of the mutual covenants herein and good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed that:

1. **Credits Purchased.** Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer 0.26 State-only Forested Marine wetland credits (the "State Credits" or "Credits") applicable to the Buyer's State Permit, for Buyer's exclusive use only for the Project.

2. **Compensation.** In exchange for the Credits being purchased hereunder, Buyer shall pay to Seller a per State Credit price of Three Hundred Thousand Dollars ($300,000), for a sum total of Seventy-Eight and Dollars ($78,000) (the "Purchase Price").

3. **Payments.** Buyer shall pay to Seller the full amount of the Purchase Price upfront. The payment is nonrefundable and shall be retained by Seller in all circumstances other than a failure by Seller to convey the Credits to Buyer at Closing.

4. **Reservation Letter.** Upon execution of this Agreement and the receipt of the Initial Deposit, Seller will convey a letter to Buyer indicating that the Credits have been reserved by Buyer within five (5) business days upon receipt of the Initial Deposit.

5. **Closing and Transfer.** This transaction shall close no later than thirty (30) days after the issuance of the Buyer's State Permit (the "Closing" or to "Close"). At Closing the purchased Credits shall be conveyed by Seller to Buyer free and clear of any and all liens, encumbrances and restrictions on or to Buyer. Upon Closing, Seller will notify the District that Buyer has completed its Credit purchase and that such Credits should be removed from WCMB's state credit ledgers and permanently associated with Buyer's state permits as described herein.

6. **Termination.** This Agreement and any and all obligations of the Seller shall be terminated, at the sole discretion of the Seller, by giving written notice thereof to Buyer in the event the Buyer does not pay Seller the Deposit, or the remaining Purchase Price when they are due. In the event of a termination under this section 6, this Agreement shall become null and void, and Buyer and Seller shall have no further liability or obligation to each other.

7. **"AS-IS" Basis.** The Credits are transferred to Buyer on an "AS-IS" basis without any implied or explicit warranties, either oral or written, made by Seller or any agent or representative of Seller, except as expressly set forth in this Agreement.

8. **Taxes.** Buyer is also responsible for, and will pay, any applicable state sales tax or other costs or taxes associated with the transfer of these credits under laws now in effect or later enacted which would apply to this transaction. Seller is responsible for its own federal and state income taxes, if any, associated with this transaction. For avoidance of doubt, the City of Port Orange will not be obligated for any documentary stamps associated with this purchase.

9. **Miscellaneous.** This Agreement shall not be assignable by Buyer. The Credits reserved herein are to be utilized by the Buyer solely in connection with the above referenced project and for no other purpose. Credits are non-refundable and non-transferable. Buyer represents that the Credits are not being purchased for purposes of resale, and any resale of the Credits shall be prohibited. Failure of Buyer to comply with this provision shall constitute a breach of this covenant and Agreement, and as a consequence, Seller shall have the right to repurchase all credits for a total consideration equal to eighty percent (80%) of the original Purchase Price paid by Buyer to Seller. In such an event, the credits shall be conveyed to Seller, free and clear of any lien or other encumbrance, within thirty (30) days after Seller furnishes notice of its intent to require such reconveyance. This section shall survive the original credit transfer and continue in full force and effect.

10. **Notices.** All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller: Webster Creek Holdings, LLC
Attn: Deryck A. Harmer
1414 W. Swann Avenue, Suite 100
Tampa, Florida 33606

With a copy to: Macfarlane Ferguson & McMullen, P.A.
Attn: Jimmy Goodwin, III
One Tampa City Center
201 North Franklin Street, Suite 2000
Tampa, Florida 33602

Notices to Buyer: City of Port Orange
Attn: Junos Reed
1000 City Center Circle
Port Orange, Florida 32129

11. **Attorney Fees and Venue.** If any suit or action shall be instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorney's fees and costs incurred in any trial, post judgment or appellate proceedings. Seller and Buyer shall be contractually bound to this Agreement, which shall be governed by the laws of the State of Florida and subject to the requirements of any applicable federal laws or regulations. Venue for any such action shall be in Volusia County, Florida.

12. **Severability.** In the event any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

13. **Authorization and Signature.** The signature of the party's representative below constitutes an express representation that the representative has the authority to bind the undersigned party to the obligations and performance of the terms and conditions of this Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as deliver of any original signed copy of this Agreement.

14. **Time**. Time is of the essence under the terms of this Agreement. Any time period provided in this Agreement which ends on a Saturday, Sunday or local bank holiday shall be extended until the next business day.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

SELLER:

WEBSTER CREEK HOLDINGS, LLC

By: _____
Name: Deryck Harmer
Title: President

BUYER:

CITY OF PORT ORANGE

By: _____
Name: Scott Stiltner
Title: Mayor

Attest: _____
Robin L. Fenwick, MMC City Clerk

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B10) Resolution No. 26-7 - Farmton Mitigation Bank Credit Reservation and Purchase Agreement for the Cambridge Canal Pump Station Upgrades Project

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure
3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 26-7 - Farmton Mitigation Credit Reservation and Purchase Agreement for the Cambridge Canal Pump Station Upgrades Project; and to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: Staff is requesting Council to approve Resolution No. 26-7 - Farmton Mitigation Credit Reservation and Purchase Agreement for the purchase of 0.4 Federal Palustrine WRAP Wetland Mitigation Credits.

As a condition of granting the permit for the Cambridge Canal Project, the U.S. Army Corps of Engineers (USACO) requires the City to purchase certain credits. These credits may be purchased from the Farmton Mitigation Bank to satisfy the wetland mitigation requirement of the permit.

The U.S. Army Corps of Engineers has determined that the City will need to purchase 0.4 Federal Palustrine WRAP Wetland Mitigation Credits in order to satisfy USACO Application Number SAJ-2024-04722.

In exchange for the 0.4 Federal Palustrine WRAP Wetland Mitigation Credits, the City will pay a sum of $20,000. A 10% deposit, in the amount of $2,000, will need to be submitted with the Reservation and Purchase Agreement.

The city operates its own mitigation bank; however, it provides only a specific category of wetland mitigation credits. For this project, the required credits are Federal Palustrine WRAP Wetland Mitigation Credits, which are not offered by the City's mitigation bank. Therefore, the city must obtain the necessary credits from the Farmton Mitigation Bank to satisfy the project's regulatory requirements.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Resolution No. 26-7 w exhibit	Resolution No. 26-7 w exhibit.pdf
2.	Farmton Mitigation Bank Credit Reservation and Purchase Agreement	Farmton Mitigation Bank Credit Reservation and Purchase Agreement .pdf

Julia Wiggins	Created/Initiated - 12/23/2025
Richard Colby	Approved - 12/23/2025
Junos Reed	Approved - 01/09/2026
Sue Wang	Approved - 01/09/2026
Matthew Jones	Approved - 01/21/2026
Wayne Clark	Final Approval - 01/23/2026

RESOLUTION NO. 26-7

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, APPROVING THE MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT WITH MIAMI ALTERNATIVES, LLC ("MA"), OWNER OF FARMTON MITIGATION BANK ("FMB") (COLLECTIVELY THE "SELLER"), WHICH IS A MITIGATION BANK WITH FEDERAL PALUSTRINE WRAP WETLAND MITIGATION CREDITS ACCEPTABLE TO U.S. ARMY CORPS OF ENGINEERS ("USACOE") AND AVAILABLE FOR SALE TO THE CITY PURSUANT TO SELLER'S U.S. ARMY CORPS OF ENGINEERS PERMIT NO. MBI/1998-01836(IP-ME); AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID RESERVATION AND PURCHASE AGREEMENT; AUTHORIZING THE CITY MANAGER TO PROCEED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SAID RESERVATION AND PURCHASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the retaining wall and outfall structure at the City of Port Orange's ("City") Cambridge Pump Station were severely damaged by Hurricane Nicole in 2022 and again by Hurricane Milton in 2024; and

WHEREAS, the City has been working through the design and permitting process to repair and improve the pump station, raise the berm on the north side of the pond to prevent future overtopping, and construct a new outfall on the east side of the FEC Railroad tracks ("Cambridge Canal Project"); and

WHEREAS, the berm improvements and the new outfall structure will result in minor wetland impacts; and

WHEREAS, the City has applied for a permit from the U.S. Army Corps of Engineers ("USACOE") (Application Number: SAJ-2024-04722) for the Cambridge Canal Project; and

WHEREAS, as part of the design and permitting process of the Cambridge Canal Project ("Cambridge Canal Project"), the U.S. Army Corps of Engineers

("USACOE") has determined that City shall be required to purchase certain wetland mitigation credits pursuant to its USACOE Application Number: SAJ-2024-04722 ("USACOE Permit"), to comply with certain mitigation efforts that must be undertaken with respect to impacted wetlands; and

WHEREAS, Federal Palustrine WRAP wetland mitigation credits are required for the Cambridge Canal Project, and said mitigation credits may be purchased from Farmton Mitigation Bank ("FMB"), in ownership of Miami Alternatives, LLC, (collectively "Seller"), to satisfy the wetland mitigation requirements of the USACOE Permit; and

WHEREAS, the Seller is a mitigation bank with Federal Palustrine WRAP wetland mitigation credits acceptable to USACOE and available for sale to the City pursuant to Seller's USACOE Permit No. MBI/1998-01836(IP-ME); and

WHEREAS, the Seller has been notified by the City's consultant that the City expects a USACOE requirement of .4 of Seller's Federal Palustrine WRAP wetland mitigation credit pursuant to its USACOE Permit; and

WHEREAS, the total cost associated with the City's purchase of the requisite wetland mitigation credit is $20,000.00; and

WHEREAS, the payment is a requirement of the USACOE Permit; and

WHEREAS, the City finds that in furtherance of the Cambridge Canal Project that it is in the City's best interest to execute the Reservation and Purchase Agreement, which is in substantially the form attached hereto as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Mitigation Credit Reservation and Purchase Agreement in the amount of $20,000.00 for 0.4 of Seller's Federal Palustrine WRAP wetland mitigation credit is hereby approved in substantially the form attached hereto as Exhibit "A".

Section 3. Authorization. The Mayor and City Clerk are hereby authorized to execute said Reservation and Purchase Agreement.

Section 4. Implementation. The City Manager or his designee are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

Reviewed and approved by _____
Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A"

MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT

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

WITNESSETH:

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

WHEREAS, as part of the environmental permitting process involving the St. Johns River Water Management District (hereinafter "SJRWMD") and the U.S. Army Corps of Engineers (hereinafter "USACOE"), it is anticipated that Buyer's permits from the aforereferenced respective governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation;

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the FMB on the terms and conditions below to be used to offset wetland impacts associated with the project known City of Port Orange Cambridge Canal (hereinafter "Project"); USACOE Application Number: SAJ-2024-04722;

WHEREAS, the number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be 0.4 Federal Palustrine WRAP Wetland Mitigation Credits;

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

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

1. Terms of Purchase. The purchase price (hereinafter "Purchase Price") of the Credits is $20,000.00 based on a per credit price of $50,000.00; payable in cash, wired federal funds, cashier's check or check drawn on a U.S. banking institution. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SJRWMD and USACOE. A 10% deposit, in the amount of $2,000.00 shall

accompany submittal of this Agreement. All payments shall be paid to the account of Miami Alternatives, LLC at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611.

2. Reservation Period. This reservation shall commence upon the signing of this Agreement and the credit reservation shall expire the earlier of 90 days after the effective date or upon permit issuance. The reservation shall be considered exhausted, if not remedied within 30 days of the expiration of the agreement.

3. The deposit payment shall be paid to the account of Miami Alternatives, LLC at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611 on or before April 18, 2026 to complete the reservation in accordance with this agreement. All payments shall be sent in a trackable format, i.e., USPS, UPS or FedEx, and tracking information shall be sent to the Seller.

4. Adjustment of Credit Reservation. Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer. The Seller also agrees to increase the number of credits reserved, if available, at the following pricing; (1) state-only credits at one hundred twenty thousand dollars ($120,000.00) per credit, (2) joint state and federal credits at one hundred thirty thousand dollars ($130,000.00) per credit or (3) federal credits (WRAP only) in excess of the state credits will be fifty thousand dollars ($50,000.00) per credit. The Deposit(s) in either a decreased need or an increased need will be applied to the final purchase price. In the case of a credit reservation adjustment within the reservation period identified above, an addendum to this agreement will be executed by both the Seller and Buyer.

5. Covenants of Seller. Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from the SJRWMD and USACOE for the Mitigation Property. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 4 shall survive the closing hereunder.

6. Deposit. Unless otherwise described herein or otherwise agreed, the Deposit shall be credited against the Purchase Price paid by Buyer for the Credits. The Deposit shall be deposited into a non-interest bearing account. Said Deposit shall be non-refundable to Buyer except in the case of breach by Seller as set forth in Paragraph 8 below.

7. Conditions of Transfer of Credit. Prior to the transfer of Credits, Buyer shall provide a true and correct copy of the SJRWMD and/or USACOE permit with exhibits and payment of the final balance. Upon receipt of above, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the SJRWMD and/or USACOE to effectuate the transfer of Credits as per the conditions of the Buyer's permit (i.e., copy of signed minor

permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) days to complete.

8. Debit of Credits and Transfer. Upon notification of the debit of the Credits by the SJRWMD and/or USACOE, the same shall be transferred to Buyer together with documents evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from the SJRWMD and/or USACOE of the Minor Permit Modification to its Environmental Resources Permit (hereinafter "ERP") and ledger evidencing the debit of credits. Once either transfer has been completed, the transfer shall be deemed to be completed.

9. Breach of Seller. If, for some reason, the Credits have not been conveyed to Buyer due to a breach of the Agreement by Seller, then Seller shall refund all monies received from Buyer upon written notice of said breach. Notwithstanding the foregoing, Seller shall have twenty (20) days to remedy said breach; and, if not cured, shall refund all monies to Buyer.

10. Breach of Buyer. If the Buyer does not complete the full payment schedule, does not complete payment within 30 days of acquiring all applicable permits or allows the reservation period to lapse uncured for 30 days, the reservation shall be cancelled. The reservation may be reengaged at the Seller's discretion.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

13. Notices. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

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

Notices to Buyer: City of Port Orange
Attn: Junos Reed
1000 City Center Circle
Port Orange, Florida 32129

Notice to Consultant: The Mitigation Banking Group, Inc.
Attn: Victoria Bruce
P.O. Box 195813
Winter Springs, Florida 32708

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.

15. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

16. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship

between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.

17. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

18. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

19. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

20. Effective Date. This Agreement is effective on the date on which the last of the parties signs this Agreement.

21. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.

22. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

23. Execution of Documents. The Parties agree that this document may be executed and delivered by electronic means and that the signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The Agreement shall become final upon execution by both Buyer and Seller.

24. Time is of the Essence. Time is of the essence under the terms of this Agreement.

25. Agreement Not Recordable. This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective in accordance with the terms of this Agreement.

Signed, sealed and delivered
in the presence of:

WITNESSES:

AS TO SELLER:

_____

_____

SELLER:

MIAMI ALTERNATIVES, LLC

By: _____

Name: _____

Title: _____

Date: _____

AS TO BUYER:

_____

_____

BUYER:

CITY OF PORT ORANGE

By: _____

Name: Scott Stiltner

Title: Mayor

Date: _____

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

MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT

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

WITNESSETH:

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

WHEREAS, as part of the environmental permitting process involving the St. Johns River Water Management District (hereinafter "SJRWMD") and the U.S. Army Corps of Engineers (hereinafter "USACOE"), it is anticipated that Buyer's permits from the aforereferenced respective governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation;

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the FMB on the terms and conditions below to be used to offset wetland impacts associated with the project known City of Port Orange Cambridge Canal (hereinafter "Project"); USACOE Application Number: SAJ-2024-04722;

WHEREAS, the number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be 0.4 Federal Palustrine WRAP Wetland Mitigation Credits;

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

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

1. Terms of Purchase. The purchase price (hereinafter "Purchase Price") of the Credits is $20,000.00 based on a per credit price of $50,000.00; payable in cash, wired federal funds, cashier's check or check drawn on a U.S. banking institution. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SJRWMD and USACOE. A 10% deposit, in the amount of $2,000.00 shall

accompany submittal of this Agreement. All payments shall be paid to the account of Miami Alternatives, LLC at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611.

2. Reservation Period. This reservation shall commence upon the signing of this Agreement and the credit reservation shall expire the earlier of 90 days after the effective date or upon permit issuance. The reservation shall be considered exhausted, if not remedied within 30 days of the expiration of the agreement.

3. The deposit payment shall be paid to the account of Miami Alternatives, LLC at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611 on or before April 18, 2026 to complete the reservation in accordance with this agreement. All payments shall be sent in a trackable format, i.e., USPS, UPS or FedEx, and tracking information shall be sent to the Seller.

4. Adjustment of Credit Reservation. Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer. The Seller also agrees to increase the number of credits reserved, if available, at the following pricing; (1) state-only credits at one hundred twenty thousand dollars ($120,000.00) per credit, (2) joint state and federal credits at one hundred thirty thousand dollars ($130,000.00) per credit or (3) federal credits (WRAP only) in excess of the state credits will be fifty thousand dollars ($50,000.00) per credit. The Deposit(s) in either a decreased need or an increased need will be applied to the final purchase price. In the case of a credit reservation adjustment within the reservation period identified above, an addendum to this agreement will be executed by both the Seller and Buyer.

5. Covenants of Seller. Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from the SJRWMD and USACOE for the Mitigation Property. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 4 shall survive the closing hereunder.

6. Deposit. Unless otherwise described herein or otherwise agreed, the Deposit shall be credited against the Purchase Price paid by Buyer for the Credits. The Deposit shall be deposited into a non-interest bearing account. Said Deposit shall be non-refundable to Buyer except in the case of breach by Seller as set forth in Paragraph 8 below.

7. Conditions of Transfer of Credit. Prior to the transfer of Credits, Buyer shall provide a true and correct copy of the SJRWMD and/or USACOE permit with exhibits and payment of the final balance. Upon receipt of above, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the SJRWMD and/or USACOE to effectuate the transfer of Credits as per the conditions of the Buyer's permit (i.e., copy of signed minor

permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) days to complete.

8. Debit of Credits and Transfer. Upon notification of the debit of the Credits by the SJRWMD and/or USACOE, the same shall be transferred to Buyer together with documents evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from the SJRWMD and/or USACOE of the Minor Permit Modification to its Environmental Resources Permit (hereinafter "ERP") and ledger evidencing the debit of credits. Once either transfer has been completed, the transfer shall be deemed to be completed.

9. Breach of Seller. If, for some reason, the Credits have not been conveyed to Buyer due to a breach of the Agreement by Seller, then Seller shall refund all monies received from Buyer upon written notice of said breach. Notwithstanding the foregoing, Seller shall have twenty (20) days to remedy said breach; and, if not cured, shall refund all monies to Buyer.

10. Breach of Buyer. If the Buyer does not complete the full payment schedule, does not complete payment within 30 days of acquiring all applicable permits or allows the reservation period to lapse uncured for 30 days, the reservation shall be cancelled. The reservation may be reengaged at the Seller's discretion.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

13. Notices. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

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

Notices to Buyer: City of Port Orange
Attn: Junos Reed
1000 City Center Circle
Port Orange, Florida 32129

Notice to Consultant: The Mitigation Banking Group, Inc.
Attn: Victoria Bruce
P.O. Box 195813
Winter Springs, Florida 32708

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

14. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.

15. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

16. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship

between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.

17. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

18. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

19. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

20. Effective Date. This Agreement is effective on the date on which the last of the parties signs this Agreement.

21. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.

22. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

23. Execution of Documents. The Parties agree that this document may be executed and delivered by electronic means and that the signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. The Agreement shall become final upon execution by both Buyer and Seller.

24. Time is of the Essence. Time is of the essence under the terms of this Agreement.

25. Agreement Not Recordable. This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective in accordance with the terms of this Agreement.

Signed, sealed and delivered
in the presence of:

WITNESSES:

AS TO SELLER:

_____

_____

SELLER:

MIAMI ALTERNATIVES, LLC

By: _____

Name: _____

Title: _____

Date: _____

AS TO BUYER:

_____

_____

BUYER:

CITY OF PORT ORANGE

By: _____

Name: Scott Stiltner

Title: Mayor

Date: _____

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

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (B11) Resolution No. 26-8 - Approval of State of Florida Department of Environmental Protection Grant Agreement in the amount of $1,400,000 for the upgrade of the Ponce Inlet Master Lift Station and Replacement of the Wastewater Pipes along S. Peninsula Drive

DEPARTMENT: City Manager

GOAL: 2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 26-8, accepting a $1,400,000.00 grant from the State of Florida Department of Environmental Protection; approving the associated grant agreement; authorizing the Mayor to execute the required Grant Award Agreement; and authorizing staff to submit said grant agreement to the State of Florida Department of Environmental Protection.

SUMMARY: The City has been awarded $1,400,000 as part of the 2025 State of Florida Legislative Appropriations. In order to receive the funds from the State, the City must approve the Standard Grant Agreement with the State of Florida Department of Environmental Protection.

These funds will be used to assist with the construction costs to upgrade the master lift station in Ponce Inlet, which is owned and operated by the City of Port Orange, and the replacement of 35-year-old ductile iron pipes along S. Peninsula Drive adjacent to the Halifax River. The lift station was originally constructed in 1989 and has not been updated since. These upgrades will improve resiliency and operational efficiency and will reduce the likelihood of system failure.

This grant funding is a cost reimbursement grant in the amount of $1,400,000 that was supported by Senator Tom Wright and Representative Chase Tramont in the 2025 Legislative session. The award represents 50% of the estimated cost of the project. The remaining 50% has been included in the Public Utilities budget for Fiscal Year 2026.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Resolution No. 26-8	Resolution No. 26-8 .pdf
2.	FDEP Grant Agreement	FDEP Grant Agreement .pdf

Robin Fenwick	Created/Initiated - 01/13/2026
Junos Reed	Approved - 01/16/2026
Sue Wang	Approved - 01/16/2026
Matthew Jones	Approved - 01/20/2026
Wayne Clark	Final Approval - 01/23/2026

RESOLUTION NO. 26-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING A $1,400,000 GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP"); APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT L0323) FOR THE PURPOSE OF ASSISTING WITH PROJECT CONSTRUCTION COSTS RELATED TO UPGRADING THE PONCE INLET MASTER LIFT STATION AND THE REPLACEMENT OF 35-YEAR-OLD DUCTILE IRON PIPES ALONG S. PENINSULA DRIVE ADJACENT TO THE HALIFAX RIVER; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange ("City") has been awarded a $1,400,000 grant from the State of Florida Department of Environmental for the construction project to upgrade the master lift station in Ponce Inlet and the replacement of 35-year-old ductile iron pipes along S. Peninsula Drive adjacent to the Halifax River; and

WHEREAS, this grant award represents a significant milestone in the City's ongoing efforts to protect local water quality and improve public infrastructure by improving resiliency and operational efficiency and will reduce the likelihood of system failure; and

WHEREAS, in order to receive said grant, the City must approve and enter into a standard grant agreement (Grant Agreement L0323) with the State of Florida Department of Environmental Protection; and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the State of Florida Department of Environmental Protection and enter into a grant agreement with the State of Florida Department of Environmental Protection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

RESOLUTION NO. 26-8

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves Grant Agreement L0323 and accepts the State of Florida Department of Environmental Protection Grant in the amount of $1,400,000 for the construction project to upgrade the master lift station in Ponce Inlet and the replacement of 35-year-old ductile iron pipes along S. Peninsula Drive adjacent to the Halifax River.

Section 3. The Mayor is hereby authorized to execute all applicable grant documents and agreements.

Section 4. This resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Port Orange Ponce Inlet Master Lift Station & S. Peninsula Force Main Upgrades**

Agreement Number: **L0323**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Port Orange**

Entity Type: **Local Government**

Grantee Address: **1000 City Center Circle, Port Orange, Florida 32129**

FEID: **59-6000412**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **April 30, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long (29.1209, -80.9533)**

Project Description: **The Grantee will upgrade the Port Orange Ponce Inlet Master Lift Station and replace the iron wastewater pipes along S. Peninsula Drive with PVC and HDPE pipes.**

5. Total Amount of Funding: **$ 1,400,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **1,400,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,400,000.00**

6. Department's Grant Manager

Name: **Sarah Louissaint** or successor

Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., MS 3602, Tallahassee, FL 32399-3000**

Phone: **850-245-2916**

Email: **Sarah.Louissaint@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Theresa Brooks** or successor

Address: **1000 City Center Circle, Port Orange, Florida 32129**

Phone: **386-717-9050**

Email: **tbrooks@port-orange.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☒ Additional Exhibits (if necessary): **Exhibit J: OSTDS/EHD Grants Data Collection Tool**	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Port Orange **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Scott Stiltner, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Sarah Louissaint, DEP Grant Manager

_____

Kate Pace, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. 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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0323

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Port Orange Ponce Inlet Master Lift Station & S. Peninsula Force Main Upgrades. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Port Orange Ponce Inlet Master Lift Station & S. Peninsula Force Main Upgrades

PROJECT LOCATION: The Project will be located in the City of Port Orange within Volusia County; Lat/Long (29.1209, -80.9533).

PROJECT BACKGROUND: The Port Orange Ponce Inlet Master Lift Station, built in 1989, and the 35-year-old iron wastewater pipes along S. Peninsula Dr. adjacent to the Halifax River need replacement to improve operational efficiency and reduce system failures. Completing these upgrades will greatly improve the resiliency and efficiency of operations for the City of Port Orange (Grantee) and will minimize potential environmental impacts from the system. The project is expected to support and impact over 1,800 residents and businesses within the Town of Ponce Inlet.

PROJECT DESCRIPTION: The Grantee will upgrade the Port Orange Ponce Inlet Master Lift Station and replace the iron wastewater pipes along S. Peninsula Drive with PVC and HDPE pipes.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Port Orange Ponce Inlet Master Lift Station & S. Peninsula Force Main Upgrades in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$1,400,000	07/01/2025	10/31/2028
		Total:	$1,400,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$1,400,000.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,400,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit J
OSTDS/EHD Grants Data Collection Tool

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit J
Water Conservation Reporting Tool

The current **Water Conservation Reporting Tool** for this grant can be found on the Department's website at this link:

https://survey123.arcgis.com/share/c715962955af499a9b3f1172c5e20a65

This tool shall be used for grant agreements for projects that have a water conservation benefit. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (E15) Planning Commission Appointment

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to appoint a member to the Planning Commission to serve a 2-year term expiring in February 2028.

SUMMARY: There is one vacant seat on the Planning Commission and Angela LeDuc has submitted an application to serve the City in this capacity. The appointment is a 2-year term that will expire in February 2028. Ms. LeDuc's application is attached for consideration. No other applications have been received by the Clerk's Office.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Angela LeDuc 11-5-2025 - Advisory Boards and Commissions Volunteer Application	Angela LeDuc 11-5-2025 - Advisory Boards and Commissions Volunteer Application.pdf
2.	Angela LeDuc Resume	Angela LeDuc Resume.docx

Amanda Bonin	Created/Initiated - 01/14/2026
Robin Fenwick	Approved - 01/16/2026
Wayne Clark	Final Approval - 01/23/2026

Advisory Boards and Commissions Volunteer Application

City of Port Orange

Purpose

Complete this form to apply to be a member of the Advisory Committee.

Eligibility

Residents who wish to serve on the Advisory Committee.

Prerequisites

Applicants must be residents of the municipality to apply for membership.

Required Documents

A cover letter and resume are recommended supporting documents to fill out this application.

Full Name	Angela LeDuc
Address	674 Herbert Street
City	Port Orange
State	FL
ZIP Code	32129
Phone Number	9174789009
Email Address	angela@rrh.com
Which boards would you like to serve on?	• Planning Commission
Link to financial disclosure	
Are you a registered voter?	Yes
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
Why do you desire to serve on	I moved to Port Orange when I was 10 years old. This is where I grew up; this is

this board?	my home. The planning commission seems like a good place to start to become an active participant in my community.

Reference Information

i.

Full Name

Stan Schmidt

Address

5574 Trail Side Drive

City

Port Orange

State

FL

ZIP Code

32127

Phone Number

386.405.3574

ii.

Full Name

Greg Ubienski

Address

1511 Rusty Circle

City

Port Orange

State

FL

ZIP Code

32129

Phone Number

3865069826

iii.

Full Name

Ingrid Lass

Address

101 Judges Lane

City

Port Orange

State

FL

ZIP Code

32129

Phone Number

3057932819

Work Experience	InfiniSys Multifamily Technology (Daytona Beach) - 2013 to present. Started as the Controller and now a Managing Member, Owner. Bahia Honda Sporting Club (Cudjoe Key, FL) -2009-2014 - House Manager HomeFree Extended Family (Port Orange) - 2008 - 2011 - Owner Helpern Architects (NYC) - 2004-2007 R/J Group, Inc. (Port Orange) 1999-2004 - Administrative Assistant
Interests / Activities	Gardening, homemaking, yoga, mountain biking, beach cruising, hosting dinner parties and experimenting with sourdough.
Community Involvement	Participated in Sweetwater Elementary's 2025 Trunk or Treat. Hosted TV shows on DSC Channel 15.

You may upload a resume to outline your educational, work and community service experiences.

Signature Agreement

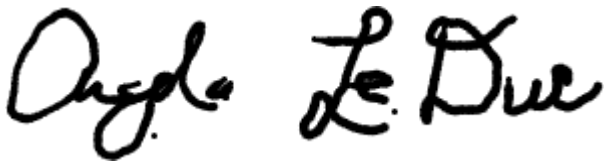
I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request.

Signature



Date 11/05/2025

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

ANGELA L. LEDUC

674 Herbert St. Port Orange, FL | angela@rrh.com | 917.478.9009

SKILLS & ABILITIES

Microsoft Office Suite, QuickBooks Pro, Sema4, Adobe Acrobat, Mathematical acumen, Florida Notary Public, Accurate, Organized, Flexible, Decisive and Intuitive

EXPERIENCE

MANAGING MEMBER AND 20% OWNER MDU Geek, LLC., Daytona Beach
August 2013 - Present

- Manage the day to day operations
- Responsible for all human resource administration, including payroll, insurance, and 401(k)
- Manage all the accounting functions
- Solicit and negotiate with Service Providers to provide internet service to luxury apartment complexes and condominiums across the nation

ASSOCIATE PRODUCER "VOLUSIA HIGH SCHOOL HUDDLE" WDSC – CHANNEL 15
FALL 2015

- Assisted the Producer with all pre-production responsibilities and taping of the ten show series

HOST "SEIZE THE DATE" WDSC – CHANNEL 15
SPRING 2015

- Acted as the talent for a Daytona State College production of a twelve live show series

EXECUTIVE DIRECTOR, CO-OWNER HOME FREE EXTENDED FAMILY, PORT ORANGE
2007 – 2013

- Developed business from ground up including the intense licensure requirements
- Lead marketer and new business development
- Responsible for all financial data, reports, and billing
-

MANAGER BAHIA HONDA SPORTING CLUB, CUDJOE KEY, FL
SEASONAL MAY AND JUNE 2008 – 2013

- Maintain client satisfaction by managing lodge staff and fishing guides
- Managed and recorded all expenses and revenue
- Worked closely with CPA for yearend planning and prepared all 1099s
-

CONTROLLER HELPERN ARCHITECTS, NEW YORK NY
2004-2007

- Responsible for all financial transactions, reconciliations, billing, and reporting
- Created budgets, internal control systems, and external audit requirements
- Executed weekly payroll, group benefits and 401(k) enrollment
-

BOOKKEEPER R/J GROUP, INC., PORT ORANGE
1999-2004

- Analyzed and organized office operations and procedures, management/filing systems, and supplies
- Responsible for all project accounting and weekly payroll

EDUCATION

UNIVERSITY OF CENTRAL FLORIDA, ORLANDO, FL
2001 BACHELOR OF SCIENCE, BUSINESS ADMINISTRATION, FINANCE GPA 3.746

DAYTONA STATE COLLEGE, DAYTONA BEACH, FL
2015 SCHOOL OF APPLIED BUSINESS, TELEVISON STUDIO PRODUCTION CERTIFICATE GPA 4.0

LEADERSHIP

OUTSTANDING ACADEMIC PERFORMANCE – DAYTONA STATE COLLEGE TELEVISION STUDIO PRODUCTION

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (F17) Resolution No. 26-10 - Approval of the Sale of Property to the Florida Department of Transportation for the I-4 Truck Parking

DEPARTMENT: Public Utilities

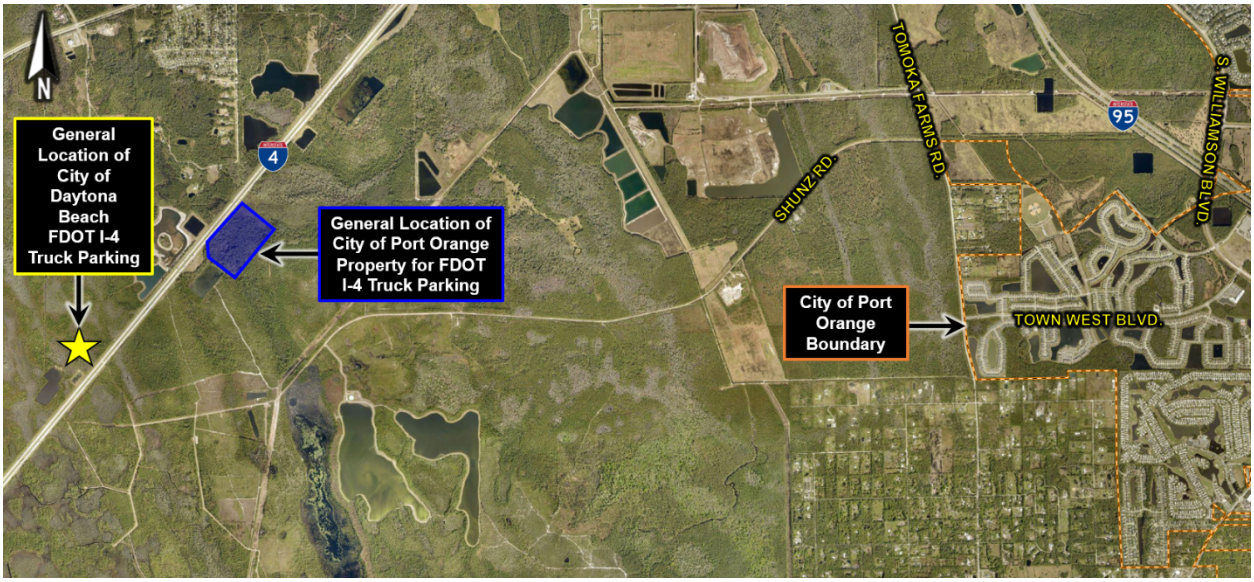
GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Resolution No. 26-10.

SUMMARY: The Florida Department of Transportation (FDOT) I-4 truck parking project near Daytona Beach/Port Orange involves building new truck parking facilities, including one in Westbound Volusia County with about 265 spaces, aiming to ease the critical shortage along the busy I-4 corridor, with construction starting in phases to improve safety and supply chain flow. This effort is part of a larger plan to add over 900 spots across Central Florida (Volusia, Seminole, Orange, Osceola counties) to address high demand, with federal funding supporting these crucial rest stops.

The City has been discussing a truck parking project with FDOT since the early 2020s. The project progressed over time and in late 2025 an appraisal was ordered on the subject parcel. In November 2025, Staff received a formal Statement of Offer for the acquisition of a portion of City-owned property (Parcel 202) in the amount of $504,900, based on an appraisal prepared by Richard McMillian, MAI.

The proposed parcel is located in the City forest, but not within any current mitigation or conservation banks. The subject parcel has no City infrastructure in place, such as water supply wells, monitoring wells, or augmentation wells. The parcel acreage has been removed from the City hunt club acreage and will be fully secured with perimeter fencing at completion of the truck parking project.



PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Resolution No. 26-10 w exhibits	Resolution No. 26-10 w exhibits.pdf
2.	FDOT Purchase Agreement w/ Addendum	FDOT Purchase Agreement w/ Addendum .pdf
3.	City Deed	City Deed.pdf
4.	FDOT Offer package -parcel 202	FDOT Offer package -parcel 202.pdf

Amanda Bonin	Created/Initiated - 01/14/2026
Steve Parnell	Approved - 01/14/2026
Sue Wang	Approved - 01/15/2026
Matthew Jones	Approved - 01/22/2026
Wayne Clark	Final Approval - 01/23/2026

PARCELNO. 202.01RES
SECTION 79110
F.P. NO. 446445-2/446445-4
STATE ROAD 400 (1-4)
COUNTY VOLUSIA

RESOLUTION NO. 26-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, APPROVING THE SALE AND CONVEYANCE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") OF A PARCEL OF LAND LOCATED GENERALLY ADJACENT TO THE CITY'S WELLFIELD PROPERTY SOUTH OF 1-4, REQUIRED FOR TRANSPORTATION PURPOSES WHICH ARE IN THE PUBLIC INTEREST AND WILL SERVE THE PUBLIC WELFARE; AUTHORIZING EXECUTION BY THE MAYOR AND CITY CLERK OF ALL NECESSARY DOCUMENTS TO EFFECTAUTE SAID CONVEYANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400 (1-4), Section No. 79110, F.P. No. 446445-2/446445-4, in Volusia County, Florida: and

WHEREAS, it is necessary that certain lands now owned by the City of Port Orange, Florida, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for City purposes: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a deed, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said City has in and to said lands required for transportation purposes and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

Section 1. The recitals contained hereinabove are hereby incorporated as if fully set forth herein.

Section 2. The City Council hereby approves the application of the State of Florida Department of Transportation for a deed for transportation purposes which are in the public or community interest and for public welfare, and affirms the land needed for transportation purposes is not needed for City purposes.

Section 3. The Purchase Agreement and Addendum and City Deed, in favor of the State of Florida Department of Transportation, conveying all right, title, and interest of the City of Port Orange, Florida, for the lands described therein, both of which are attached hereto as **Exhibits "A" and "B",** and made a part hereof by this reference, are approved, and the execution of the same by the Mayor and City Clerk on behalf of the City of Port Orange is hereby approved by the City Council.

Section 4. The City Council hereby authorizes the Mayor and City Clerk to execute such additional documents as may be necessary to effectuate the intent of this Resolution and the conveyance of the aforementioned property by deed to the State of Florida Department of Transportation.

Section 5. This Resolution shall become effective immediately upon adoption.

Section 6. A certified copy of this Resolution shall be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., Deland, Florida, 32720-6834.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

EXHIBIT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE AGREEMENT

ITEM SEGMENT NO.: 4464452
DISTRICT: 05
FEDERAL PROJECT NO.:
STATE ROAD NO.: 400
COUNTY: Volusia
PARCEL NO.: 202

Seller: City of Port Orange Florida, A Florida Municipal Corporation

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) Estate Being Purchased: ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) Real Property Described As: Parcel 202, Volusia

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	**Real Property**		
	Land	1.	$ 504,900.00
	Improvements	2.	$
	Real Estate Damages (Severance/Cost-to-Cure)	3.	$
	Total Real Property	**4.**	**$ 504,900.00**
(b)	**Total Personal Property**	**5.**	**$**
(c)	**Fees and Costs**		
	Attorney Fees	6.	$
	Appraiser Fees	7.	$
	_____ Fee(s)	8.	$
	Total Fees and Costs	**9.**	**$ 0.00**
(d)	**Total Business Damages**	**10.**	**$**
(e)	**Total of Other Costs**	**11.**	**$**
	List: _____		

Total Purchase Price (Add Lines **4, 5, 9, 10** and **11**) **$ 504,900.00**
Total Global Settlement Amount

(f)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	$
(g)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____	$

III. Additional Terms

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: _____

_____

_____

(j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.

DT

☒ There is an addendum to this agreement. Page 5 DT is made a part of this agreement.

☐ There is not an addendum to this agreement.

VI. Acknowledgement of Final Agency Acceptance Required; Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

_____
Signature Date

_____
Type or Print Name

_____
Signature Date

_____
Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

_____
Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY: _____
Signature

_____
Type or Print Name and Title

Legal Review: _____
Date

_____
Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

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Addendum to Purchase Agreement

Item/Segment No.: 4464452
Managing District: 5-79110
F.A.P. No.: N/A
SR No.: 400
County: Volusia
Parcel No.: 202

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between **City of Port Orange Florida,** Sellers and the **State of Florida** for the use and benefit of the State of Florida Department of Transportation, Buyer for the above-mentioned property.

- Buyer and Seller agree all fees, costs or business damage claims are included in this purchase agreement and that this agreement constitutes a final settlement of all such claims, fees and costs, if any.

- Buyer and Seller agree that the closing will not occur until all interests are acquired, except for mineral rights owned by AAC Rights LLC and Frank A Ford. *For clarification, mineral rights are an accepted encumbrance and shall not otherwise operate as an exception or encumbrance that Seller is obligated to clear for purposes of delivering marketable title, pursuant to Section III(b) of the Purchase Agreement.*
-
- If the closing should not occur before the Department must commence legal proceedings, the Parties agree to, and consent to, the Department filing suit and the submission of a Stipulated Order of Taking and Final Judgement with the same terms as found within this agreement.

The following state warrant will be issued according to the Seller and/or their representatives:

1. **State Warrant in the amount of $504,900.00 payable to City of Port Orange Florida**

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

SELLER: City of Port Orange Florida **BUYER: State of Florida Department of Transportation**

_____ _____

Signature **Date** **Signature** **Date**

_____ _____

Print Name and Title **Print Name and Title**

Attest_____

EXHIBIT "B"

This transaction is exempt from Doc Stamps
per FL DOR Administrative Code 12B-4.054(24)
December 17, 2025
This instrument prepared by
Meg Hardy
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 202.01
SECTION 79110
F.P. NO. 446445-2/446445-4
STATE ROAD 400 (I-4)
COUNTY VOLUSIA

C I T Y D E E D

THIS DEED, made this _____ day of _____, _____ by the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, for the purposes of transportation right-of-way, all that certain land situate in Volusia County, Florida, viz:

PARCEL NO. 202 **SECTION 79110**
FEE SIMPLE **FP 446445-2 AND 446445-4**

That portion of:

> The northwest quarter and the northeast quarter of Section 18, Township 16 South, Range 32 East, Volusia County, Florida, lying easterly of State Road No. 400 (Interstate Highway No.4)

(Being a portion of the same lands described in Official Records Book 6292, page 176 of the Public Records of Volusia County, Florida.)

described as follows:

Commence at a found 5/8-inch iron rod with cap stamped "BSA LB 1221" marking the southwest

corner of the northwest 1/4 of Section 18, Township 16 South, Range 32 East, Volusia County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 79110, Financial Project No. 446445-2 and 446445-4; thence run North 88°57'04" East along the south line of said southwest 1/4 a distance of 500.45 feet to a point on the Centerline of Survey of State Road 400 (I-4) as shown on said Right of Way Map; thence continue North 88°57'04" East along said south line a distance of 198.48 feet to a point on the existing easterly limited access right of way line of said State Road 400 (I-4); thence departing said south line run North 39°51'33" East along said existing easterly limited access right of way line a distance of 1388.83 feet for a POINT OF BEGINNING; thence continue North 39°51'33" East along said existing easterly limited access right of way line a distance of 2123.06 feet to a point on the north line of the northeast 1/4 of said Section 18 as shown on said Right of Way Map; thence departing said existing easterly limited access right of way line run thence North 88°37'08" East along said north line a distance of 1759.87 feet; thence departing said north line run South 40°00'00" West a distance of 2944.77 feet; thence North 50°08'29" West a distance of 1078.89 feet to the point of curvature of a curve concave Southwesterly and having a radius of 140.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 52°49'04" a distance of 129.06 feet to a point of compound curvature of a curve concave southeasterly and having a radius of 676.02 feet; thence run southwesterly along the arc of said curve through a central angle of 26°28'53" a distance of 312.45 feet to the POINT OF BEGINNING.

Containing 72.120 acres, more or less.

Together with grantors' rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above-described property. For clarification, this grant of grantor's rights of access are not intended or presumed to grant the grantee any rights of access of ingress, egress, light, air and view over the grantor's remaining property.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

CITY OF PORT ORANGE,
a Florida municipal corporation

By:_____

Print Name: _____
Mayor

ATTEST:_____

Print Name: _____
City Clerk

ADDRESS OF GRANTOR:
1000 City Center Circle
Port Orange, FL 32129

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____ and _____, the Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, who are personally known to me or who have produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

PURCHASE AGREEMENT

ITEM SEGMENT NO.: 4464452
DISTRICT: 05
FEDERAL PROJECT NO.:
STATE ROAD NO.: 400
COUNTY: Volusia
PARCEL NO.: 202

Seller: City of Port Orange Florida, A Florida Municipal Corporation

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) Estate Being Purchased: ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) Real Property Described As: Parcel 202, Volusia

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	**Real Property**		
	Land	1.	$ 504,900.00
	Improvements	2.	$
	Real Estate Damages (Severance/Cost-to-Cure)	3.	$
	Total Real Property	**4.**	**$ 504,900.00**
(b)	**Total Personal Property**	**5.**	**$**
(c)	**Fees and Costs**		
	Attorney Fees	6.	$
	Appraiser Fees	7.	$
	_____ Fee(s)	8.	$
	Total Fees and Costs	**9.**	**$ 0.00**
(d)	**Total Business Damages**	**10.**	**$**
(e)	**Total of Other Costs**	**11.**	**$**
	List: _____		

Total Purchase Price (Add Lines **4, 5, 9, 10** and **11**) **$ 504,900.00**

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing $

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ $

III. Additional Terms

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: _____

_____

_____

(j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.

DT

☒ There is an addendum to this agreement. Page 5 DT is made a part of this agreement.

☐ There is not an addendum to this agreement.

VI. Acknowledgement of Final Agency Acceptance Required; Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

_____
Signature Date

_____
Type or Print Name

_____
Signature Date

_____
Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

_____
Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY: _____
Signature

_____
Type or Print Name and Title

Legal Review: _____
Date

_____
Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

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Signature Date

Type or Print Name

Addendum to Purchase Agreement

Item/Segment No.: 4464452
Managing District: 5-79110
F.A.P. No.: N/A
SR No.: 400
County: Volusia
Parcel No.: 202

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between **City of Port Orange Florida,** Sellers and the **State of Florida** for the use and benefit of the State of Florida Department of Transportation, Buyer for the above-mentioned property.

- Buyer and Seller agree all fees, costs or business damage claims are included in this purchase agreement and that this agreement constitutes a final settlement of all such claims, fees and costs, if any.

- Buyer and Seller agree that the closing will not occur until all interests are acquired, except for mineral rights owned by AAC Rights LLC and Frank A Ford. *For clarification, mineral rights are an accepted encumbrance and shall not otherwise operate as an exception or encumbrance that Seller is obligated to clear for purposes of delivering marketable title, pursuant to Section III(b) of the Purchase Agreement.*
-
- If the closing should not occur before the Department must commence legal proceedings, the Parties agree to, and consent to, the Department filing suit and the submission of a Stipulated Order of Taking and Final Judgement with the same terms as found within this agreement.

The following state warrant will be issued according to the Seller and/or their representatives:

1. **State Warrant in the amount of $504,900.00 payable to City of Port Orange Florida**

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names.

SELLER: City of Port Orange Florida **BUYER: State of Florida Department of Transportation**

_____ _____

Signature **Date** **Signature** **Date**

_____ _____

Print Name and Title **Print Name and Title**

Attest_____

This transaction is exempt from Doc Stamps
per FL DOR Administrative Code 12B-4.054(24)
December 17, 2025
This instrument prepared by
Meg Hardy
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 202.01
SECTION 79110
F.P. NO. 446445-2/446445-4
STATE ROAD 400 (I-4)
COUNTY VOLUSIA

C I T Y D E E D

THIS DEED, made this _____ day of _____, _____ by the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, for the purposes of transportation right-of-way, all that certain land situate in Volusia County, Florida, viz:

PARCEL NO. 202 **SECTION 79110**
FEE SIMPLE **FP 446445-2 AND 446445-4**

That portion of:

> The northwest quarter and the northeast quarter of Section 18, Township 16 South, Range 32 East, Volusia County, Florida, lying easterly of State Road No. 400 (Interstate Highway No.4)

(Being a portion of the same lands described in Official Records Book 6292, page 176 of the Public Records of Volusia County, Florida.)

described as follows:

Commence at a found 5/8-inch iron rod with cap stamped "BSA LB 1221" marking the southwest

corner of the northwest 1/4 of Section 18, Township 16 South, Range 32 East, Volusia County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 79110, Financial Project No. 446445-2 and 446445-4; thence run North 88°57'04" East along the south line of said southwest 1/4 a distance of 500.45 feet to a point on the Centerline of Survey of State Road 400 (I-4) as shown on said Right of Way Map; thence continue North 88°57'04" East along said south line a distance of 198.48 feet to a point on the existing easterly limited access right of way line of said State Road 400 (I-4); thence departing said south line run North 39°51'33" East along said existing easterly limited access right of way line a distance of 1388.83 feet for a POINT OF BEGINNING; thence continue North 39°51'33" East along said existing easterly limited access right of way line a distance of 2123.06 feet to a point on the north line of the northeast 1/4 of said Section 18 as shown on said Right of Way Map; thence departing said existing easterly limited access right of way line run thence North 88°37'08" East along said north line a distance of 1759.87 feet; thence departing said north line run South 40°00'00" West a distance of 2944.77 feet; thence North 50°08'29" West a distance of 1078.89 feet to the point of curvature of a curve concave Southwesterly and having a radius of 140.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 52°49'04" a distance of 129.06 feet to a point of compound curvature of a curve concave southeasterly and having a radius of 676.02 feet; thence run southwesterly along the arc of said curve through a central angle of 26°28'53" a distance of 312.45 feet to the POINT OF BEGINNING.

Containing 72.120 acres, more or less.

Together with grantors' rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above-described property. For clarification, this grant of grantor's rights of access are not intended or presumed to grant the grantee any rights of access of ingress, egress, light, air and view over the grantor's remaining property.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

CITY OF PORT ORANGE,
a Florida municipal corporation

By:_____

Print Name: _____
Mayor

ATTEST:_____

Print Name: _____
City Clerk

ADDRESS OF GRANTOR:
1000 City Center Circle
Port Orange, FL 32129

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, this _____ day of _____, _____, by _____ and _____, the Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, who are personally known to me or who have produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 South Woodland Boulevard
DeLand, FL 32720

JARED W. PERDUE, P.E.
SECRETARY

November 3, 2025

City of Port Orange Florida, a Municipal Corporation
Attn: Finance Department
1000 City Center Drive
Port Orange, FL 32129

RE: Item Segment: 4464452
SR No.: 400
County: Volusia
Parcel: 202

Dear Property Owner:

Enclosed with this letter is your Official Notification and Statement of Offer Package concerning an upcoming truck parking project that will affect some of your property in Port Orange.

Enclosed for your reference, a brochure concerning the acquisition process and a letter outlining your rights (Notice to Owner).

Enclosed you will find also find the Department's appraisal, offer, and all necessary closing documents. The Department's offer to purchase Parcel 202 is **$504,900.00**.

Below is a list of documents enclosed related to the Department's offer:

1. PROPERTY OWNER NOTIFICATION LETTER: Sign and date bottom and return.
2. QUESTIONNAIRE: Please fill out and return.
3. OFFER STATEMENT: Please sign acknowledgement and return.
4. PURCHASE AGREEMENT: Please acknowledge the bottom of the 3rd page and date.
5. CITY DEED AND RESOLUTION: These documents must be executed prior to closing.
6. REQUEST FOR TAXPAYER IDENTIFICATION: Please complete this form.
7. APPRAISAL REPORT: by Richard McMillian, MAI

If there are any outstanding property taxes due for prior years, you will have to pay prior to closing and email our office the receipts.

Please call me on your receipt of this offer package at 1-800-780-7102, Extension 5032. I would be happy to discuss the Department's offer and answer any questions you may have.

Sincerely,

Diane Taylor

Diane Taylor
Right of Way Acquisition Agent for the
Florida Department of Transportation
1-(800) 780-7102, Ext. 5032

Enclosures

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Blvd.
DeLand, FL 32720

JARED W. PERDUE, P.E.
SECRETARY

NOTICE TO OWNER

Date: 11/4/25

City Of Port Orange, Florida, a Municipal Corporation
Attn: Finance Department
1000 City Center Cir
Port Orange, FL 32129

ITEM/SEGMENT #:	4464452
MANAGING DISTRICT:	05
F.A.P. #:	
STATE ROAD #:	SR 400
COUNTY:	Volusia
PARCEL #:	202

Dear Property Owner,

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

TRUCK PARKING CENTRAL FLORIDA CORRIDOR - EASTBOUND VOLUSIA COUNTY SITE

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Legal Description and/or Right of Way Map

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

Diane C. Taylor, Right of Way Agent
719 South Woodland Blvd, MS 551
DeLand, FL 32720-6834
(386) 943-5032

Sincerely,

Joseph M. Bracken
District Right of Way Manager
By: Diane C. Taylor

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Acquisition Process Pamphlet

CC: Records Management

Received by: _____

Certified Mail Number:

Date: _____

QUESTIONNAIRE

ITEM/SEGMENT NO:	4464452
MANAGING DIST:	05
F.A.P. NO:	
STATE ROAD NO:	SR 400
COUNTY:	Volusia
PARCEL NO:	202
ATTENTION:	City of Port Orange

Dear Property Owner:

Please provide the following information and mail to this office.

1. Are you the owner of the property identified above? _____
2. I have sold all _____ or part _____ of the property to:
   Name: _____
   Address: _____
   Approximate Date Sold: _____
3. Other than my spouse, I share ownership of this property with:
   Name: _____
   Address: _____
   Telephone No.: _____
4. Please list the appropriate contact person for this property:
   Name and Title: _____
   Address: _____
   Telephone No.: _____
5. Is there an ongoing business on this site? _____
6. If yes, who owns the business?
   Name: _____
   Address: _____
   Telephone No.: _____
7. Additional Comments: _____

_____

_____

_____
Property Owner's Signature

_____
Printed Name and Title

_____
Date

The 2021 Florida Statutes

73.015 Presuit negotiation.—

(1) Before an eminent domain proceeding is brought under this chapter or chapter 74, the condemning authority must attempt to negotiate in good faith with the fee owner of the parcel to be acquired, must provide the fee owner with a written offer and, if requested, a copy of the appraisal upon which the offer is based, and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.

(a) No later than the time the initial written or oral offer of compensation for acquisition is made to the fee owner, the condemning authority must notify the fee owner of the following:

1. That all or a portion of his or her property is necessary for a project.

2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.

3. That, within 15 business days after receipt of a request by the fee owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, and pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.

4. The fee owner's statutory rights under ss. 73.091 and 73.092, or alternatively provide copies of these provisions of law.

5. The fee owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4), or alternatively provide copies of these provisions of law.

(b) The condemning authority must provide a written offer of compensation to the fee owner as to the value of the property sought to be appropriated and, where less than the entire property is sought to be appropriated, any damages to the remainder caused by the taking. The owner must be given at least 30 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities to respond to the offer, before the condemning authority files a condemnation proceeding for the parcel identified in the offer.

(c) The notice and written offer must be sent by certified mail, return receipt requested, to the fee owner's last known address listed on the county ad valorem tax roll. Alternatively, the notice and written offer may be personally delivered to the fee owner of the property. If there is more than one owner of a property, notice to one owner constitutes notice to all owners of the property. The return of the notice as undeliverable by the postal authorities constitutes compliance with this provision. The condemning authority is not required to give notice or a written offer to a person who acquires title to the property after the notice required by this section has been given.

(d) Notwithstanding this subsection, with respect to lands acquired under s. 253.025, the condemning authority is not required to give the fee owner the current appraisal before executing an option contract.

(2) Before an eminent domain proceeding is brought under this chapter or chapter 74 by the Department of Transportation or by a county, municipality, board, district, or other public body for the condemnation of right-of-way, the condemning authority must make a good faith effort to notify the business owners, including lessees, who operate a business located on the property to be acquired.

(a) The condemning authority must notify the business owner of the following:

1. That all or a portion of his or her property is necessary for a project.

2. The nature of the project for which the parcel is considered necessary, and the parcel designation of the property to be acquired.

3. That, within 15 business days after receipt of a request by the business owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.

4. The business owner's statutory rights under ss. 73.071, 73.091, and 73.092.

5. The business owner's rights and responsibilities under paragraphs (b) and (c) and subsection (4).

(b) The notice must be made subsequent to or concurrent with the condemning authority's making the written offer of compensation to the fee owner pursuant to subsection (1). The notice must be sent by certified mail, return receipt requested, to the address of the registered agent for the business located on the property to be acquired, or if no agent is registered, by certified mail or personal delivery to the address of the business located on the property to be acquired. Notice to one owner of a multiple ownership business constitutes notice to all business owners of that business. The return of the notice as undeliverable by the postal authorities constitutes compliance with these provisions. The condemning authority is not required to give notice to a person who acquires an interest in the business after the notice required by this section has been given. Once notice has been made to business owners under this subsection, the condemning authority may file a condemnation proceeding pursuant to chapter 73 or chapter 74 for the property identified in the notice.

(c) If the business qualifies for business damages pursuant to s. 73.071(3)(b) and the business intends to claim business damages, the business owner must, within 180 days after either receipt of the notice or the date the notice is returned as undeliverable by the postal authorities, or at a later time mutually agreed to by the condemning authority and the business owner, submit to the condemning authority a good faith written offer to settle any claims of business damage. The written offer must be sent to the condemning authority by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business damage offer within 180 days, the court must strike the business owner's claim for business damages in any condemnation proceeding. If the court finds that the business owner has made a showing of a good faith justification for the failure to timely submit a business damage offer, the court shall grant the business owner up to 180 days within which to submit a business damage offer, which the condemning authority must respond to within 120 days.

1. The business damage offer must include an explanation of the nature, extent, and monetary amount of such damage and must be prepared by the owner, a certified public accountant, or a business damage expert familiar with the nature of the operations of the owner's business. The business owner shall also provide to the condemning authority copies of the owner's business records that substantiate the good faith offer to settle the business damage claim. If additional information is needed beyond data that may be obtained from business records existing at the time of the offer, the business owner and condemning authority may agree on a schedule for the submission of such information.

2. As used in this paragraph, the term "business records" includes, but is not limited to, copies of federal income tax returns, federal income tax withholding statements, federal miscellaneous income tax statements, state sales tax returns, balance sheets, profit and loss statements, and state corporate income tax returns for the 5 years preceding notification which are attributable to the business operation on the property to be acquired, and other records relied upon by the business owner that substantiate the business damage claim.

(d) Within 120 days after receipt of the good faith business damage offer and accompanying business records, the condemning authority must, by certified mail, accept or reject the business owner's offer or make a counteroffer. Failure of the condemning authority to respond to the business damage offer, or rejection thereof pursuant to this section, must be deemed to be a counteroffer of zero dollars for purposes of subsequent application of s. 73.092(1).

(3) At any time in the presuit negotiation process, the parties may agree to submit the compensation or business damage claims to nonbinding mediation. The parties shall agree upon a mediator certified under s. 44.102. In the event that there is a settlement reached as a result of mediation or other mutually acceptable dispute resolution procedure, the agreement reached shall be in writing. The written agreement provided for in this section shall incorporate by reference the right-of-way maps, construction plans, or other documents related to the taking upon which the

settlement is based. In the event of a settlement, both parties shall have the same legal rights that would have been available under law if the matter had been resolved through eminent domain proceedings in circuit court with the maps, plans, or other documents having been made a part of the record.

(4) If a settlement is reached between the condemning authority and a property or business owner prior to a lawsuit being filed, the property or business owner who settles compensation claims in lieu of condemnation shall be entitled to recover costs in the same manner as provided in s. 73.091 and attorney's fees in the same manner as provided in s. 73.092, more specifically as follows:

(a) Attorney's fees for presuit negotiations under this section regarding the amount of compensation to be paid for the land, severance damages, and improvements must be calculated in the same manner as provided in s. 73.092(1) unless the parties otherwise agree.

(b) If business damages are recovered by the business owner based on the condemning authority accepting the business owner's initial offer or the business owner accepting the condemning authority's initial counteroffer, attorney's fees must be calculated in accordance with s. 73.092(2), (3), (4), and (5) for the attorney's time incurred in presentation of the business owner's good faith offer under paragraph (2)(c). Otherwise, attorney's fees for the award of business damages must be calculated as provided in s. 73.092(1), based on the difference between the final judgment or settlement of business damages and the counteroffer to the business owner's offer by the condemning authority.

(c) Presuit costs must be presented, calculated, and awarded in the same manner as provided in s. 73.091, after submission by the business or property owner to the condemning authority of all appraisal reports, business damage reports, or other work products for which recovery is sought, and upon transfer of title of the real property by closing, upon payment of any amounts due for business damages, or upon final judgment.

(d) If the parties cannot agree on the amount of costs and attorney's fees to be paid by the condemning authority, the business or property owner may file a complaint in the circuit court in the county in which the property is located to recover attorney's fees and costs.

This shall only apply when the action is by the Department of Transportation, county, municipality, board, district, or other public body for the condemnation of a road right-of-way.

(5) Evidence of negotiations or of any written or oral statements used in mediation or negotiations between the parties under this section is inadmissible in any condemnation proceeding, except in a proceeding to determine reasonable costs and attorney's fees.

History.—s. 57, ch. 99-385; s. 8, ch. 2001-256; s. 28, ch. 2016-233; s. 14, ch. 2020-2.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATEMENT OF OFFER

575-030-08
RIGHT OF WAY
06/23

City of Port Orange Florida, A Florida Municipal Corporation
Attn: Finance Department
1000 City Center Circle
Port Orange, FL 32129

ITEM/SEGMENT NO.: 4464452
DISTRICT: 05
FEDERAL PROJECT NO.:
STATE ROAD NO.: 400
COUNTY: Volusia
PARCEL NO.: 202

Dear Property Owner

As you are probably aware, the State of Florida Department of Transportation is in the process of acquiring the needed right of way for the above referenced facility. A determination has been made that either a part or all of your property will be needed. A search of the Public Records of the County in which this property is situated has been made and it was determined that property is owned by you.

The interest being acquired in your property is: Fee Simple

In addition, the following list will identify the buildings, structures, fixtures, and other improvements which are considered to be a part of the real property acquired, or personal property being acquired, if any: N/A

The following items were excluded: None

You are further advised that the Department's offer of just compensation for the property required for the construction of this facility is based on the Fair Market Value of the property and that the Department's offer to you is not less than the approved appraised value of the property.

The following represents a summary of the Department's offer to you and the basis therefore:

Land	$ 504,900.00
Improvements	$
Real Estate Damages	$
Total	$ 504,900.00

This Statement of Offer is not a contract; if you agree to accept this offer, you will be required to sign a purchase agreement. Any additional information you may require can be obtained through the Department's Representative that contacted you. If that representative is not readily available, please contact:
Gillilan Bernard Right of Way Administrator at 386-943-5062 or gillian.bernard@dot.state.fl.us.

Sincerely,

Joesph Bracken
District Right of Way Manager
By: Diane Taylor

Certified Mail
Delivered By

Type or Print Name

Date

Receipt Acknowledged By

Type or Print Name

Date

ITEM SEGMENT NO.: 4464452
DISTRICT: 05
FEDERAL PROJECT NO.:
STATE ROAD NO.: 400
COUNTY: Volusia
PARCEL NO.: 202

Seller: City of Port Orange Florida, A Florida Municipal Corporation

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) Estate Being Purchased: ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) Real Property Described As: Parcel 202, Volusia

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A
These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	**Real Property**		
	Land	1. $	504,900.00
	Improvements	2. $	
	Real Estate Damages (Severance/Cost-to-Cure)	3. $	
	Total Real Property	**4. $**	**504,900.00**
(b)	**Total Personal Property**	**5. $**	
(c)	**Fees and Costs**		
	Attorney Fees	6. $	
	Appraiser Fees	7. $	
	_____ Fee(s)	8. $	
	Total Fees and Costs	**9. $**	**0.00**
(d)	**Total Business Damages**	**10. $**	
(e)	**Total of Other Costs**	**11. $**	
	List: _____		

Total Purchase Price (Add Lines **4, 5, 9, 10** and **11**) **$ 504,900.00**

Total Global Settlement Amount

(f)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	$
(g)	Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____	$

III. Additional Terms

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.

(g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: _____

_____

_____

(j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.

☐ There is an addendum to this agreement. Page _____ is made a part of this agreement.
☐ There is not an addendum to this agreement.

VI. Acknowledgement of Final Agency Acceptance Required; Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

_____
Signature Date

_____
Type or Print Name

_____
Signature Date

_____
Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

_____
Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY: _____
Signature

_____
Type or Print Name and Title

Legal Review: _____
Date

_____
Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

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Signature Date

Type or Print Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
RIGHT OF WAY
10/16

City Port Orange Florida, a Florida Municipal Corporation
1000 City Center Circle
Port Orange, Florida 32129

ITEM/SEGMENT NO.: 4464452
MANAGING DISTRICT: 05
F.A.P. NO.:
STATE ROAD NO.: 400
COUNTY: Volusia
PARCEL NO.: 202

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Pursuant to s. 17.0315 & s. 215.422, Florida Statutes, we must obtain your correct Taxpayer Identification Number (TIN) for processing of any payment, and for real estate proceeds, reporting to the Internal Revenue Service (IRS) in compliance with federal regulations.

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	**Phone Number**
Business Name, if different from above	**Phone Number**
Address (number, street, and apt. or suite no.)	**OWNERSHIP INTEREST** ☐ Sole Owner ☐ Part Owner with _____ % interest ☐ Not Applicable (Vendor Only)
City, State, and ZIP Code	

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): ___ ___ ___ - ___ ___ - ___ ___ ___ ___

For other entities, it is your employer identification number (EIN): ___ ___ - ___ ___ ___ ___ ___ ___ ___

If you do not have a TIN, see attached instructions for **How to get a TIN.**

Below, choose one number that accurately describes the business or the individual.

☐ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
(A corporation formed under the laws of any state within the United states.)

☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)

☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**

☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**

☐ **5 - NONCORPORATE RENTAL AGENT**

☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)

☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
Is income effectively connected with business in the United States? ☐ YES ☐ NO

☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ **Date** _____

Title _____ **Email (optional)** _____

Instructions for

Names and Taxpayer Identification Numbers

1. Individuals should enter the name shown on your social security card. If you have changed your last name due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. Individuals may enter their EIN (if you have one).

2. Married Couples should give the name and SSN of either person.

3. Custodian Accounts (Guardianship) must give the ward's name and SSN. Do not furnish the TIN of the guardian.

4. For a **Trust Account that is not a legal or valid trust under state law,** give the name and SSN of the actual owner.

5. Limited Liability Company (LLC) - If a single-member LLC (including a foreign LLC with a domestic owner) disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line and enter the LLC name on the "Business Name" line. You may use either your SSN or EIN. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

6. For a **Sole Proprietor or a Single-Owner LLC** enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as (DBA) name on the "Business name" line. You may enter either your SSN or EIN (if you have one). The IRS prefers that you use your SSN.

7. For a **Valid Trust**, name the trust and give the EIN for the trust. Do not furnish the TIN of the trustee.

8. For an **Estate**, the name should be shown as "The estate of (name of decedent)". Give the SSN of the decedent if he/she died in the calendar year of the closing. Give the EIN for the estate for any subsequent years following the death of the decedent. Do not furnish the TIN of the personal representative.

9. For an **Association, Club, Religious, Charitable, Educational, or other tax-exempt organization**, give the name and EIN of the organization.

10. For a **Partnership or Multi-Member LLC** give the name and EIN for the partnership, or LLC.

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 Social Security Administration office or 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form. **Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

This transaction is exempt from Doc Stamps per FL DOR Administrative Code 12B-4.054(24)
October 1, 2025
This instrument prepared by
Meg Hardy
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 202.01
SECTION 79110
F.P. NO. 446445-2/446445-4
STATE ROAD 400 (I-4)
COUNTY VOLUSIA

CITY DEED

THIS DEED, made this _____ day of _____, _____ by the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

PARCEL NO. 202 **SECTION 79110**
FEE SIMPLE **FP 446445-2 AND 446445-4**

That portion of:

> The northwest quarter and the northeast quarter of Section 18, Township 16 South, Range 32 East, Volusia County, Florida, lying easterly of State Road No. 400 (Interstate Highway No.4)

(Being a portion of the same lands described in Official Records Book 6292, page 176 of the Public Records of Volusia County, Florida.)

described as follows:

Commence at a found 5/8-inch iron rod with cap stamped "BSA LB 1221" marking the southwest corner of the northwest 1/4 of Section 18, Township 16 South, Range 32 East, Volusia County,

Florida, as shown on Florida Department of Transportation Right of Way Map Section 79110, Financial Project No. 446445-2 and 446445-4; thence run North 88°57'04" East along the south line of said southwest 1/4 a distance of 500.45 feet to a point on the Centerline of Survey of State Road 400 (I-4) as shown on said Right of Way Map; thence continue North 88°57'04" East along said south line a distance of 198.48 feet to a point on the existing easterly limited access right of way line of said State Road 400 (I-4); thence departing said south line run North 39°51'33" East along said existing easterly limited access right of way line a distance of 1388.83 feet for a POINT OF BEGINNING; thence continue North 39°51'33" East along said existing easterly limited access right of way line a distance of 2123.06 feet to a point on the north line of the northeast 1/4 of said Section 18 as shown on said Right of Way Map; thence departing said existing easterly limited access right of way line run thence North 88°37'08" East along said north line a distance of 1759.87 feet; thence departing said north line run South 40°00'00" West a distance of 2944.77 feet; thence North 50°08'29" West a distance of 1078.89 feet to the point of curvature of a curve concave Southwesterly and having a radius of 140.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 52°49'04" a distance of 129.06 feet to a point of compound curvature of a curve concave southeasterly and having a radius of 676.02 feet; thence run southwesterly along the arc of said curve through a central angle of 26°28'53" a distance of 312.45 feet to the POINT OF BEGINNING.

Containing 72.120 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Manager, the date first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____
ADDRESS:
_____

_____

CITY OF PORT ORANGE,
a Florida municipal corporation

By:_____

Print Name: _____
Mayor

ATTEST:_____

Print Name: _____
City Manager

ADDRESS OF GRANTOR:
1000 City Center Circle
Port Orange, FL 32129

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____ and _____, the Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipal corporation, who are personally known to me or who have produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

03-BSD06-03/07
October 1, 2025
This instrument prepared by
Meg Hardy
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 202.01RES
SECTION 79110
F.P. NO. 446445-2/446445-4
STATE ROAD 400 (I-4)
COUNTY VOLUSIA

RESOLUTION

ON MOTION of Council Member _____, seconded by Council Member _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400 (I-4), Section No. 79110, F.P. No. 446445-2/446445-4, in Volusia County, Florida: and

WHEREAS, it is necessary that certain lands now owned by the City of Port Orange, Florida, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for City purposes: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said City has in and to said lands required for transportation purposes and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for City purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of the City of Port Orange, Florida, in and to said lands should be drawn and executed by _____, on behalf of this City Council.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF VOLUSIA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Port Orange Beach, Florida, at a meeting held on the _____ day of _____, _____.

_____

Clerk of the City Council
Port Orange, Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF VALUE

FP NO: 446445-2 & 446445-4
State Road: 400 (I-4)
County: Volusia
Managing District: Five
FAP No.: N/A
Parcel No.: 202

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this certification. (The name of each individual providing significant assistance must be stated on an addendum to this certificate, together with a statement of whether such individual is a state registered, licensed or certified appraiser and, if so, his or her registration, license or certification number.)
9. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings,
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the Department without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization, are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 4th day of September 2025, is: $504,900 .

...arket value should be allocated as follows:

LAND	$ 504,900		
		LAND AREA:	(Ac/SF) 72,120 AC
IMPROVEMENTS	$ 0	Land Use (HABU as Vacant):	Agricultural/Recreation Use
NET DAMAGES &/OR COST TO CURE	$ 0		
TOTAL	$ 504,900		

September 18, 2025
DATE

APPRAISER
Richard K. MacMillan, MAI, President
State-Certified General Real Estate Appraiser RZ 353

SUPPLEMENT TO CERTIFICATE OF VALUE

Professional Assistance:

Thomas A. Riddle, State Certified General Real Estate Appraiser RZ1451 (Certificate Expires November 30, 2026), provided significant professional assistance including sales research, area data compilation, preparation of comparable sales information and analysis. H. Kimberly Pope, State Certified General Real Estate Appraiser RZ1141 (Certificate Expires November 30, 2026) inspected the subject property.

Additional Certification

I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

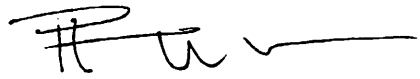
As of the date of this report, I, Richard K. MacMillan, MAI, have completed the requirements of the continuing education program of the Appraisal Institute.

Prior Assignment Disclosure

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Competency Provision

The appraiser has the knowledge and expertise for this appraisal assignment. Richard K. MacMillan, MAI has been providing eminent domain appraisal assignments for over 40 years, including numerous residential, commercial and industrial properties.



Richard K. MacMillan, MAI
State Certified General Real Estate Appraiser RZ353
(Certificate Expires November 30, 2026)

September 18, 2025
Date

APPRAISAL REPORT

OF

A PARTIAL FEE TAKING CONTAINING 72.120 ACRES

LOCATED ALONG THE NORTH SIDE OF SHUNZ ROAD ACROSS FROM BEAR TRAIL, AND ALONG THE SOUTHEAST SIDE OF INTERSTATE 4

IN UNINCORPORATED VOLUSIA COUNTY, FLORIDA

PARCEL NO.: 202

FPN NO.: 446445-2 & 446445-4

STATE ROAD: 400 (I-4)

DATE OF REPORT: SEPTEMBER 18, 2025

DATE OF VALUATION: SEPTEMBER 4, 2025

PREPARED FOR:

Mr. Michael D. Dollery
FDOT District Five ROW Project Manager
Cost Estimate/Design Support
719 South Woodland Blvd.
Deland, Florida 32720

PREPARED BY:

Richard K. MacMillan, MAI, President
State-Certified General Real Estate
Appraiser #RZ353
THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.
377 Maitland Avenue, Suite 2008
Altamonte Springs, FL 32701

THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.
Real Estate Appraisers • Consultants
377 Maitland Avenue • Suite 2008 • Altamonte Springs, FL 32701
(407) 539-1288

September 18, 2025

Michael D. Dollery
District 5 ROW Project Manager
Cost Estimate / Design Support
Florida Department of Transportation
719 S. Woodland Blvd.
DeLand, FL 32720

RE:	Parcel Number:	202
	FP No.:	446445-2 & 446445-4
	State Road:	400 (I-4)
	County:	Volusia

Dear Mr. Dollery:

In reference to the fee taking for a, Parcel 202, I have personally inspected and appraised the parcel referenced above for the purpose of providing an opinion of the market value of the property to be acquired and damages, if any, to the remainder. Parcel 202 contains 72.120 acres and is part of a larger tract of vacant/undeveloped tract of land owned by the City of Port Orange that is located along the southerly side of Interstate 4 (I-4), a limited access highway and having frontage and access along Shunz Road. The property is owned by the City of Port Orange but not contiguous to the city limits and remains within unincorporated Volusia County.

It is the Appraiser's understanding that the Florida Department of Transportation conducted a Truck and Freight Alternative Site Analysis Project Development and Environment (PD&E) Study to identify, evaluate, and recommend truck and freight parking sites along or near the I-4 corridor within Osceola, Orange, Seminole, and Volusia Counties that are viable for private and public operator use for rest stops.

Parcel 202 is an irregular shaped acquisition located at the very northwest corner of the property fronting I-4 that is proposed for an FDOT truck site facility. The right of way maps provided for this assignment reveal an abbreviated parent tract of 561.570 acres that includes land south of Shunz Road. The proposed acquisition is located north of Shunz Road along I-4 and in order to solve the appraisal problem, the Appraiser has established the abbreviated parent tract to be a portion of the ownership identified as Tax Parcel 621800000010 and 621800000011, located north of Shunz Road. This has been land area has been calculated by KCG, Inc. to be 507.660 acres in size.

For the purposes of this analysis, market value has been defined as "*Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.*" This market value definition is the preferred definition by the Florida Department of Transportation.

This Appraisal Report is intended to comply with the reporting requirements of the Uniform Standards of Professional Appraisal Practice and the Florida Department of Transportation Supplemental Standards. This appraisal will include a before and after valuation of the land only in an effort to identify damages, if any, as a result of the proposed acquisition.

The undersigned hereby certifies he has no past, present, nor contemplated future interest in the property that is the subject of this appraisal report. It is further certified that neither the employment to make this appraisal nor the compensation thereof, is contingent upon the value reported.

The appraiser has inspected the subject property and all the comparable sales. To the best of my knowledge and belief, the statements, analyses, and opinions contained within this appraisal report are correct (subject to the statement of Assumptions and Limiting Conditions).

After careful consideration of the information included in this appraisal report, it is my opinion that the Market Value of the partial fee acquisition, Parcel 202, which contains 72.120 acres, as of September 4, 2025 was:

FIVE HUNDRED FOUR THOUSAND
NINE HUNDRED AND NO/100 DOLLARS
($504,900)

Enclosed with the report is a complete description of the parcel that includes a legal description, photographs, sketches and valuation analysis with comparable sales and a sub-consultant report. Your attention is directed to the scope of the appraisal and the definitions of limiting conditions as contained in the addenda of this report.

Sincerely,

Richard K. MacMillan, MAI, President
State-Certified General Real Estate Appraiser RZ353

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ADDENDA

Area Map/Area Data Analysis
Land Sales Location Maps
Land Sales Data Sheets
Parcel Analysis Prepared by Kelly, Collins and Gentry, Inc.
Deed of Last Conveyance
Property Owner Contact Information
Qualifications of Appraiser

115 QUALIFYING AND LIMITING CONDITIONS

Legal Matters:

The legal description used here by the appraiser to identify the subject property is presumed to be correct but it has not been confirmed by survey. The appraiser assumes no responsibility for such a survey, or for encroachments or overlapping or other discrepancies that might be revealed thereby. Sketches and plot plans in the report are to assist the reader to visualize the property and are not to be assumed as surveys unless they are specifically identified as such.

The appraiser renders no opinion of a legal nature, such as to ownership of the property or condition of title. The title of the property is assumed to be marketable. Unless stated to the contrary, the property is appraised as an unencumbered fee, which does not exist in violation of applicable ordinances, statutes, or other governmental regulations.

Unapparent Conditions:

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structural, which would render it more or less valuable than an otherwise apparently comparable property. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such conditions.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Information and Data:

The information and data supplied to the appraiser by others, and considered in the valuation, are from sources believed to be reliable but no further responsibility is assumed for their accuracy.

The appraiser assumes that the subject property will be managed efficiently and maintained properly.

The appraiser considered all data of a conjectural nature such as the reasonable probability to re-zone or to obtain variances.

Use of the Appraisal:

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications, without the prior written consent and approval of the author.

All of the valuations in the report are applicable only under the stated program of highest and best use and are not necessarily applicable under other programs of use.

The distribution of the total valuation in this report between land and improvements is applicable only as a part of the whole property. The land value, or the separated value of improvements, must not be used in conjunction with any other appraisal and is invalid if so used.

The appraiser is not required to give testimony or to appear in court by reason of this appraisal unless arrangements have previously been made with the undersigned appraiser.

120 SUMMARY OF SALIENT FACTS AND CONCLUSIONS:

Name(s) and Address of The Owner(s) of Record:
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Property Address:
The property is vacant and is not assigned a property address by the County Property Appraiser.

Location Description:
The subject property is located along the north side of Shunz Road across from Bear Trail, and along the southeast side of Interstate 4, in unincorporated Volusia County, Florida.

Property Inspection Dates: August 25, 2025 and September 4, 2025

Richard K. MacMillan, MAI, appraiser of record and associate appraiser, Kimberly Pope attended the scheduled inspection of the subject on August 25, 2025. Roger Burda, with the City of Port Orange met the appraisers for this inspection. Appraisal Subconsultant, Hal Collins with Kelly, Collins and Gentry, Inc. (KCG) also attended this scheduled inspection. FDOT representatives that attended the scheduled inspection included Michael Dollery and Diane Taylor.

The extent of the field inspection included a physical inspection of the subject and the area of taking as well as photographing the subject site. Richard K. MacMillan, Kimberly Pope and Thomas A. Riddle inspected the subject from the right of way on September 4, 2025.

Land Size:

The proposed acquisition is located north of Shunz Road along I-4 and in order to solve the appraisal problem, the Appraiser has established the abbreviated parent tract to be a portion of the ownership identified as Tax Parcel 621800000010 and 621800000011, located north of Shunz Road. This has been land area has been calculated by KCG, Inc. to be 507.660 acres in size.

Parent Tract:	507.660 AC
Area of Taking:	
Parcel 202:	72.120 AC
Area of Remainder	435.540 AC

Parent Tract Source: KCG, Inc. (Geometry based upon FDOT Right of Way Maps)
Parcel 202 (Fee Taking) Source: FDOT Right of Way Maps

Improvements: There are no building improvements on-site.

130 TYPE OF APPRAISAL AND REPORT FORMAT:

For this analysis, we have prepared an Appraisal Report with a before and after analysis, limited to land only.

140 PURPOSE, INTENDED USE AND INTENDED USER OF THE APPRAISAL:

The appraisal purpose is to develop and report an opinion of market value. The intended use of the acquisition appraisal is for the Department's review appraiser to use as a basis for establishing Recommended Compensation, as applicable, of the whole property, the property to be acquired, the remainder property, the damages and special benefits, if any, for acquisition by the Department for use in connection with a transportation facility. The intended user of the appraisal is the Florida Department of Transportation.

The partial fee taking, Parcel 202 is to be acquired for a proposed truck parking facility and conservation area by the Florida Department of Transportation.

150 DEFINITION OF MARKET VALUE:

For the purposes of this analysis, market value has been defined as *"Value, as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied."* This market value definition is the preferred definition by the Florida Department of Transportation.

160 PROPERTY RIGHTS (INTEREST) APPRAISED:

The property rights appraised for Parcel 202 is the fee simple interest and is defined as the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. *The Appraisal Institute. Dictionary of Real Estate Appraisal (7th ed.).2022.*

175 SCOPE (EXTENT OF PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA):

The parent tract is comprised a vacant/undeveloped tract of land owned by the City of Port Orange. As such the scope of the appraisal assignment includes a preparation of an Appraisal Report with a before and after valuation of subject land only. The scope of the sales search involves researching large acreage tracts of vacant land. Comparable sales that have occurred within the subject market area have been researched in Volusia County and Flagler County to estimate the value of the underlying land. The sales were discovered by researching the public records, MicroBase research source, the Multiple Listing Service and Loopnet. The vacant land sales selected were considered most comparable with respect to highest and best use, location, size, utilities, and zoning. The market transactions were verified with at least one of the participating parties and/or real estate agents and attorneys that were involved in the transaction in order to accurately determine any effect on the purchase price. The sales utilized to value the subject property were considered to be the most compelling indicators of market value for the subject and are included in the Addenda section of this report. Listings of vacant properties in the area were also researched to provide support for current market conditions.

This appraisal report has been prepared in compliance with the Florida Department of Transportation Supplemental Standards (FSS's) and the Uniform Standards of Professional Appraisal Practice (USPAP).

The following sub consultant provided assistance to the appraisal analysis.

- Kelly Collins and Gentry, Inc. (KCG) provided a land planning/engineering summary report and sketches.

180 APPRAISAL PROBLEM

The formula established by case law requires the appraiser to estimate the value of the whole property before the taking, less the value of the part taken, which equals the remainder as part of the whole. The appraiser will then compare the value of the remainder as part of the whole with the remainder in order to estimate damages, if any, to the remainder site. As indicated, the valuation is based upon land only.

180 APPRAISAL PROBLEM (continued)

The acquisition for Parcel 202 is located in the northern portion of the site along Interstate 4 (SR 400). Parcel 202 is a limited access right of way taking that contains 72.120 acres. It is to be used for a proposed truck parking facility as well as conservation area to set aside natural wetland area and maintain a wildlife corridor contiguous to an existing I-4 wildlife crossing. The taking for P. 202 is undeveloped vacant land consisting of uplands and wetlands.

As stated, the Appraisal Report is based upon valuing the land only. The appraisal will also include an analysis of damages, if any, as a result of the proposed acquisition. The Sales Comparison Approach for vacant land will be used in the analysis.

200 IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION:

Property Address:
The property is vacant and is not assigned a property address by the County Property Appraiser.

Location Description:
The subject property is located along the north side of Shunz Road across from Bear Trail, and along the southeasterly side of Interstate 4, in unincorporated Volusia County, Florida.

Legal Description:

A separate legal description of the subject property was not available. The subject parent tract can be described as Tax Parcel 621800000011 and Tax Parcel 621800000010 lying north of Shunz Road. KCG, Inc. has calculated the parent tract to contain 507.660 acres. The reader is directed to the sketch of the parent tract included for a visual depiction of the property being appraised.

220 DESCRIPTION OF AREA AND NEIGHBORHOOD:

The description of the Area and the Area Map is included in the addenda of this report.

Neighborhood Map



A neighborhood can be defined as a group of complementary land uses, which can be an entire community, or a portion of a larger community, for which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. A large number of shared features may be reflected in a neighborhood including a similarity of economic level, cultural backgrounds, building types and styles, population characteristics, and governmental and zoning regulations that affect land use. Neighborhood boundaries may consist of well-defined natural or manmade barriers, or they may be defined by social, economic, and governmental forces which may cause a distinct change in land use or in the character of the inhabitants.

220 DESCRIPTION OF AREA AND NEIGHBORHOOD (continued)

The complementary land uses that comprise neighborhoods typically evolve through stages known as the life cycle. These stages include development and growth, stability, transition, decline, and revitalization. These stages should be used as guides to market trends; however, there is no set life expectancy for a neighborhood, and the life cycle stages are not always sequential.

The neighborhood can be defined as those properties generally west of Interstate 95 (I-95), east of North Deland, and generally one –half mile north of West International Speedway Boulevard (WISB) and one-half mile south of Interstate 4 (I-4). The neighborhood contains properties located within the City of Daytona Beach, the City of Port Orange as well as unincorporated areas of Volusia County.

The major roadways in the neighborhood are I-4, I-95 and West International Speedway Boulevard. I-4 is a major east-west interstate highway running through central Florida that begins in Tampa to the west and ends in Daytona Beach at I-95. I-95 is a major north-south interstate highway that runs along the eastern United States from Maine down to Florida, providing a key route for both local and long-distance travel along the East Coast. In Florida, I-95 plays a critical role in connecting the northern and southern parts of the state, offering access to major cities, coastal towns, and popular tourist destinations including Daytona Beach. West International Speedway Boulevard in the neighborhood is a major east-west road in Daytona Beach, Florida, that begins near I-95 and west of LPGA Boulevard.

Most of the development is in the eastern portion of the neighborhood near I-95 at its intersection with West International Speedway Boulevard. Just outside the neighborhood, at the southeast quadrant of this intersection, are the Daytona Beach International Airport and the Daytona International Speedway motor race track. East of I-95, from the airport and speedway to the coastline, the land is heavily developed with commercial, residential and institutional uses. This area is a tourist destination due to the speedway and beaches and International Speedway Boulevard, east of I-95 is a thoroughfare with a variety of businesses, including restaurants, motels, and retail stores.

In the subject neighborhood, west of I-95, the land is less densely developed than east of I-95. West of I-95 to LPGA Boulevard, along and just off West International Speedway Boulevard the uses include a hotel, several restaurants, several convenient stores, an indoor gun range, and the Daytona Flea & Farmers market. There is also a storage facility, an RV park, a waste management facility, scattered local commercial uses, and residential uses. The residential developments in the area include the existing Grande Champion International housing development , and the Preserve at LPGA housing development by Lennar that is under construction located along the east side of LPGA Boulevard. Also underway in the area, is mixed use development known as Daytona Entrada, located just east of LPGA

220 DESCRIPTION OF AREA AND NEIGHBORHOOD (continued)

Boulevard on the north side of West International Speedway Boulevard. This significant mixed-use project is planned for restaurants, townhomes, upscale apartments, and a potential grocery store. It should also be noted that south of West International Speedway Boulevard, at the southwest quadrant of I-95 and I-4 on the east side of Tomoka Farms Road there is a planned mixed use development to be known as Waypointe. Waypointe is slated to have commercial uses fronting Tomoka Farms Road along with 1,660 residences consisting of multi-family units, single-family units and townhouses.

West of LPGA Boulevard to Indian Lakes Road, International Speedway Boulevard is bordered with scattered commercial uses and older residential developments. At Indian Lakes Road there are Volusia County Government facilities including the fire services training center, the sheriff's office evidence storage facility, the county medical examiner's office, the Daytona Juvenile residential facility, animal services facility, the Volusia County jail and the Tomoka Correctional Institution.

In the western portion of the neighborhood from the subject property to North Deland the area is largely undeveloped. In this western area is the Tiger Bay State Forest and Tiger Bay Wildlife Management area covering 30,000 acres, the Clark Bay Conservation Area covering over 5,100 acres, and Longleaf Pine Preserves covering just over 12,000 acres. These areas serve as a refuge for wildlife, including black bears, bald eagles, alligators, deer, and various bird species. They include extensive cypress swamps, pine-palmetto flatwoods, lakes and ponds. Recreational activities available include hunting, wildlife viewing, hiking, picnicking, bicycling, horseback riding, and canoeing.

Overall the neighborhood is within the stability and growth life cycle. In summary, the neighborhood is a convenient, mix-use area with easy access to major highways, commercial businesses, and residential communities. It's not as dense as the area east of I-95, but is seeing new development as more undeveloped land is available in this area. As such, it is expected that the values in this area will remain stable or increase slightly in the near future.

230 DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES:

Property Type:
Vacant Land, except for an existing FDOT storm water pond

Existing Use:
Vacant Land

LAND:

A. Area:

Parent Tract:	507.660 AC
Area of Taking:	
Parcel 202:	72.120 AC
Area of Remainder	435.540 AC

Parent Tract Source: KCG, Inc. (Geometry based upon FDOT Right of Way Maps)
Parcel 202 (Fee Taking) Source: FDOT Right of Way Maps

B. Shape: Irregular

C. Dimensions: Please see the Parent Tract sketch included in this report.

D. Access: The subject property has ±1,964 feet of frontage along the north side of Shunz Road, a two lane private road and ±4,600 feet of limited access frontage along the southeast side of Interstate 4. The subject property is accessible via a forest road that connects to Shunz Road a two lane rural roadway.

E. Topography: The subject property is generally level to slightly sloping. Per KCG, Inc., available wetland inventory maps indicate a large freshwater forested / shrub wetland habitat throughout the north portion of the site with elongated portions through the mid and westerly portions as well. Each of the designated wetland areas are described as the Palustrine System, which includes all nontidal wetlands dominated by trees, shrubs, persistent emergent, emergent mosses or lichens. Sub classifications include additional vegetation and indications of surface waters for periods of time.

Per calculations by KCG, the subject property contains ±169.5 acres of wetlands, ±12.4 acres of ponds/surface water area, and ±325.760 acres of upland.

F. Flood Plain Data: Per FEMA Floodplain Panel 12127C0500H Eff. Date February 19, 2014, the subject property is primarily within Zone A, 100 year floodplain, with pockets throughout located within Zone X, outside of the 100 year flood plain.

230 DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

G. Drainage: Drainage patterns are sheetflow corresponding to the existing site topography.

H. Soil: According to the USDA Web Soil Survey the site is comprised of the following soils:

- Daytona sand, 0 to 5 percent slopes
- Hontoon muck, frequently ponded, 0 to 1 percent slopes
- Immokalee sand 464.2 30.1% 32 Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes Myakka-St. Johns complex
- Pomona fine sand Samsula muck, frequently ponded, 0 to 1 percent slopes
- Smyrna-Smyrna, wet, fine sand
- St. Johns fine sand

I. Utilities on-site: None known.

J. Utilities Available: There are no central services located in proximity to the subject property.

K. Site Improvements: There are no site improvements on the subject tract.

L. Easements, Encroachments and Restrictions: Per the FDOT ROW maps and the title work provided for this assignment there are no known encroachments or restrictions that adversely affect the value of the subject property. It should be noted however, that the subject is encumbered with the following easements:

There is a utility easement in favor of Florida Power and Light Company that runs parallel to I-4 near Shunz Road.

In addition that were no outdoor advertising signs, tenant owned improvements, other real property conveyed or non-realty items that are part of this appraisal assignment. There were no other restrictions, easements, or encumbrances noted that would have a negative impact on value.

230 DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

Building Improvements: There are no building improvements on the subject property.

Other Pertinent Features: None

Traffic Count: The 2024 FDOT Average Annual Daily Traffic (AADT) count: (Adjacent to Subject)

Interstate 4:	69,500 AADT
Shunz:	N/A

PHOTOGRAPHS



(1) View of the subject parent tract from I-4 facing northeasterly.
Photograph taken on August 25, 2025 by Richard K. MacMillan



(1) View of the subject parent tract from I-4 facing southwesterly.
Photograph taken on August 25, 2025 by Richard K. MacMillan

PHOTOGRAPHS



(3) View of Parcel 202 from I-4 facing northeasterly.
Photograph taken on August 25, 2025 by Richard K. MacMillan



(4) View of acquisition Parcel 202 facing easterly.
Photograph taken on August 25, 2025 by Richard K. MacMillan

PHOTOGRAPHS

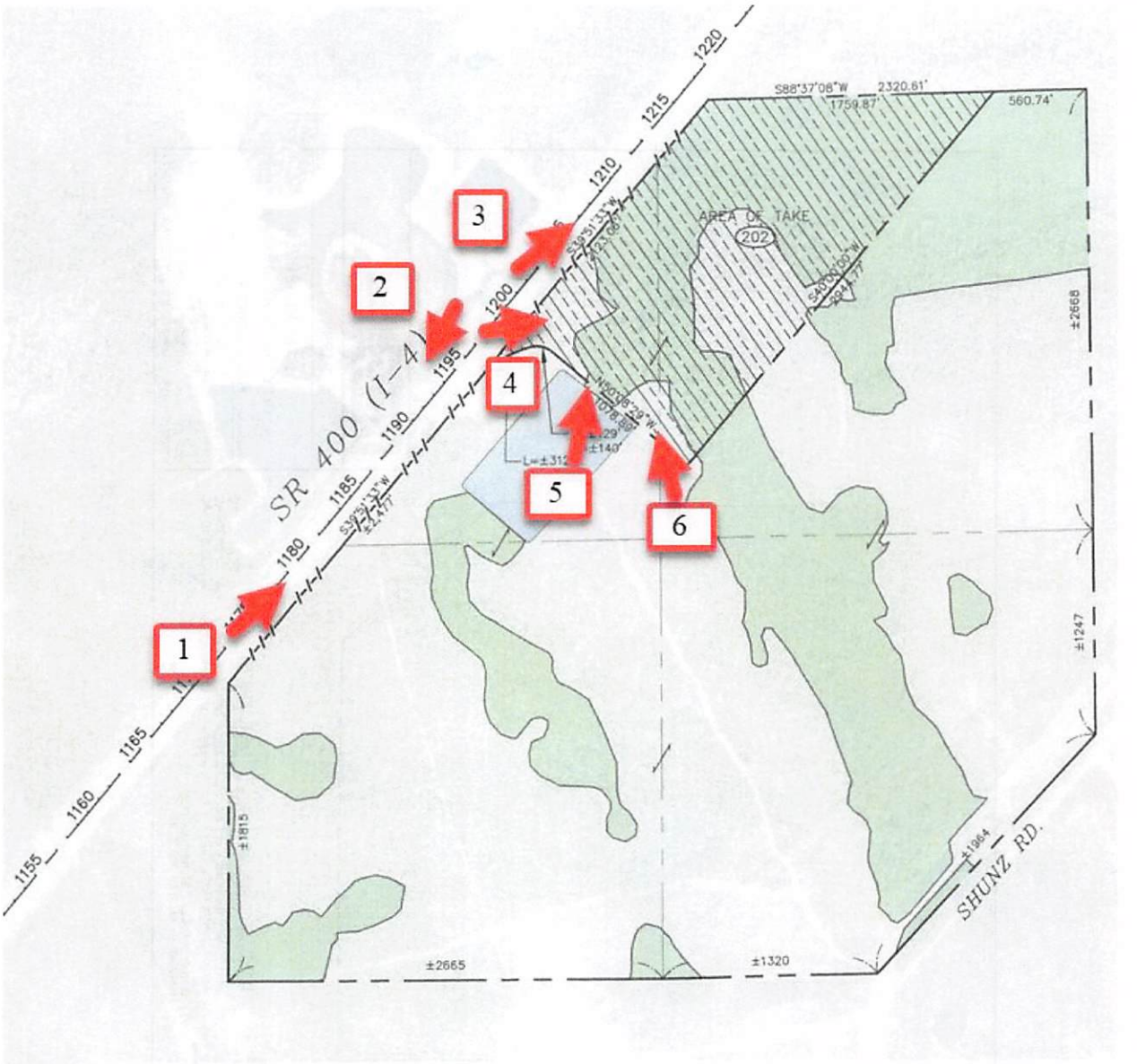


(5) View of acquisition Parcel 202 facing northerly.
Photograph taken on August 25, 2025 by Richard K. MacMillan



(6) View of acquisition Parcel 202 facing northwesterly.
Photograph taken on August 25, 2025 by Richard K. MacMillan

Sketch Showing Photo Angles



N

0 400 800

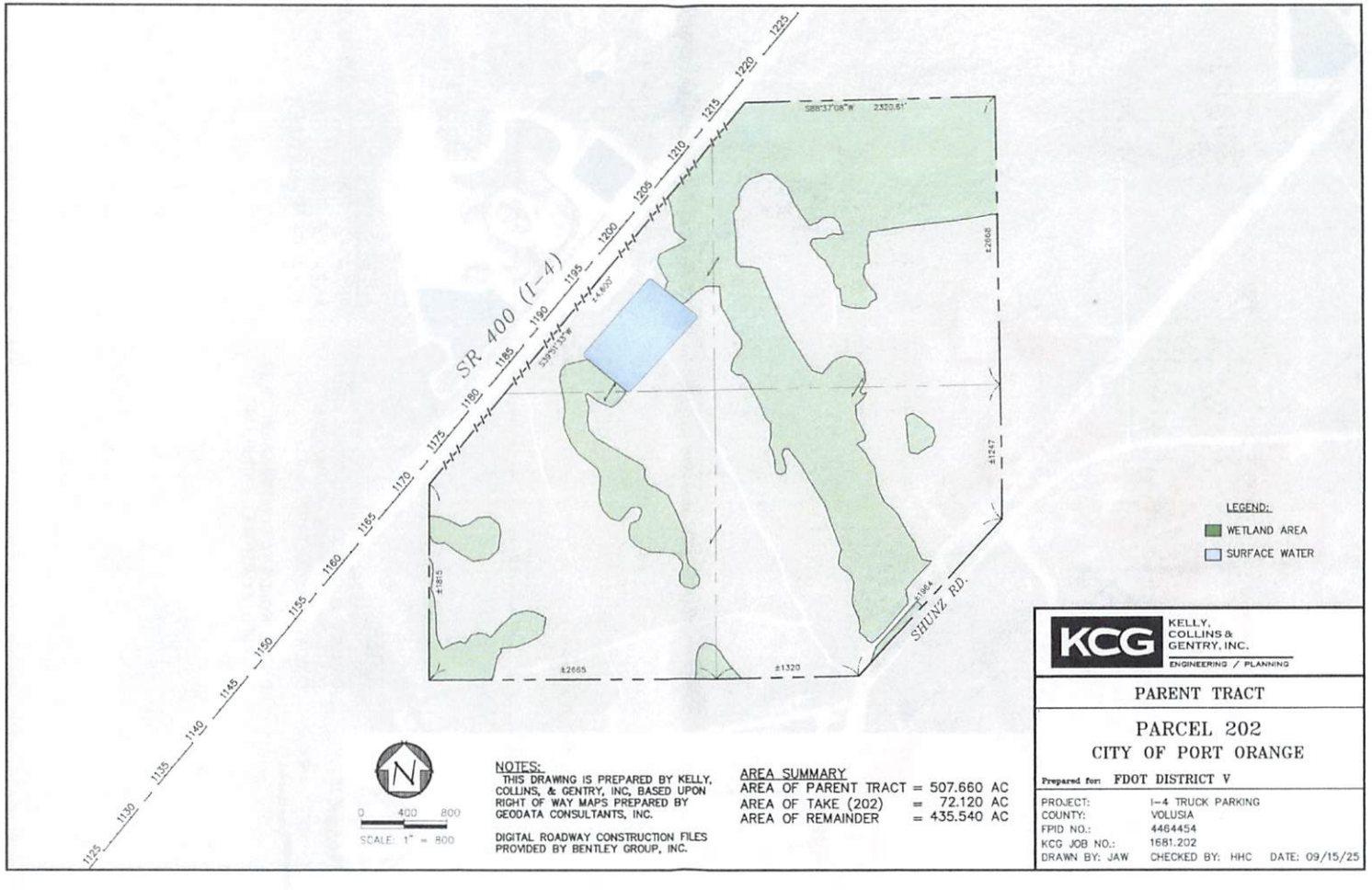
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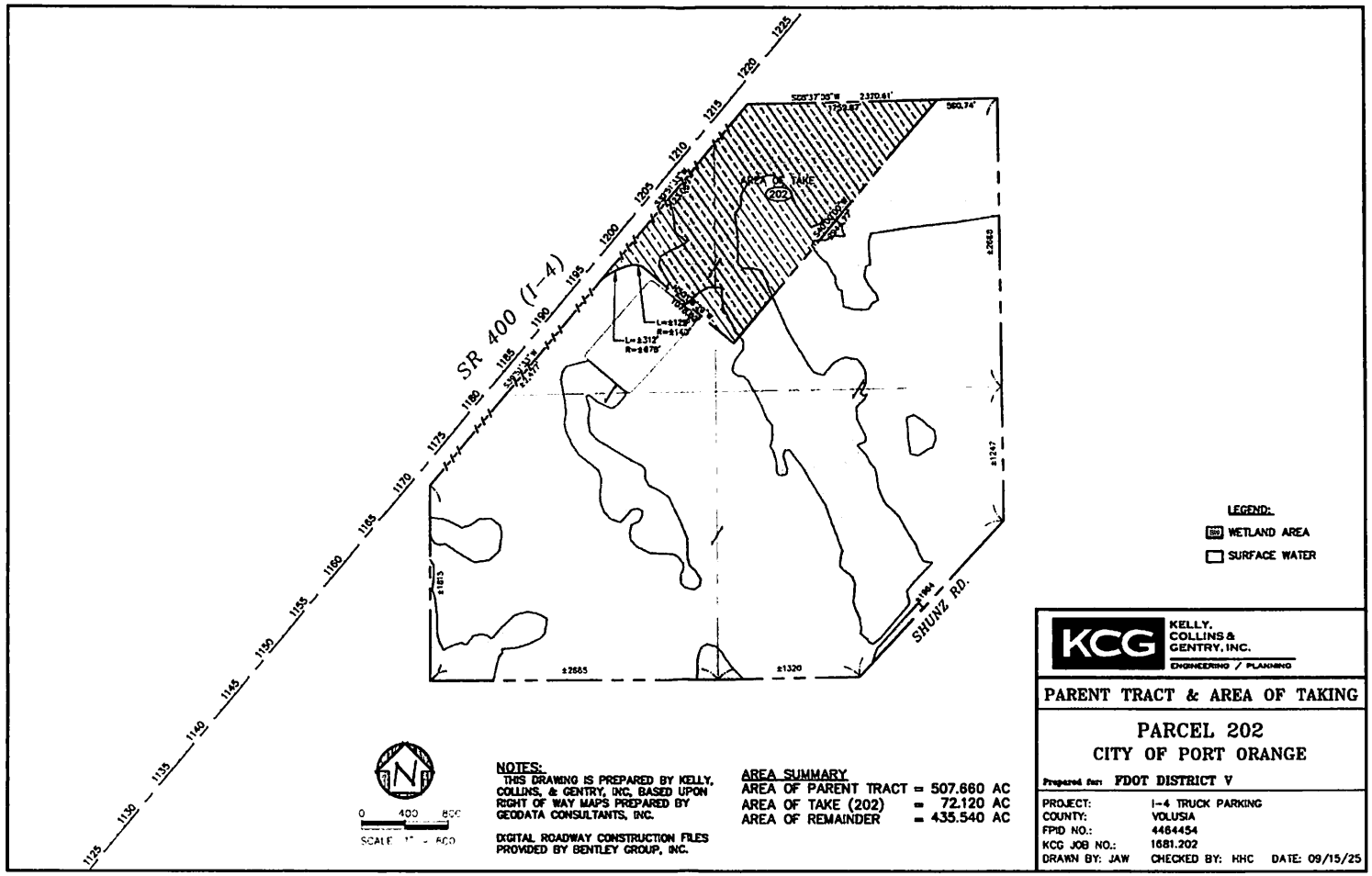
NOTES:
THIS DRAWING IS PREPARED BY KELLY, COLLINS, & GENTRY, INC, BASED UPON RIGHT OF WAY MAPS PREPARED BY GEODATA CONSULTANTS, INC.

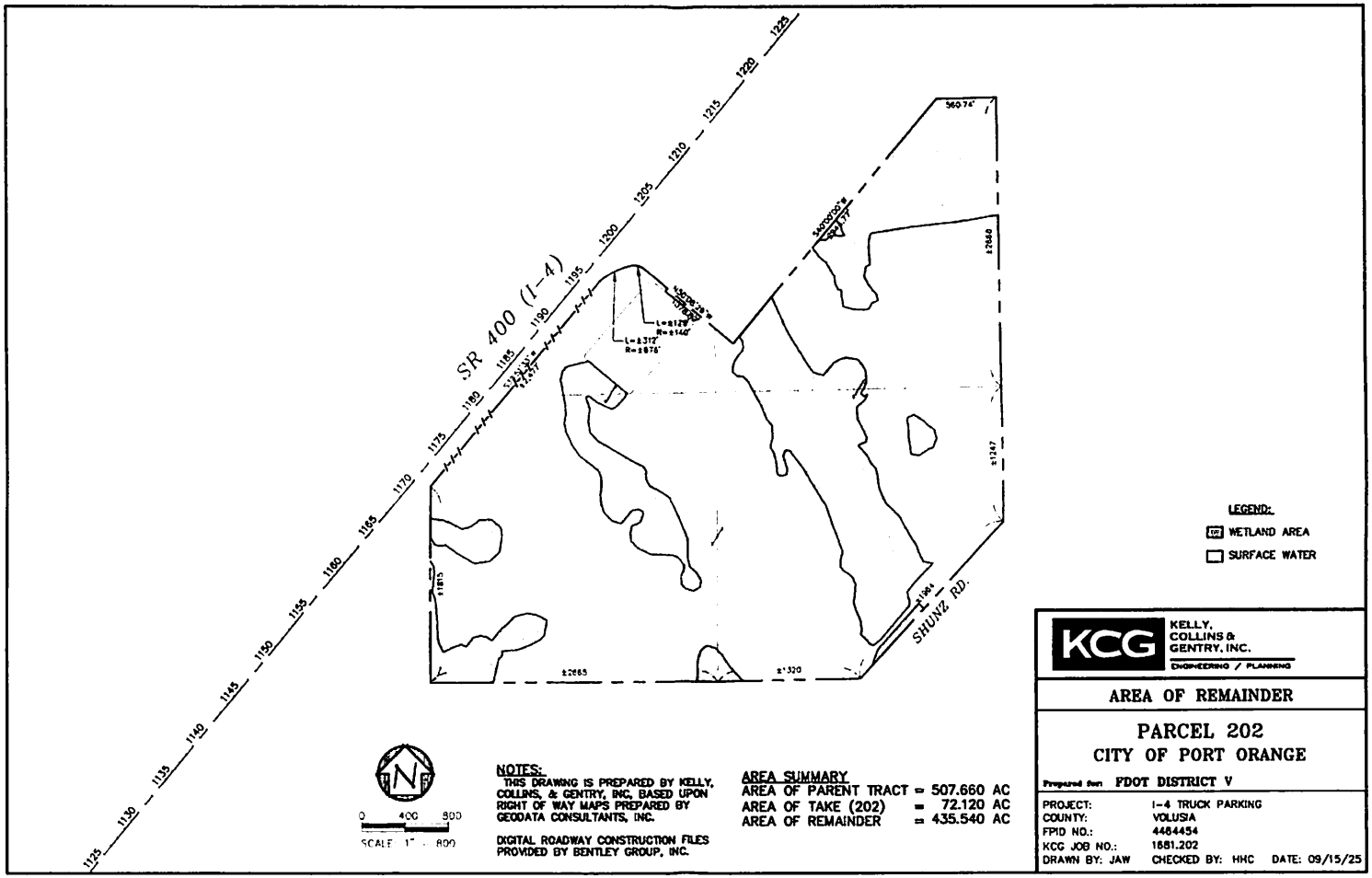
DIGITAL ROADWAY CONSTRUCTION FILES PROVIDED BY BENTLEY GROUP, INC.

AREA SUMMARY

AREA OF PARENT TRACT	=	507.660 AC
AREA OF TAKE (202)	=	72.120 AC
AREA OF REMAINDER	=	435.540 AC


SR 400 (I-4)
S88°37'08"W 2320.61'
±2668
±1247
±1315
±1964
SHUNZ RD.
±2665
±1320
LEGEND:
WETLAND AREA
SURFACE WATER
N
0 400 800
SCALE: 1" = 800
NOTES:
THIS DRAWING IS PREPARED BY KELLY, COLLINS, & GENTRY, INC, BASED UPON RIGHT OF WAY MAPS PREPARED BY GEODATA CONSULTANTS, INC.
DIGITAL ROADWAY CONSTRUCTION FILES PROVIDED BY BENTLEY GROUP, INC.
AREA SUMMARY
AREA OF PARENT TRACT = 507.660 AC
AREA OF TAKE (202) = 72.120 AC
AREA OF REMAINDER = 435.540 AC
KCG KELLY, COLLINS & GENTRY, INC. ENGINEERING / PLANNING
PARENT TRACT
PARCEL 202
CITY OF PORT ORANGE
Prepared for: FDOT DISTRICT V
PROJECT: I-4 TRUCK PARKING
COUNTY: VOLUSIA
FPID NO.: 4464454
KCG JOB NO.: 1681.202
DRAWN BY: JAW CHECKED BY: HHC DATE: 09/15/25


SR 400 (I-4)
AREA OF TAKE
202
SHUNZ RD.
±2685
±1320
±2683
±1247
±1813
LEGEND:
WETLAND AREA
SURFACE WATER
N
0 400 800
SCALE 1" = 800'
NOTES:
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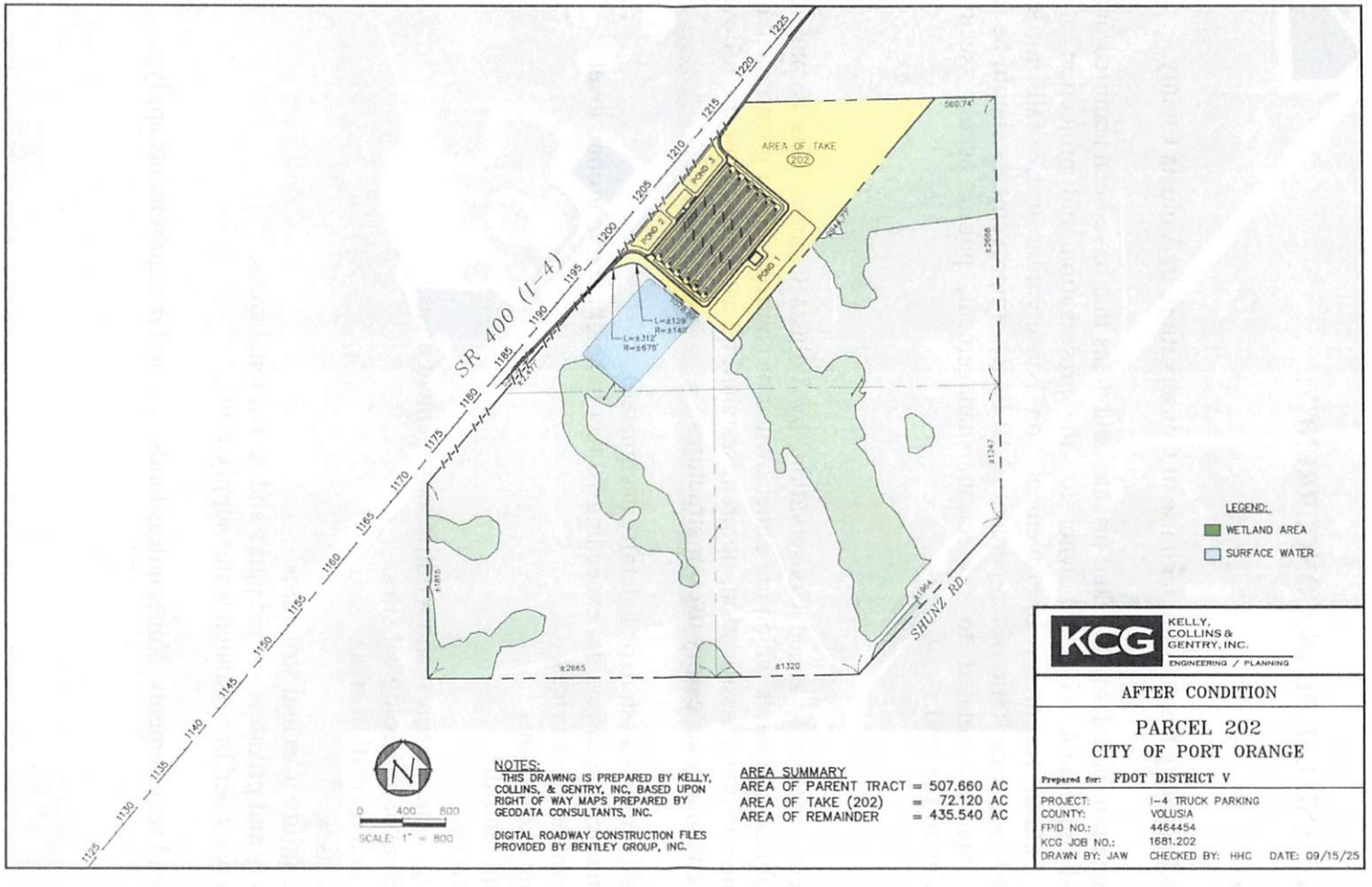
KCG KELLY, COLLINS & GENTRY, INC.
ENGINEERING / PLANNING

AREA OF REMAINDER

PARCEL 202
CITY OF PORT ORANGE

Prepared for: FDOT DISTRICT V

PROJECT:	I-4 TRUCK PARKING
COUNTY:	VOLUSIA
FPID NO.:	4464454
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KCG KELLY, COLLINS & GENTRY, INC.
ENGINEERING / PLANNING

AFTER CONDITION

PARCEL 202
CITY OF PORT ORANGE

Prepared for: FDOT DISTRICT V

PROJECT:	I-4 TRUCK PARKING
COUNTY:	VOLUSIA
FPID NO.:	4464454
KCG JOB NO.:	1681.202
DRAWN BY: JAW	CHECKED BY: HHC DATE: 09/15/25

235 EXISTING TRANSPORTATION FACILITY DESCRIPTION:

Shunz Road is a two lane private road that runs west from Tomoka Farms Road to the subject property. Interstate 4 is a six-lane divided limited access roadway that runs from Tampa to Daytona.

240 ZONING, LAND USE PLAN, CONCURRENCY:

Land Use

The subject property has a future land use of Conservation, by Volusia County.

This designation includes public and private land areas that have been acquired or reserved by mutual agreement with the owner for the preservation and protection of Volusia County's natural resources. Improvements on conservation uses shall not exceed a maximum Floor Area Ratio of ten percent (0.10 FAR). Improvements should be limited to functions that are related to protection, management, public access, security, and conservation of the land.

Zoning

The subject property is zoned Conservation, by Volusia County. This zoning district is intended for certain lands which are either owned or controlled by a governmental agency. In the Conservation Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

- Aquatic preserves (state or federally designated).
- Communication towers not exceeding 70 feet in height above ground level.
- Essential utility services.
- Exempt excavations
- Exempt landfills
- Fire stations.
- Fishing, hunting, forest and wildlife management areas.
- Historical or archeological sites.
- Parks and recreation areas.
- Public uses.
- Public utility uses and structures
- Publicly and privately owned parks and recreational areas.
- Publicly owned or regulated water supply wells.

Dimensional requirements: None, unless landscape buffer requirements apply.

240 ZONING, LAND USE PLAN, CONCURRENCY: (Continued)

Optimal Use in the Before Condition

The subject property is government owned designated Conservation lands. Use of the property is limited as detailed above. Reasonable use of the property would likely include permit modifications as necessary and incorporate into the Port Orange Mitigation Bank or provide a passive recreation area / park.

Concurrency

A Concurrency Certificate is required in accordance with Section 3.4.Z Concurrency Reviews. A concurrency review shall determine the effect of the project on the capacity of public infrastructure systems. Level of service (LOS) standards for each infrastructure system are established in the comprehensive plan.

250 TAXES AND ASSESSMENTS:

The subject parent tract is taxed and assessed by Volusia County. The 2024 taxes and assessments are as follows.

Parcel Number:	621800000010	621800000011	Total
Land:	$2,661,624	$31,289	$2,692,913
Improvements:	$ 0	$ 0	$ 0
Total Just Value:	$2,661,624	$31,289	$2,692,913
Exemptions	$2,661,624	$31,289	$2,692,913
Taxable Value:	$ 0	$ 0	$ 0
Gross Taxes:	$ 0	$ 0	$ 0

The owner is a government municipality and is exempt from paying taxes.

As will be seen in the forthcoming analysis, the total assessed value for the land is lower than the concluded value for the parent tract land. The Volusia County Property Appraiser uses mass appraisal techniques to value property for assessments and often also deduct a percentage to account for sale expenses. For this appraisal assignment, the most current, similar data was used to value the larger parcel land.

260 HISTORY OF PROPERTY:

The last transfer of the property was recorded in the Public Records of Volusia County, Florida. The transfer is summarized as follows:

Grantor:	City of Daytona, Florida, a Florida municipal corporation
Grantee:	City of Port Orange, Florida, a Florida municipal corporation
Date of Transaction:	October 28, 2008
O.R. Book and Page:	6292/176, Volusia County
Consideration Paid:	$100 (recorded)
Type of Instrument:	Quit Claim Deed

The above transfer was not an arm's length market transaction. The appraiser is not aware of any other transfers involving the property in the past five years. To the best of our knowledge the property is not actively listed for sale or under contract as of the date of this appraisal.

270 EXPOSURE TIME:

For this analysis we have reviewed various vacant land sales within the subject and competing neighborhoods, as well as interviewed area brokers and market participants. It is our opinion that the subject property as if vacant would have a required exposure time of up to 12 months prior to the date of this appraisal.

280 PUBLIC AND PRIVATE RESTRICTIONS:

Per the FDOT ROW maps and the title work provided for this assignment there are no known encroachments or restrictions that adversely affect the value of the subject property. It should be noted however, that the subject is encumbered with the following easements:

There is a utility easement in favor of Florida Power and Light Company that runs parallel to I-4 near Shunz Road.

In addition that were no outdoor advertising signs, tenant owned improvements, other real property conveyed or non-realty items that are part of this appraisal assignment. There were no other restrictions, easements, or encumbrances noted that would have a negative impact on value.

300 HIGHEST AND BEST USE ANALYSES:

Highest and best use is defined as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

[Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th Edition, (Chicago, Illinois; Appraisal Institute 2022), Page 88]

An improved property is to be analyzed both as vacant and improved with regards to its highest and best use. The subject property is mostly vacant land. As such the appraisal will include a valuation of the land only. Therefore only a discussion of the highest and best use "as if vacant" will be included. The highest and best use should be legally permissible, physically possible, financially feasible and maximally productive. Each of these factors will be discussed in relationship to the subject property in the following analysis.

Highest and Best Use as if Vacant:

The highest and best use of the subject property, as if vacant, is for agricultural and/or recreational use.

Physically Possible

As indicated the parent tract consists of 507.660 acres of gross land area. It is accessed via the north side of Shunz Road and has limited access frontage along the southeast side of Interstate 4. The subject property is generally level to slightly sloping and per calculations by KCG, contains ±169.5 acres of wetlands, ±12.4 acres of pond/surface water area, and ±325.76 acres of upland. There is no public water or sewer service in the immediate vicinity of the subject. From a physical view point the subject has sufficient size, shape and other physical characteristics suitable for many types of uses.

Legal Considerations

The subject property has a zoning and future land use of Conservation by Volusia County. Uses allowed are typically passive government or recreational uses.

Financially Feasible

In the subject neighborhood, most of the development is located along West International Speedway Boulevard, west of I-95.West of I-95 along this road there are different uses, but the development is not as dense. Some of the uses include a hotel, several restaurants, several convenient stores, an indoor gun range, and the Daytona Flea & Farmers market. There is also a storage facility, an RV park, a waste management facility, scattered local commercial

300 HIGHEST AND BEST USE ANALYSES: (continued)

uses, and residential uses. In the immediate area of the subject property, west of Tomoka Farms Road, land is primary government owned undeveloped vacant land and rural residential uses. The Port Orange Mitigation Bank is also located just south of the subject. From a financially feasible standpoint, the highest and best use would be for agricultural and/or recreational use.

Maximally Productive

After reviewing the subject's physical features, legally permitted uses, as well as considering the economic influences within the subject area, it is the appraiser's opinion that the highest and best use from a maximally productive standpoint would be for agricultural and/or recreational use.

Property "As Improved"

The subject is appraised as vacant and therefore the highest and best use of the subject property, "as improved" is not germane to this appraisal.

302 HIGHEST AND BEST USE CONCLUSION FOR LAND AS VACANT:

The highest and best use of the subject, as if vacant, would be for agricultural and/or recreational use.

305 APPROACHES TO VALUE USED AND EXCLUDED:

As previously discussed, this appraisal report is based upon valuing the land and affected improvements for the parent tract. We have utilized the Sales Comparison Approach methodology in valuing the subject property. The Sales Comparison Approach is considered to be the preferred method of valuing land when comparable sales are available, thus, allowing sales comparison to be directly applied to the land valuation. The Cost Approach and Income Approach were not appropriate for the valuation of the subject property.

310 ESTIMATE OF LAND VALUE BEFORE THE TAKING

The Sales Comparison Approach is defined as the process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.

[Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th Edition (Chicago: Appraisal Institute, 2022), Page 170]

The Sales Comparison Approach utilizes the following methodology.

1. Locate properties that are similar to the subject that have recently sold.
2. Examine the conditions of the sale to include the bonafide nature, motivating forces, and terms of each transaction.
3. Compare each sale property to the subject to judge for any dissimilarities and their effect on the transaction.
4. Formulate a conclusion concerning the value of the subject property based upon the sales data.

Not all property transactions investigated by the appraiser will be used to form a value conclusion. A properly qualified, comparable sale need not be identical to the subject but should have the same highest and best use, should be physically similar to the subject in the factors affecting value, should be a recent transaction and should be a bonafide, arm's length transaction.

In summary, the comparable sale properties should conform to the market value definition and should be in the same market as the subject property. The appraiser typically uses the Sales Comparison Approach to value vacant land. The Sales Comparison Approach is considered to be the preferred method of valuing land when comparable sales are available, thus, allowing sales comparison to be directly applied to the land valuation.

The Sales Comparison Approach is based upon the economic Principle of Substitution; that a buyer will pay no more for a property than the cost of acquiring one of equal attractiveness or utility. Because the value of a property tends to be established by the prices of similar properties, the market value of a property is estimated by observing the selling prices of other similar properties that have previously sold in the market place.

The reliability of this technique is dependent upon the degree of comparability of each sale to the subject, market conditions at the time of sale, verification of pertinent data, and the absence of unusual conditions that influence the sale. Based upon conversations with market participants, the size of the parent tract and its highest and best use, it was determined that the appropriate unit of measurement was the price per gross acre. Therefore, the following land sales and valuation analysis follows market practice and will be viewed on this unit of measure.

310 ESTIMATE OF LAND VALUE BEFORE THE TAKING (Continued)

A market search was conducted for sales of vacant sites similar to the subject property in highest and best use and overall physical characteristics. The subject neighborhood and surrounding competing neighborhoods were researched for vacant land sales with similar characteristics. Four sales were found that were sufficiently similar to the subject allowing for similar agricultural and/or recreational use. These sales will be used to estimate the land value of the subject property and will be discussed and compared with the subject on the following pages. The unadjusted range in values for the sales was from $5,552 to $10,664 per gross acre.

Sale 8580/3106 is located at the northwest corner of SR 415 and Colony Road, in the Osteen/New Smyrna Beach area of unincorporated Volusia County, Florida. The property address is 1092 South SR 415, New Smyrna Beach, Florida. On June 27, 2024, Victor D. Veino and Rodney E. Veino sold this property to Lakewood Luxury Properties, LLC for a sale price of $1,700,000. The property contains ±159.42 acres per the County Property Appraiser records. Per these records of the 159.42 acres, ±132.42 acres are uplands (±83%) and ±27.0 acres are wetlands (±17%). The uplands appear to be generally level and near road. The property has frontage along the west side of SR 415, a two-lane paved road and the north side of Colony Road, a two-lane paved road. The land is generally level and utilities in the vicinity include electric and telephone service. The property is zoned A-1, Agriculture and has a future land use of AR, Agriculture Resource by Volusia County. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location. The property was vacant except of a pole barn and utility sheds at the date of sale.

The sale price of $1,700,000 reflects an unadjusted unit value of $10,664 acres per gross land area.

Sale 8531/611 is located on the west side of Buckles Road, across from Black Bear Ranch Trail, in the Pierson area of unincorporated Volusia County, Florida. The property address is 790 Buckles Road, Pierson, Florida. On February 12, 2024, Michael Register and Amy Wrenn Register sold this property to Jessica Audrain Horton and Michael Edward Senn for a sale price of $575,000. The property contains ±101.87 acres per the County Property Appraiser records. Using the US Fish & Wetland Service National Wetlands Mapper, the Appraiser has calculated of the 101.87 acres, the property consisted of ±39.6 acres of uplands (±39%) and ±62.27 acres of wetlands (±61%). The property has frontage along the west side of Buckles Road, a two-lane unpaved stabilized road in the vicinity of the sale property. The property is generally level and near road grade with the road frontage. The property is zoned RC, Resource Corridor, and has a future land use of ESC, Environmental Systems Corridor by Volusia County. Utilities in the vicinity include electric and telephone service. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location.

310 ESTIMATE OF LAND VALUE BEFORE THE TAKING (Continued)

At the time of the sale the property had minor agricultural improvements including fencing, gates, a 1,440 SF pole barn, a 320 SF pole barn, a 160 SF frame storage building, and a well. These items did not significantly affect the sale price. The sale price of $575,000 reflects an unadjusted unit value of $5,644 acres per gross land area.

Sale 2735/1292 is located at the northwest corner of Rodeo Acres Drive and Rodeo Road, in the Ormond Beach area of unincorporated Flagler County, Florida. On November 14, 2022, Relay Ridge, LLC sold this property to Rodeo 473, LLC for a sale price of $2,675,000. The property contains ±478.11 acres per the County Property Appraiser records. Using the US Fish & Wetland Service National Wetlands Mapper, the Appraiser has calculated of the 478.11 acres, the property consisted of ±352.11 acres of uplands (±74%) and ±126 acres of wetlands (±26%). The property has frontage along the west side of Rodeo Road, a two-lane paved road and the north side of Rodeo Acres Drive, a two lane unpaved road. The property is generally level and near road grade with the road frontages. The property is zoned R-1, Rural Residential District & AC, Agriculture District and has a future land use of Residential Low Density/Rural Estate & AC, Agriculture and Timberlands by Flagler County. Utilities in the vicinity include electric and telephone service. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location. The land had some conservation easements and was purchased for recreational use per the verifying source.

The property was vacant at the date of sale and was purchased for recreational use. The sale price of $2,675,000 reflects an unadjusted unit value of $5,595 acres per gross land area.

Sale 8187/2123 is located at the eastern terminus of Ranch Road, northeast of Kicklighter Road, in the Lake Helen area of unincorporated Volusia County, Florida. On January 11, 2022, Linda Kay Smith and Brenda Smith for a sale price of $700,000. The property contains ±126.08 acres per the County Property Appraiser records. Per these records of the 126.08 acres, ±91.70 acres are uplands (±73%) and ±34.38 acres are wetlands (±27%). The uplands appear to be generally level and near road. The property is accessed via an unpaved road and easement. The property is zoned A-1, Agriculture and has a future land use of AR, Agriculture Resource by Volusia County. The land is generally level and utilities in the vicinity include electric and telephone service. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location.

The property was vacant at the date of sale. The sale price of $700,000 reflects an unadjusted unit value of $5,552 per acre of gross land area.

The following pages include a market data grid for the subject and the Explanation of Adjustments will follow.

Vacant Land Sales Grid-Before the Taking Market Data Grid

	SUBJECT	Sale 8580/3106	Sale 8531/611	Sale 2735/1292	Sale 8187/2123
Grantor/Grantee		Veino/Lakewood	Register/Horton	Relay/Rodeo	Smith/Evans
Sales Price SP/AC (Gross)		$1,700,000 $10,664	$575,000 $5,644	$2,675,000 $5,595	$700,000 $5,552
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		-0-	-0-	-0-	-0-
Financing Terms	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Adjustment		-0-	-0-	-0-	-0-
Cond. of Sale	Normal/Mkt	Normal/Mkt	Normal/Mkt	Normal/Mkt	Normal/Mkt
Adjustment		-0-	-0-	-0-	-0-
Market Cond./ (Date of Sale)		June 27, 2024	February 12, 2024	Nov. 14, 2022	Jan. 11, 2022
Adjustment		-0-	-0-	-0-	-0-
Expenditures		None	None	None	None
Adjustment		-0-	-0-	-0-	-0-
Adj. Sales Price SP/AC (Gross)		$1,700,000 $10,664	$575,000 $5,644	$2,675,000 $5,595	$700,000 $5,552
Location	N/S of Shunz Rd., Volusia Co.	NWC of SR 415 & Colony Rd., Volusia Co.	W/S of Buckles Rd., Volusia Co.	NWC of Rodeo Acres Dr. & Rodeo Rd., Flagler Co.	East terminus of Ranch Rd., Volusia Co.
Adjustment		Superior/-15%	Similar/-0-	Similar/-0-	Similar/-0-
Land Size Gross)	507.660 AC	±132.192 AC	±101.87 AC	±478.11 AC	±126.08 AC
Adjustment		Similar/ -0-	Similar/ -0-	Similar/ -0-	Similar/ -0-
Land Size Uplands: Wetlands/Ponds:	507.660 AC 325.760 AC (64%) 181.9 AC (36%)	±159.42 AC 132.42 AC (83%) 27.0 AC (17%)	±101.87 AC 39.6 AC (39%) 62.27 AC (61%)	±478.11 AC 352.11 AC (74%) 126 AC (26%)	±126.08 AC 91.70 AC (73%) 34.38 AC (27%)
Adjustment		Similar/-0-	Similar/-0-	Similar/-0-	Similar/-0-
Zoning/FLU	Cons./Cons.	A-1/AR	RC/ESC	R-1& AC/RLD & AC	A-1/RC & ESC
Adjustment		Similar/ -0-	Similar/ -0-	Similar/ -0-	Similar/ -0-
Frontage/Access	Shunz Rd.	SR 415	Buckles Rd.	Rodeo Acres Dr.	Ranch Rd.
Adjustment		Superior/-15%	Similar/-0-	Similar/-0-	Similar/-0-
HBU	Agr. and/or Rec.	Agr. and/or Rec.	Agr. and/or Rec.	Agr. and/or Rec.	Agr. and/or Rec.
Adjustment	Similar/ -0-	Similar/ -0-	Similar/ -0-	Similar/ -0-	Similar/ -0-
Topography/ Shape	Generally Level/Irregular	Generally Level/Irregular	Generally Level/Nearly Rect.	Generally Level/Irregular	Generally Level/Irregular
Adjustment		Similar/ -0-	Similar/ -0-	Similar/ -0-	Similar/ -0-
Utilities	E, T, Well, Septic	E, T, Well, Septic	E, T, Well, Septic	E, T, Well, Septic	E, T, Well, Septic
Adjustment		Similar/ -0-	Similar/ -0-	Similar/ -0-	Similar/ -0-
Net Adj.		-30%	0%	0%	0%
Adj. SP/AC		$7,465	$5,644	$5,595	$5,552

310 ESTIMATE OF LAND VALUE BEFORE THE TAKING (Continued)

Adjustments:
The elements of comparison for the sales used to value the subject will be discussed below. Any adjustments for dissimilarities between the sales and the subject will be addressed accordingly.

Property Rights: The vacant comparable land sales were transfers of the fee simple interest and were arm's length transactions. Thus, no adjustment for property rights was made.

Financing Terms: All of the land sales involved cash or cash equivalent to seller transactions and therefore no adjustment has been made to these sales for this characteristic.

Conditions of Sale: The land sales involved typical motivations by the grantor and grantee and no adjustment for conditions of sale was necessary.

Market Conditions (Date of Sale): The sales ranged in sale date from January 2022 to June 2024. An analysis of the comparable sales used did not indicate a specific trend in value change over the time period studied. Sales of large acreage properties comparable to the subject occurred infrequently. These sales are considered current market sales for the subject and no adjustment was made.

Expenditures Made Immediately After Purchase: There were no immediate expenditures expected by the grantor or grantee after the purchase that affected the sale price of the land sales. Therefore no adjustment for this characteristic was necessary.

Location: Three of the sales were considered to be in similar locations to the subject property and no adjustment was necessary. Sale 8580/3106 is located just north of Sanford and Osteen which has experienced a recent influx of growth over the past five years. Typically land values are higher in this portion of Volusia County than the subject area and a downward adjustment was made to this sale when compared to the subject.

Land Size: The subject parent tract contains 507.660 acres of gross land area. The sales were all large acreage transactions containing from 101.87 acres to 478.11 acres and are considered sufficiently similar to the subject in size. These sales were the best sales available and the market would not recognize a value difference between the sizes of the subject and the sales. Therefore no adjustment was made.

Uplands/Wetlands: The subject contains 64% uplands and 36% uplands. The sales have varying upland/wetland ratios; however, there is not a significant difference in the unit price paid for large agricultural tracts having a ratio with more uplands compared to a tract having a ratio of less uplands. This is evident by the sales used in this analysis as well as other large acreage tracts of this type. Therefore, no adjustment has been made when comparing the sales to the subject.

310 ESTIMATE OF LAND VALUE BEFORE THE TAKING (Continued)

Zoning/Future Land Use: Although the subject and the sales have varying zoning and future land uses, each was considered sufficiently similar that no adjustment was made.

Frontage/Access: Three of the sales were considered to be in similar locations to the subject property and no adjustment was necessary. Sale 8580/3106 has frontage and access along SR 415 and was considered superior to the subject's frontage and access. A downward adjustment was made to this sale for this characteristic.

Highest and Best Use: The sales and the subject had similar highest and best use for agricultural and/or recreational use and an adjustment is not warranted.

Topography/Shape: The subject is generally level and irregular in shape. The sales generally level and irregular in shape and no adjustment for differences in this characteristic was necessary.

Utilities: The subject and the sales did not have public utilities available. The sales are considered similar to the subject and no adjustment has been made.

Conclusion: The sales utilized in this analysis have an adjusted range in value between $5,552 per gross acre and $7,465 per gross acre. The quality and quantity of market data was adequate to render a reasonable market value opinion. The adjustments made for differences in physical characteristics are considerations that market participants make when buying and selling these types of properties. These were the best sales available for valuing the subject and support our value conclusion.

In this analysis, equal weight was placed on all four sales which did not require significant adjustments when compared to the subject. Most weight was placed on the two newest sales and it is the Appraisers opinion that the value of the subject would be $7,000 per gross acre. The land value opinion for the subject is provided below.

The land value opinion for the subject is provided below.

507.660 AC @ $7,000/AC = $3,553,620
$3,553,700 (R)

390 RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

Reconciliation is the final step in the valuation process in which alternate value indications are evaluated and the most meaningful, defensible conclusion is selected as a final value estimate. The approaches are examined for appropriateness, accuracy, and quantity of evidence. Any differences or inconsistencies in the analysis and conclusions are explained. The following value conclusions were indicated in the approaches to value.

Cost Approach	N/A
Sales Comparison Approach	$3,553,700
Income Approach	N/A

This appraisal of the subject is limited to the underlying land only. The only method utilized in this valuation was the Sales Comparison Approach for vacant land. The Cost Approach and Income Approach were not considered appropriate for this assignment. The quality and quantity of data is sufficient to provide a supportable indication of value for the subject land. The appraiser has formed an opinion that the market value of the subject as September 4, 2025 was $3,553,700.

395 ALLOCATION OF LAND, BUILDING, STRUCTURES AND OTHER IMPROVEMENTS:

Land:	$3,553,700
Improvements:	$ 0
Total	$3,553,700

400 DESCRIPTION OF THE PART ACQUIRED:

Land – Parcel 202 is an irregular shaped taking encompassing the northwest portion of the subject property, measuring ±1,325 by ±2,400 feet on average. The taking contains 72.120 acres of which ±19.858 acres are uplands (±28%) and ±52.262 acres are wetlands (±72%). The reader is directed to the sketches included for a visual depiction of Parcel 202.

Improvements- There are no improvements in the taking.

The reader is directed to the sketch of the parent tract and area of taking which identifies the area to be acquired.

450 VALUATION OF THE PART ACQUIRED:

Land – The reader is directed to Section 310, Land Valuation Analysis, of this report which outlines and discusses the land valuation of the subject. The estimated value for the takings is based upon a land value of $7,000 per gross acre and is as follows:

72.120 AC x $7,000/AC = $504,840
$504,900 (R)

Improvements- Not Applicable

The value of the fee taking, Parcel 202 is summarized below:

Land:	$504,900
Improvements:	$ 0
Total:	$504,900

500 VALUE OF REMAINDER AS PART OF THE WHOLE:

Value of the Parent Tract	$3,553,700
Less, Value of the Part Taken	$ 504,900
Remainder Value as Part of the Whole	$3,048,800

640 PURPOSE OF APPRAISAL OF REMAINDER AFTER ACQUISITION:

The purpose of appraising the remainder (uncured) is to estimate the market value of the remaining property, as severed, and based upon the presumption that the transportation facility has been completed according to the construction plans and open for public use. In order to determine damages and/or special benefits, if any, we have first estimated the market value of the parent tract land and affected improvements before the taking, from which we have subtracted the value of the part taken. This results in the estimated value of the remainder as part of the whole. The purpose of the appraisal of the remainder uncured is to estimate the market value to discover if there are any damages or special benefits caused as a result of the taking.

680 APPRAISAL PROBLEM FOR REMAINDER:

As discussed above, we have estimated the value of the parent tract land and affected improvements before the taking, and have subtracted the value of the part taken, which equals the estimated value of the remainder as part of the whole. We will now subtract the estimated value of the remainder to discover if there are any damages to the remainder caused by the taking. The appraisal of the "after" property must be made presuming the transportation facility has been completed according to construction plans and is open for public use.

730 DESCRIPTION OF REMAINDER:

The remainder property size of ±435.540 gross acres, of which ±305.902 acres (70%) are uplands and ±129.638 acres are wetlands/ponds/surfacewater (30%). The remainder property maintains an irregular shape and has a slightly higher upland ratio in the after condition as in the before condition. The other physical site characteristics of the remainder which would include flood hazard data, site drainage, soils, and utilities will remain are similar to before the taking. The reader is directed to Section 230 of this report which details the physical characteristics of the parent tract. After the taking, the remainder will have the same zoning, future land use and will retain a similar level of services. Reference is made to Section 240 of the parent tract for a description of these items.

In addition, access from Shunz Road will not change as a result of the taking although a new interstate ramp facilities will be constructed tying into I-4 providing ingress/egress to the proposed parking facility.

740 ZONING, LAND USE PLAN AND CONCURRENCY:

The reader is directed to Section 240 for the Zoning, Land Use Plan and Concurrency description of the parent tract. The zoning and land use and concurrency have not changed.

750 PROPOSED TRANSPORTATION FACILITIES DESCRIPTION:

In the vicinity of the remainder, I-4 and Shunz Road remain unchanged in the after condition. However, new interstate ramp facilities will be constructed tying into I-4 providing ingress/egress to the proposed parking facility.

775 EFFECT OF ACQUISITION ON REMAINDER:

The remainder property has been reduced in size to ±435.540 gross acres, with a slightly higher upland ratio as in the before condition. The other physical site characteristics of the remainder including shape, flood hazard data, site drainage, soils, and utilities will remain are similar to before the taking. As in the before condition, the remainder is physically adequate to support a use in compliance with the existing zoning and land use regulations. The reduction in land area of does not affect the use potential of the remainder land. The same uses as discussed in the before-acquisition scenario will continue to be possible in the remainder. The access is not impacted as a result of the taking.

800 HIGHEST AND BEST USE OF REMAINDER:

"As Vacant"

Physically Possible - The remainder will contain 435.540 acres of gross land area. Many of the overall physical site characteristics of the remainder will remain the same as before the taking, which include topography, soils, access and utilities. From a physically possible standpoint many types of uses are possible.

Legally Permissible - The subject's zoning and future land use will remain the same after the taking as in the before condition. Referencing Section 300, Highest and Best Use Analysis of the parent tract, all facts pertaining to the legally permissible uses of the parent tract would be the same for the remainder property, as vacant.

Financially Feasible/Maximally Productive - The same economic factors affecting the subject property before the taking will exist after the taking. As in the before condition, the property remains adequate in size, shape and configuration to support a variety of uses consistent with the future land use and zoning regulations. Thus, it is our opinion that the remainder property will have the same highest and best use for agricultural and/or recreation use.

802 HIGHEST AND BEST USE CONCLUSION OF REMAINDER

The highest and best use of the remainder is for agricultural and/or recreation use.

805 APPROACHES TO VALUE USED AND EXCLUDED FOR REMAINDER

We have utilized the Sales Comparison Approach methodology in valuing the remainder property "as vacant". The Cost and Income Approaches to value were not considered appropriate based upon the scope of the appraisal.

810 LAND VALUATION FOR REMAINDER UNCURED

As stated, the remainder property has been reduced in size to ±435.540 gross acres, but has a slightly higher upland ratio as in the before condition. The other physical site characteristics of the remainder including shape, flood hazard data, site drainage, soils, and utilities will remain similar to before the taking. The highest and best use for remainder is the same as the highest and best use in the before condition for the subject property. The sales utilized in the before condition, Section 310, are the best available in the market place for the remainder. Please refer to the previous discussion of the land value in Section 310, Land Valuation for the Parent Tract, for a narrative explanation of each sale.

810 LAND VALUATION FOR REMAINDER UNCURED (continued)

All of the adjustments discussed for the land (Section 310) are the same for the remainder land and the Appraiser has correlated to the same unit value for the remainder land at $7,000 per gross acre. Thus, a remainder market data grid will not be provided. Refer to the Market Data Grid, Explanation of Adjustments, and land value conclusions in Section 310, Land Valuation.

Conclusion:

The remainder land value opinion for the subject is provided below.

Remainder Land:	435.540 AC @ $7,000/AC	=	$3,048,780
			$3,048,800 (R)

890 RECONCILIATION OF REMAINDER VALUE INDICATIONS AND FINAL VALUE ESTIMATE OF REMAINDER

Reconciliation is the final step in the valuation process in which alternate value indications are evaluated and the most meaningful, defensible conclusion is selected as a final value estimate. The approaches are examined for appropriateness, accuracy and quantity of evidence. Any differences or inconsistencies in the analyses and conclusions are explained. The following value conclusions were indicated in three approaches to value.

Cost Approach	N/A
Sales Comparison Approach	$3,048,800
Income Approach	N/A

As indicated, this appraisal is an appraisal, limited to land only. The only method utilized in this valuation was the Sales Comparison Approach for vacant land. The quality and quantity of data is sufficient to provide a supportable indication of value for the remainder tract. The appraiser has formed an opinion that the market value of the remainder as of September 4, 2025 is:

THREE MILLION FORTY-EIGHT THOUSAND
EIGHT HUNDRED DOLLARS
($3,048,800)

900 SUPPORT FOR DAMAGES/NO DAMAGES TO THE REMAINDER

The taking does not create any unmitigated damages to the remainder. The frontage, depth and overall physical characteristics of the land will remain the same with the exception of the perpetual easement along the right of way for the signalization equipment improvements. The remainder is physically adequate to support a use in compliance with the existing zoning and land use regulations. The perpetual easement encumbrance will not negatively affect the property's development potential.

The measure of damages is the difference of the value of the remainder as part of the whole and the value of the remainder tract. The table below demonstrates that there are no damages associated with the proposed taking for this property.

Value of the Remainder as Part of the Whole	$3,048,800
Value of Remainder, Uncured	$3,048,800
Damages (if any)	$ 0

910 COST TO CURE DAMAGES

There is no cost to cure associated with the fee taking.

920 SPECIAL BENEFITS

None

995 SUMMARY OF VALUES

Summary of Value in Report:

1. Before Value	$3,553,700
2. Less; Part Acquired	($ 504,900)
3. Remainder Value (as Part of Whole) 1-2	$3,048,800
4. Less; Remainder (Appraised, Uncured)	($3,048,800)
5. Damages (Total, Uncured) 3-4	$ 0
6. Special Benefits	$ 0
7. Damages 5-6	$ 0
8. Cost to Cure (Net)	$ 0
9. Total Damages/Net Cost to Cure	$ 0

995 SUMMARY OF VALUES (continued)

Summary of Total Compensation:

Parcel 202	
Part Taken:	
Land	$504,900
Improvements	$ 0
Damages, Incurable [11]	$ 0
Cost to Cure, Net [14], or Minor	$ 0
Total Compensation	$504,900

ADDENDA

Area Map/Area Data Analysis
Land Sales Location Maps
Land Sales Data Sheets
Parcel Analysis Prepared by Kelly, Collins and Gentry, Inc.
Deed of Last Conveyance
Property Owner Contact Information
Qualifications of Appraiser

Volusia County (Daytona Beach CBSA Regional Market Analysis)

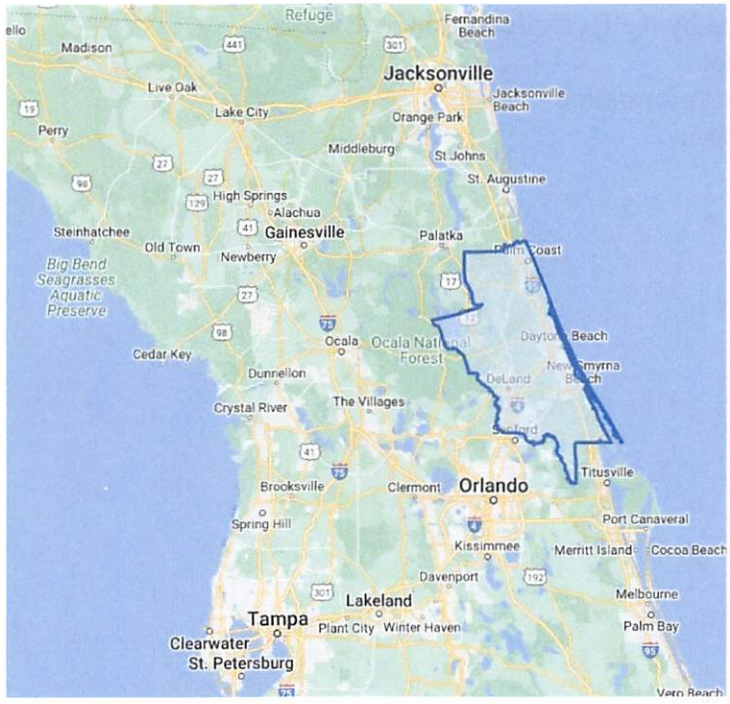
Introduction

The Deltona-Daytona Beach-Ormond Beach, FL Core Based Statistical Area (Daytona Beach CBSA) is located in Volusia and Flagler Counties on Florida's Atlantic coast. Daytona Beach lies roughly 51 miles northeast of Orlando and 86 miles southeast of Jacksonville. The region is known for its 23 miles of white sand beaches, where cars are permitted drive on the beach in designated areas. Daytona Beach boasts resorts, attractions, the Daytona International Speedway and the Motorsports Hall of Fame of America.

The Daytona International Speedway complex, known as The World Center of Racing, is home to the iconic Daytona 500 NASCAR race. The city is also the headquarters for NASCAR. Daytona is also home to Embry-Riddle Aeronautical University, the world's largest, fully accredited university specializing in aviation and aerospace.

Map

The following map highlights the Deltona-Daytona Beach-Ormond Beach MSA of Florida:



Source: CoStar Group, Inc., compiled by Cushman & Wakefield V&A

Current Trends

The economy in the Daytona Beach CBSA continues to progress albeit at a slower pace; however, remaining ahead of the national average. Total non-farm employment expanded 0.8% year-over-year as of November 2024, slower compare earlier in the year as some sectors continue to stagnate and/or contract. Growth was led by the education and healthcare sector and professional and business services, increasing 1.1% and 1.9%, respectively. The region's outsized population aged 65+ continues to fuel the healthcare industry. Tourism has weighed on growth in recent months, increasing just

0.9% as macroeconomic headwinds continue to impact consumer spending which directly impacts leisure travel. However, a turn is expected as the sector is expected to drive growth in the near term.

Despite the economic uncertainty, companies continue to look the Daytona Beach area to relocate and expand. According to Team Volusia – Greater Daytona Economic Development Corporation, new businesses invested $94.9 million and generated 535 new jobs in 2023, including the fourth Amazon facility. Amazon has two distribution centers in Volusia County with two more expected to open in 2025. The 985,000 square foot "pre-first mile" fulfillment center is completed; however, it has not opened yet. Amazon recently paid nearly $393.3 million to acquire the five-story, 2.8 million square foot robotics fulfillment center in Daytona Beach, marking the largest real estate transaction in Volusia County and creating 1,000 jobs in the region.

The recent events detailed below reveal current economic conditions in the Deltona-Daytona Beach-Ormond Beach area:

- As of November 2024, job growth was mixed with manufacturing and financial activities shedding jobs over the year, down 3.1% and 5.0%, respectively. As previously mentioned, education and health services and professional and business services led growth, each adding 500 jobs over the year. Leisure and hospitality added 300 jobs and trade, transportation and utilities increased by 200 jobs.
- According to Visit Daytona, Volusia County welcomed 7.2 million visitors in 2020 with total expenditures measuring $3.4 billion. Tourism decreased 28% from 2019 measuring the lowest total in a decade as mitigation efforts to stop the spread of the COVID-19 pandemic directly impacted tourism and the hospitality sectors. In 2021, 9.9 million visitors traveled to the county, rebounding from the pandemic-plagued 2020. In 2022, 10.6 million visitors traveled to the region, surpassing the record 10.2 million visitors set in 2018. In 2023, the region welcomed over 10.1 million visitors with total expenditures measuring $5.4 billion. Tourism supports 34,800 jobs in the CBSA as of November 2024.
- Aura Aero Inc., a French design and manufacturer of next-generation electric aircraft, recently announced plans to build a 500,000 square foot manufacturing and assembly plants in Volusia County at the Daytona Beach International Airport. This facility is expected to create over 1,000 high-valued jobs in the region, advancing the aerospace and aviation industry.
- Embry-Riddle Aeronautical University and Boeing formally announced a new partnership that will bring 400 high-paying jobs to Volusia County through 2026. Boeing leased the entire CiCi and Hyatt Brown Center for Aeronautical Technology, located in Embry-Riddle's Research Park on the Daytona Beach Campus.

Demographic Characteristics

The demographic characteristics of the Daytona Beach CBSA are relatively weaker compared to national demographic traits. Approximately 24.5% of residents in the region have a bachelor's degree or higher, compared to the 32.9% of the nation. Lower educational attainment levels usually correspond with lower average household incomes, as 22.8% of households in the Daytona CBSA have incomes of $100,000 or more, compared to 32.6% of the national levels.

The following chart compares the demographic characteristics of Daytona Beach CBSA with those of the United States:

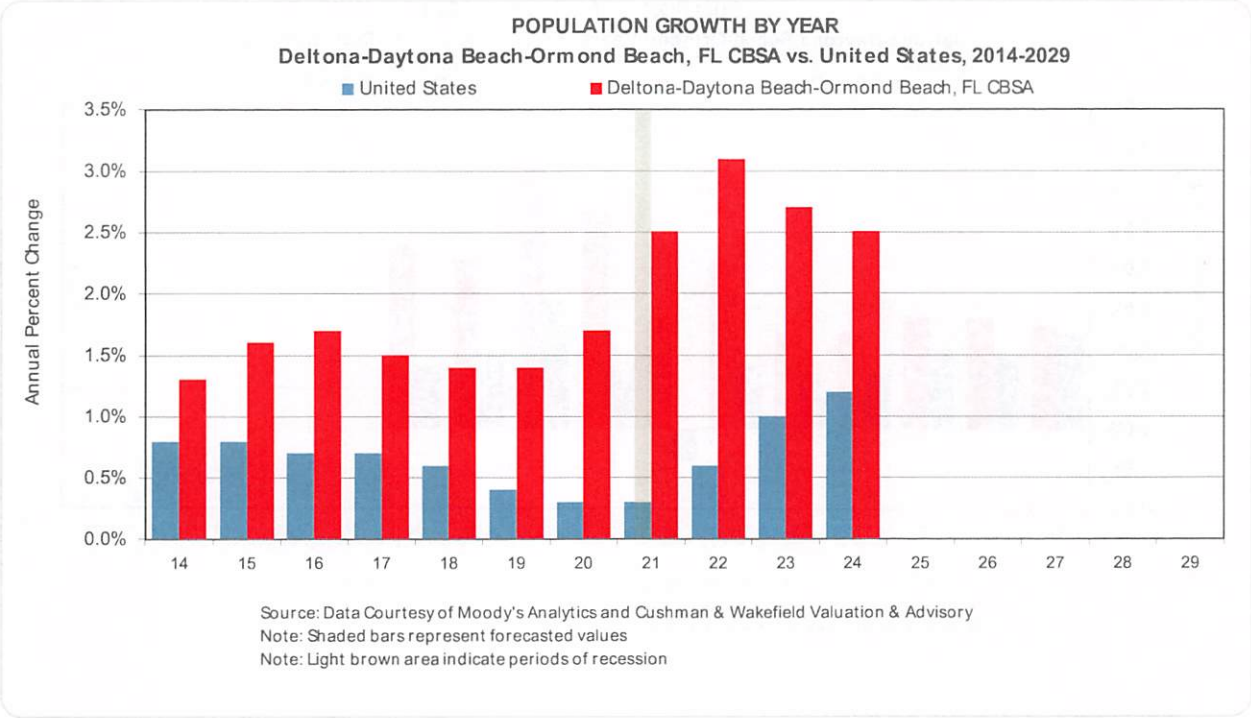
Demographic Characteristics Daytona Beach, FL CBSA vs. United States 2023 Estimates		
Characteristic	Daytona Beach CBSA	United States
Median Age (years)	48	39
Average Annual Household Income	$78,453	$100,106
Median Annual Household Income	$59,295	$68,480
Households by Annual Income Level:		
<$25,000	19.5%	17.7%
$25,000 to $49,999	22.6%	19.4%
$50,000 to $74,999	20.9%	17.1%
$75,000 to $99,999	14.2%	13.2%
$100,000 plus	22.8%	32.6%
Education Breakdown:		
< High School	9.3%	11.7%
High School Graduate	32.4%	26.9%
College < Bachelor Degree	33.7%	28.6%
Bachelor Degree	15.9%	20.2%
Advanced Degree	8.6%	12.7%

Source: © 2023 Experian Marketing Solutions, Inc. •All rights reserved•
Cushman & Wakefield Valuation & Advisory

Population

Population growth in the Daytona Beach CBSA outpaced national population growth, averaging 2% annually from 2014 through 2024. Over the decade, the Daytona Beach CBSA's population grew at a higher rate compared to the nation due to strong performance from the following counties: Flagler (3.0%). During the same time period, the national population growth increase at an average annual rate of 0.7%. Population growth in the Daytona Beach CBSA is forecast to decrease to an average annual growth rate of 1.4% through 2029, ahead of the projected 0.3% average annual growth rate for the nation over the next five years.

The following chart compares population growth between the Daytona Beach CBSA and the United States:



The following table shows the Daytona Beach CBSA's annualized population growth:

Annualized Population Growth
Deltona-Daytona Beach-Ormond Beach, FL CBSA
2014-2029

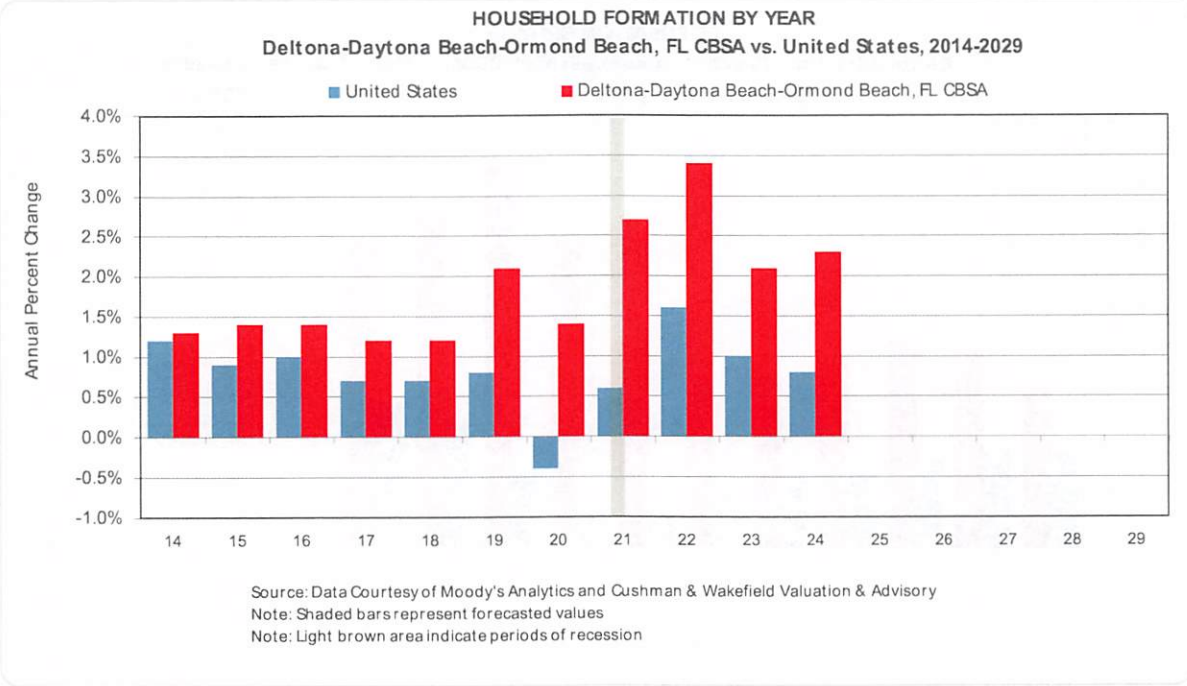
Population (000's)	2014	2024	Forecast 2025	Forecast 2029	Compound Annual Growth Rate 14-24	Compound Annual Growth Rate 25-29
United States	320,097.9	342,050.6	344,608.9	348,181.1	0.7%	0.3%
Deltona-Daytona Beach-Ormond Beach, FL CBSA	**612.6**	**746.5**	**761.1**	**803.6**	**2.0%**	**1.4%**
Volusia County, FL	510.8	609.2	619.7	647.5	1.8%	1.1%
Flagler County, FL	101.8	137.3	141.5	156.0	3.0%	2.5%

Source: Data Courtesy of Moody's Analytics, Cushman & Wakefield Valuation & Advisory

Households

Generally, a region's household formation trends are directly tied to its overall population growth, as an increase in the population drives demand for real estate. From 2014 through 2024, household formation in the Daytona Beach CBSA outpaced national expansion, averaging 1.9% annually. In the same ten-year period, household formation growth for the national average increased at an average annual rate of 0.8%. Household formation growth in the Daytona Beach CBSA is forecast to increase to an average annual growth rate of 2.1% through 2029, ahead of the projected 0.7% average annual growth rate for the nation over the next five years.

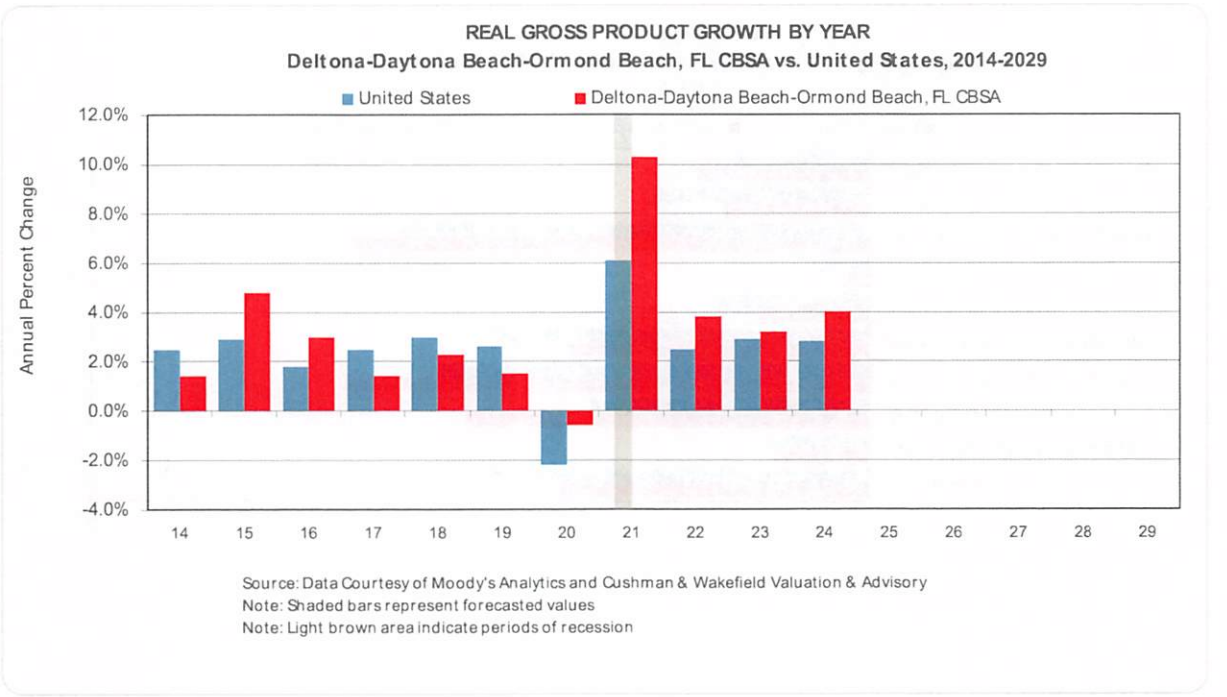
The chart below compares household formation growth between the Daytona Beach CBSA and the United States:



Gross Metro Product

Gross Metro Product (GMP) is defined as the market value of all final goods and services produced within a metropolitan area, and when compared to the nation's Gross Domestic Product (GDP), can determine shifting economic trends in a given region. Economic growth in the Daytona Beach CBSA outperformed national economic expansion over the decade, averaging 3.3% annually from 2014 through 2024. Over the decade, the national GDP increased at an average annual rate of 2.5%. GMP growth for Daytona Beach CBSA is forecast to decrease to an average annual growth rate of 3.2% through 2029, remaining ahead of the 1.9% average annual rate projected for the national average over the next five years.

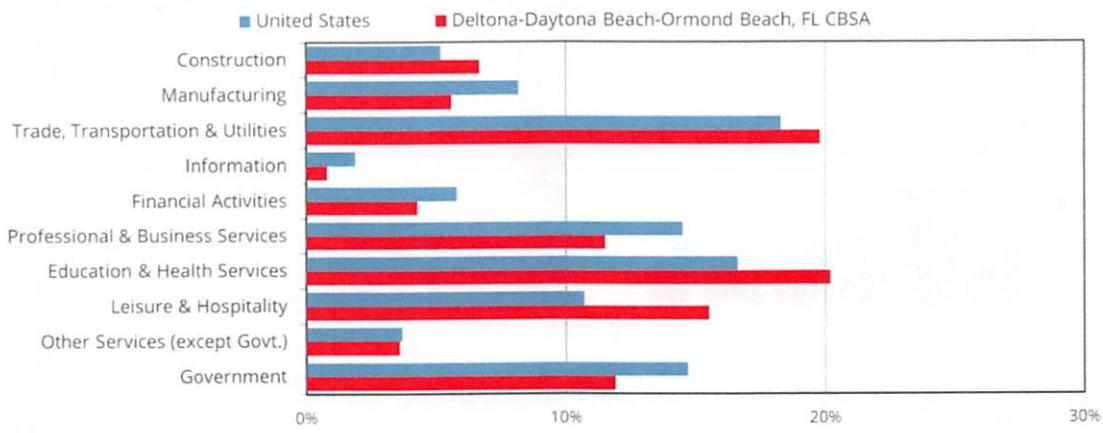
The chart below compares gross product growth by year for the Daytona Beach CBSA and the United States:



Employment Distribution

The Education & Health Services sector dominates the Daytona Beach CBSA as the largest employment sector with roughly 20.2% of the regional workforce, compared to 16.6% on the national level. The Daytona Beach CBSA offers a diverse mix of industry employment with the Trade, Transportation & Utilities and Leisure & Hospitality sectors accounting for 19.8% and 15.5% of total employment, respectively. Together, these three industries comprise 55.5% of the region's share of employment.

The following chart compares non-farm employment sectors for the Daytona Beach CBSA and the United States:



Major Employers

The following table lists the largest employers in the Daytona Beach CBSA:

Major Employers
Daytona Beach, FL CBSA

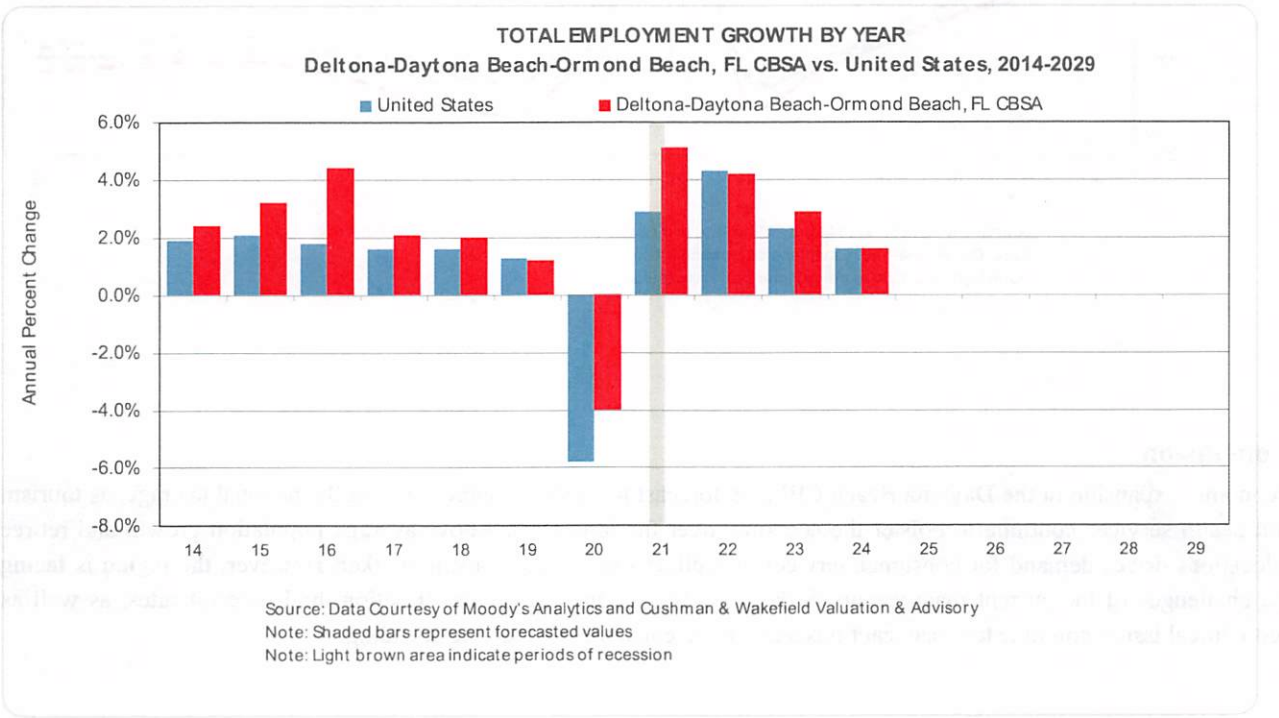
Company	No.of Employees	Business Type
Volusia County Schools	8,197	Education
AdventHealth Systems	7,794	Healthcare
Halifax Hosptial System	4,312	Healthcare
Publix Supermarkets, Inc.	4,069	Retail Trade
Walmaet Associates, Inc.	3,586	Retail Trade
State of Florida	2,628	Government
County of Volusia	2,464	Government
Embry-Riddle Aeuronautical University	1,973	Education
Stetson University	1,590	Education
Daytona State College	1,424	Education
Amazon	1,300	Logistics
Florida Healthcare Plans	1,297	Healthcare

Source: Volusia County, FL Economic Development;
Cushman & Wakefield & Valuation & Advisory

Employment Growth

From 2014 through 2024, employment growth in the Daytona Beach CBSA outpaced national expansion, averaging 2.2% annually. Over the decade, the Daytona Beach CBSA's employment grew at a higher rate compared to the nation due to strong performance from the following counties: Flagler (3.6%). During the same time period, the national employment growth rate averaged 1.4% growth annually. Employment growth in the Daytona Beach CBSA is forecast to decrease to an average annual growth rate of 1.1% through 2029, remaining ahead of the 0.3% annual employment growth rate projected for the national average over the next five years.

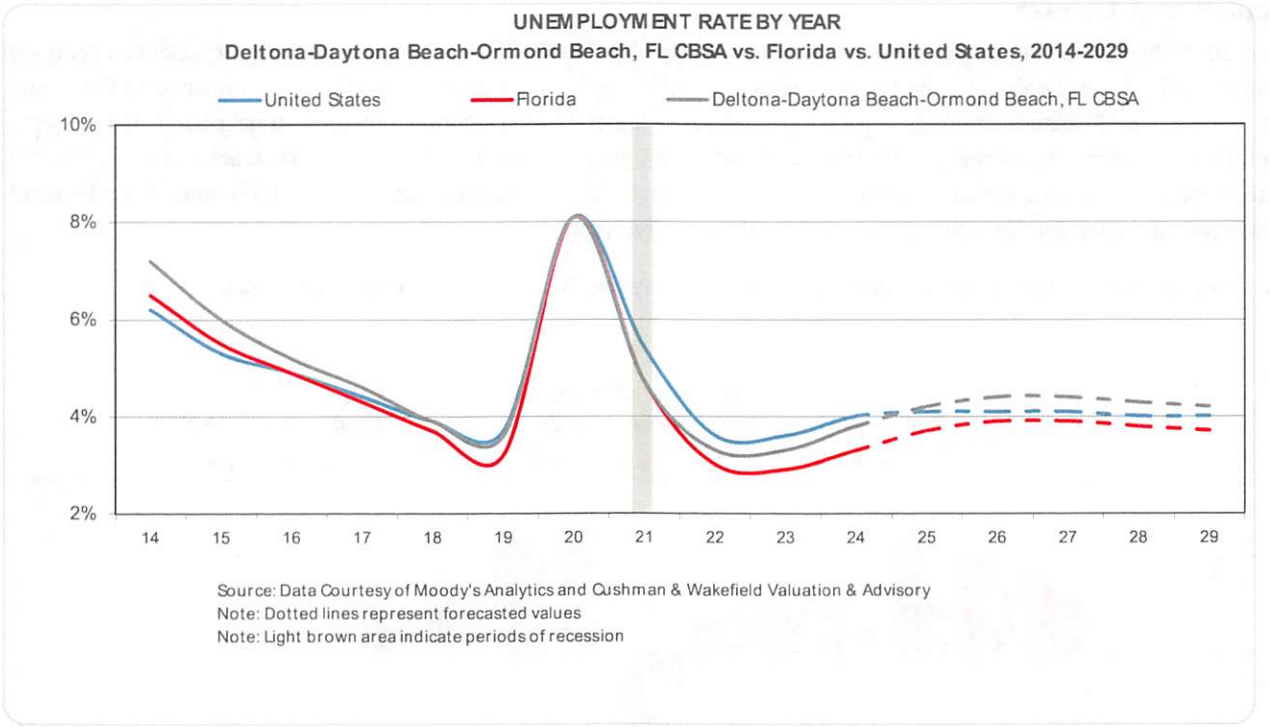
The following chart illustrates employment growth for the Daytona Beach CBSA and the United States:



Unemployment

From 2014 through 2024, the Daytona Beach CBSA regional unemployment rate decreased at an average annual rate of 6.2%, compared to the nation's unemployment rate which decreased at an average annual rate of 4.1%. The Daytona Beach CBSA's unemployment rate is forecast to increase by an average annual rate of 0.1% between 2025 and 2029. The following counties contributed to the decrease in Daytona Beach CBSA's unemployment rate over the decade: Volusia (-6.3%). The unemployment rate in the Daytona Beach CBSA measured 4.1% as of November 2024, reflecting 13,100 persons out of work in the region.

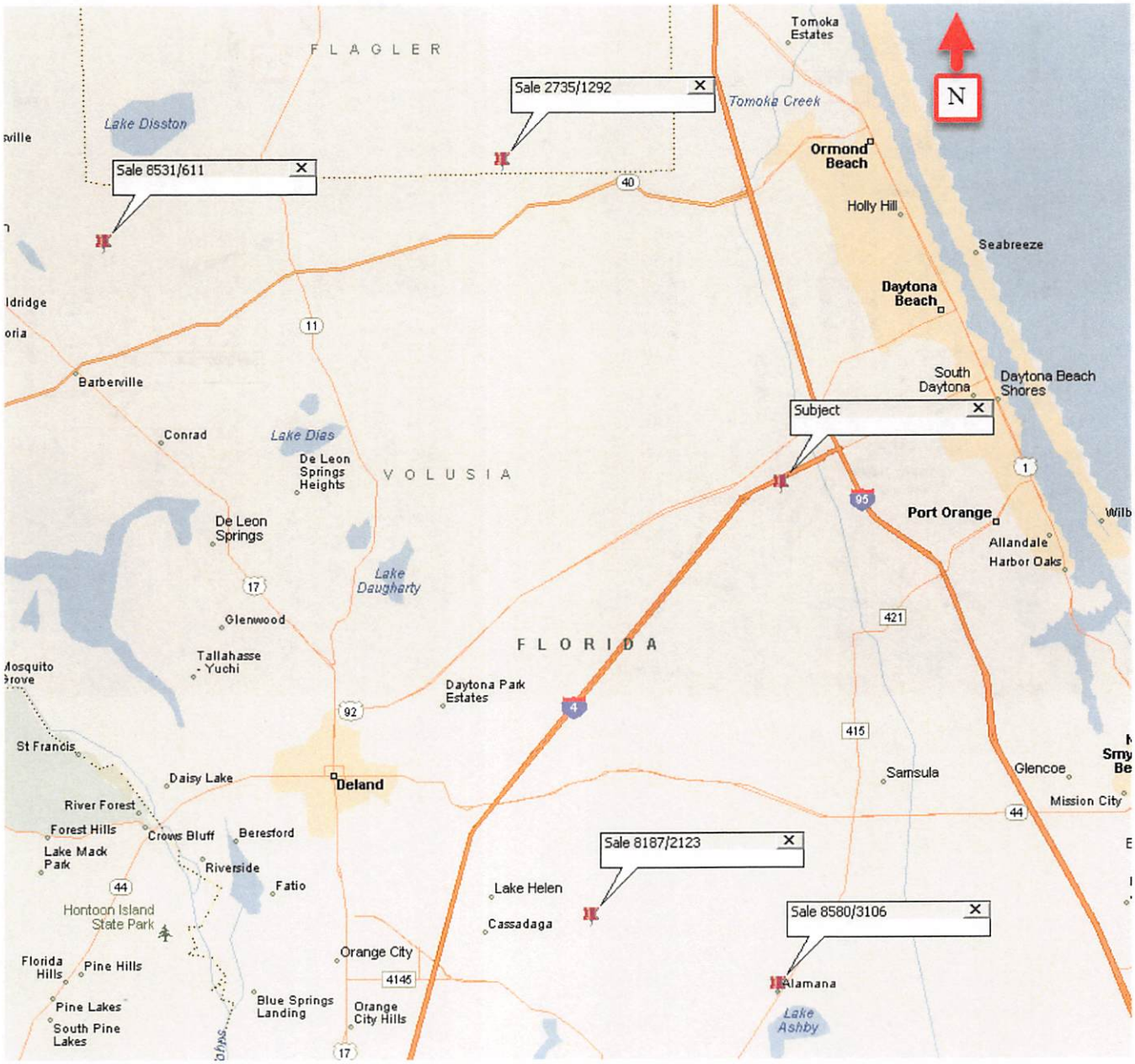
The graph below illustrates unemployment rates for the Daytona Beach CBSA, the State of Florida, and the United States:



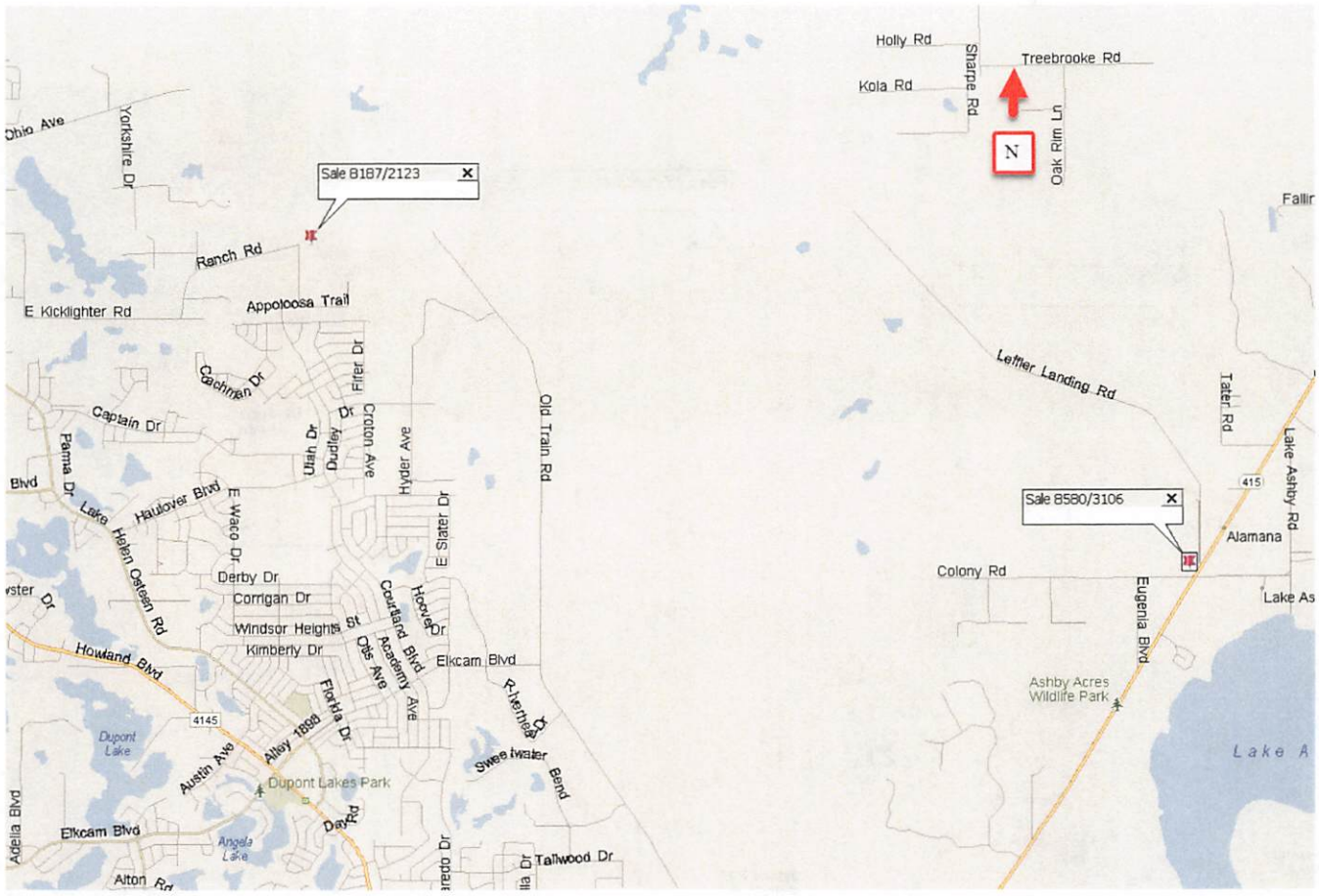
Conclusion

Economic expansion in the Daytona Beach CBSA is forecast to continue outperforming the national average, as tourism and health services continue to bolster the economy over the long-term. Above-average population growth and retiree relocations drives demand for consumer services as well as support the housing market. However, the region is facing the challenges of the current macroeconomic headwinds plaguing the nation. Inflation, high interest rates, as well as geopolitical issues continue to create cautiousness among consumers impacting spending.

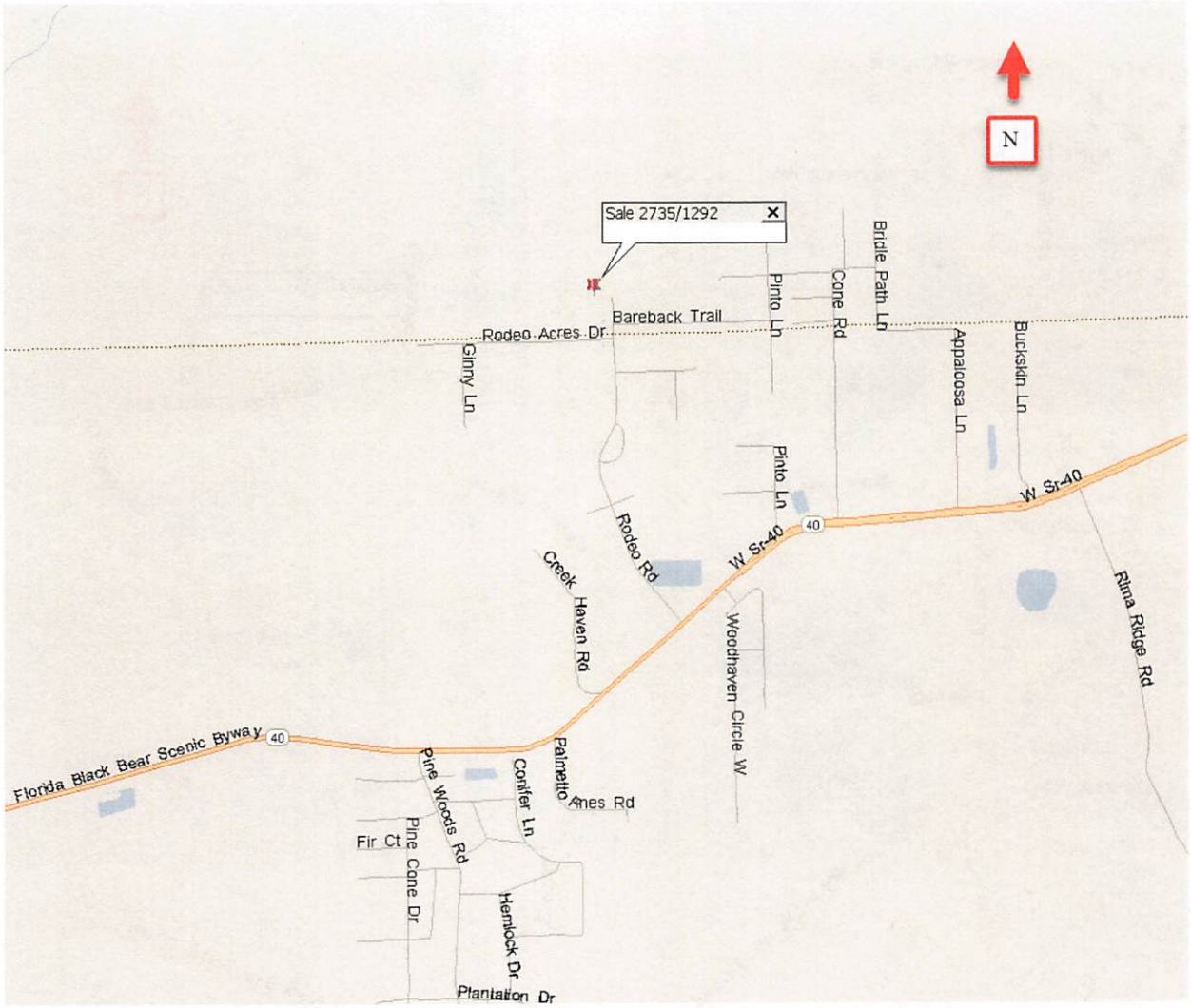
Land Sales Location Map



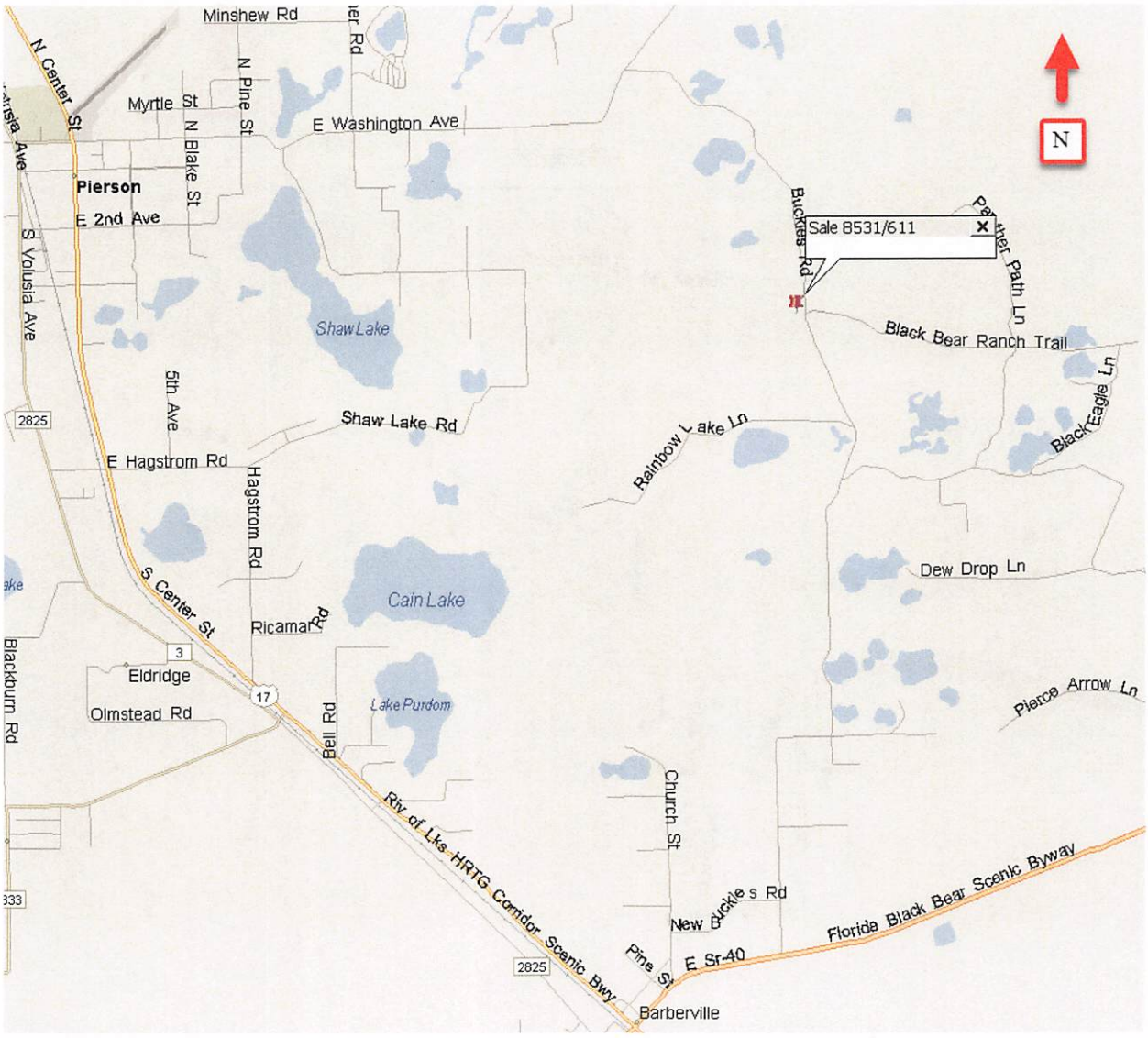
Land Sales Location Map



Land Sales Location Map



Land Sales Location Map



VACANT LAND
COMPARABLE SALE 8580/3106

APPRAISER:
THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.

SALE NO:
8580/3106

(A) RECORDED:
OR Book 8580, Page 3106, Volusia County

(B) GRANTOR:
Victor D. Veino and Rodney E. Veino

(C) GRANTEE:
Lakewood Luxury Properties, LLC, a Missouri Limited Liability Company

(D) DATE OF TRANSACTION:
June 27, 2024

(E) INSPECTION DATE(S):
August 25, 2025

(F) SIZE / TOPOGRAPHY /FLOODPLAIN / WETLAND INFORMATION:

LAND SIZE:
±159.42 AC (Property Appraiser)

The property contains ±159.42 acres per the County Property Appraiser records. Per these records of the 159.42 acres, ±132.42 acres are uplands (±83%) and ±27.0 acres are wetlands (±17%). The uplands appear to be generally level and near road. According to the FEMA Flood Zone Maps, the majority of the property is located within Zone A, an area that has a 1% annual chance of flooding. The property is generally level.

(G) CONSIDERATION:
$1,700,000

(H) UNIT PRICE:
$10,664/AC, gross

(I) TYPE OF INSTRUMENT:
Warranty Deed

VACANT LAND
COMPARABLE SALE 8580/3106

(J) TAX ID NUMBER(S):
821001020010; 821001010020; 821001020120

(K) LOCATION:
The property is located at the northwest corner of SR 415 and Colony Road, in the Osteen/New Smyrna Beach area of unincorporated Volusia County, Florida. The property address is 1092 South SR 415, New Smyrna Beach, Florida.

(L) ZONING/FUTURE LAND USE:
Zoning: A-1, Agriculture, by Volusia County

Future Land Use: AR, Agriculture Resource by Volusia County

(M) PRESENT USE:
Vacant Land

(N) HIGHEST AND BEST USE AT DATE OF SALE:
Agricultural/Recreation

(O) CONDITION OF TRANSACTION:
Arm's length transaction

(P) FINANCING (EFFECT ON SALE PRICE, IF ANY):
Cash to Seller

(Q) ENCUMBRANCES (IF ANY):
None that would affect value.

(R) IMPROVEMENTS:
The property was vacant except of a pole barn and utility sheds at the date of sale.

(S) UTILITIES:
Electric, telephone available in the vicinity.

VACANT LAND
COMPARABLE SALE 8580/3106

(T) VERIFIED WITH:

NAME Prechus Amber Green (386) 479-1728 ***DATE*** 8/14/25
RELATIONSHIP TO SALE Listing Agent
VERIFIED BY: Richard K. MacMillan, MAI

(U) MOTIVATION OF PARTIES:
Grantor – Sell property
Grantee – Unknown

(V) ANALYSIS OF PERTINENT INFORMATION:
None

(W) EXPOSURE TIME:
Up to 12 months

(X) NUMBER OF DAYS ON MARKET:
Unknown

(Y) REMARKS:

The property contains ±159.42 acres per the County Property Appraiser records. Per these records of the 159.42 acres, ±132.42 acres are uplands (±83%) and ±27.0 acres are wetlands (±17%). The uplands appear to be generally level and near road. The property has frontage along the west side of SR 415, a two-lane paved road and the north side of Colony Road, a two-lane paved road. The land is generally level and utilities in the vicinity include electric and telephone service. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location.

VACANT LAND
COMPARABLE SALE 8580/3106
PHOTO PAGE



Photo taken by Richard K. MacMillan, MAI on August 25, 2025

VACANT LAND
COMPARABLE SALE 8580/3106
Aerial Exhibit



7/11/2024 12:57:59 PM Instrument #2024133507 #1 Book:8580 Page:3106
Doc Stamps $11,900.00 Transfer Amt $1,700,000.00

Prepared by and return to:
Debra Tyll
Cipparone & Cipparone, P.A.
1525 International Parkway, Suite 1071
Lake Mary, Florida 32746
File No. 24-3021
Parcel ID#s 821001010020; [redacted] and
[redacted]

WARRANTY DEED

Made this 27th day of June, 2024 by **Victor D. Veino, a single man** whose address is 345 Smith Road, Osteen, FL 32764 and **Rodney E. Veino, a married man** whose address is 1000 Piney Woods Trail, Osteen, FL 32764, hereinafter called the "Grantor", to **Lakewood Luxury Properties, LLC, a Missouri Limited Liability Company**, whose post office address is 3401 Mallory Lane, Suite 100, Franklin, TN 37067, hereinafter called the "Grantee":

(Whenever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof

Said property is not the homestead of the Grantors under the laws and constitution of the State of Florida in that neither Grantors or any members of the household of Grantors reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

Instrument #2024133507 #2 Book:8580 Page:3107

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESSES:

Witness #1 Signature

Debra Tyll
Witness #1 Printed Name

1525 International Pkwy.
Suite 1071, Lake Mary, FL 32746
Witness #1 Address

Witness #2 Signature

PRECHUS GREEN
Witness #2 Printed Name

1525 International Pkwy.
Lake Mary FL 32746
Witness #2 Address

Victor D. Veino

Rodney E. Veino

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of (xx) physical presence or ( ) online notarization this 27th day of June, 2024, by Victor D. Veino and Rodney E. Veino.

Signature of Notary Public
Print: Debra Tyll

Notary Public State of Florida
Debra Tyll
My Commission
HH 211637
Exp. 1/28/2026

Personally Known:_____ OR Produced Identification:_xx_
Type of Identification
Produced: Driver's License

Instrument #2024133507 #3 Book:8580 Page:3108 Laura E. Roth, Volusia County Clerk of Court

EXHIBIT "A"
Property Description

Parcel 1:

Tracts 1, 2, 11 and 12, except the East 66 feet and except part in Highway, and Tracts 3, 4, 5, 6, and 7, and Tracts 9 and 10, of Block 1, of Map of Howe and Curriers Allotment, as recorded in Map Book 4, Page 44, Section 10, Township 18 South, Range 32 East, Volusia County, Florida;

Less and Except that portion contained in Deed to the State of Florida recorded in Official Records Book 2321, Page 747, Public Records of Volusia County, Florida;

Also Less and Except the lands contained in Corrective Warranty Deed recorded in Official Records Book 4373, Page 2453, Public Records of Volusia County, Florida, described as follows:

A part of Tract 2, 3 and 4, of Block 1, of Map of Howe and Curriers Allotment, as recorded in Map Book 4, Page 44, Section 10, Township 18 South, Range 32 East, Volusia County, Florida, and being more particularly described as follows: Commence at the Northeast corner of Section 10, Township 18 South, Range 32 East, thence North 89°38'50" West along the North line of said Section 10 a distance of 66.0 feet to the Point of Beginning; thence continue along said North line North 89°38'50" West, 1314.33 feet; thence South 0°32'42" East 665.09 feet; thence run South 89°46'56" East, 1311.82 feet; thence North 0°19'54" West 661.96 feet to the Point of Beginning.

Also Less and Except the lands contained in Warranty Deed recorded in Official Records Book 2165, Page 1465, Public Records of Volusia County, Florida, described as follows:

The South 256.0 feet of the West 171.0 feet of Lot 10, of Block 1, of Map of Howe and Curriers Allotment, as recorded in Map Book 4, Page 44, Section 10, Township 18 South, Range 32 East, Volusia County, Florida.

Parcel 2:

Tracts 1 and 2, of Block 2, of Map of Howe and Curriers Allotment, as recorded in Map Book 4, Page 44, Section 10, Township 18 South, Range 32 East, Volusia County, Florida.

Parcel 3:

Tract 12, Block 2, of Map of Howe and Curriers Allotment, as recorded in Map Book 4, Page 44, Section 10, Township 18 South, Range 32 East, Volusia County, Florida.

Property Address: 1092 S. State Road 415, New Smyrna Beach, FL 32168

VACANT LAND
COMPARABLE SALE 8531/611

APPRAISER:
THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.

SALE NO:
8531/611

(A) RECORDED:
OR Book 8531, Page 611, Volusia County

(B) GRANTOR:
Michael Register and Amy Wrenn Register

(C) GRANTEE:
Jessica Audrain Horton and Michael Edward Senn

(D) DATE OF TRANSACTION:
February 12, 2024

(E) INSPECTION DATE(S):
August 25, 2025

(F) SIZE / TOPOGRAPHY /FLOODPLAIN / WETLAND INFORMATION:

LAND SIZE:
±101.87 AC (County Property Appraiser records)

The property contains ±101.87 acres per the County Property Appraiser records. Using the US Fish & Wetland Service National Wetlands Mapper, the Appraiser has calculated of the 101.87 acres, the property consisted of ±39.6 acres of uplands (±39%) and ±62.27 acres of wetlands (±61%). The uplands appear to be generally level and near road. According to the FEMA Flood Zone Maps, the uplands are within Zone X, an area outside the 100 year flood area The wetland areas are generally located within Zone A, areas that present a 1% annual chance of flooding.

(G) CONSIDERATION:
$575,000

(H) UNIT PRICE:
$5,644/AC, gross

(I) TYPE OF INSTRUMENT:
Warranty Deed

VACANT LAND
COMPARABLE SALE 8531/611

(J) TAX ID NUMBER(S):
493100000040

(K) LOCATION:
The property is located on the west side of Buckles Road, across from Black Bear Ranch Trail, in the Pierson area of unincorporated Volusia County, Florida. The property address is 790 Buckles Road, Pierson, Florida.

(L) ZONING/FUTURE LAND USE:
Zoning: RC, Resource Corridor, by Volusia County

Future Land Use: ESC, Environmental Systems Corridor by Volusia County

(M) PRESENT USE:
Vacant Land except for minor agricultural improvements

(N) HIGHEST AND BEST USE AT DATE OF SALE:
Agricultural/Recreation

(O) CONDITION OF TRANSACTION:
Arm's length transaction

(P) FINANCING (EFFECT ON SALE PRICE, IF ANY):
Cash to Seller

(Q) ENCUMBRANCES (IF ANY):
None that would affect value.

(R) IMPROVEMENTS:
At the time of the sale the property had minor agricultural improvements including fencing, gates, a 1,440 SF pole barn, a 320 SF pole barn, a 160 SF frame storage building, and a well. These items did not significantly affect the sale price.

(S) UTILITIES:
Electric, telephone available in the vicinity.

VACANT LAND
COMPARABLE SALE 8531/611

(T) VERIFIED WITH:

NAME Sharon Studenc (407) 463-5205 ***DATE*** 8/19/25
RELATIONSHIP TO SALE Listing Agent
VERIFIED BY: Richard K. MacMillan, MAI

(U) MOTIVATION OF PARTIES:
Grantor – Sell property
Grantee – Unknown

(V) ANALYSIS OF PERTINENT INFORMATION:
None

(W) EXPOSURE TIME:
Up to 12 months

(X) NUMBER OF DAYS ON MARKET:
Unknown; however, per the verifying source this property had a lengthy listing period.

(Y) REMARKS:

The property contains ±101.87 acres per the County Property Appraiser records. Using the US Fish & Wetland Service National Wetlands Mapper, the Appraiser has calculated of the 101.87 acres, the property consisted of ±39.6 acres of uplands (±39%) and ±62.27 acres of wetlands (±61%). The property has frontage along the west side of Buckles Road, a two-lane unpaved stabilized road in the vicinity of the sale property. The property is generally level and near road grade with the road frontage. Utilities in the vicinity include electric and telephone service. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location.

VACANT LAND
COMPARABLE SALE 8531/611
PHOTO PAGE



Photo taken by Richard K. MacMillan, MAI on August 25, 2025

VACANT LAND
COMPARABLE SALE 8531/611
Aerial Exhibit



3/18/2024 2:36:04 PM Instrument #2024052665 #1 Book:8531 Page:611
Doc Stamps $4,025.00 Transfer Amt $575,000.00

Prepared by and return to
Becca Jenkins
EAST COAST TITLE & ESCROW LLC
426 Canal Street
New Smyrna Beach, FL 32168
(386) 515-3277
File No 24-349

Parcel Identification No 4931-00-00-0040

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **12th day of February, 2024** between **Michael Register and Amy Wrenn Register, husband and wife**, whose post office address is **110 Oakwood Drive, Maitland, FL 32751**, of the County of Seminole, State of Florida, Grantors, to **Jessica Audrain Horton, an unmarried woman, and Michael Edward Sean, an unmarried man, as joint tenants with right of survivorship**, whose post office address is **3752 Half Moon Drive, Orlando, FL 32812**, of the County of Orange, State of Florida, Grantees:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Volusia, Florida, to-wit:

Tract 11, Black Bear Ranch, an Unrecorded Subdivision lying in and being a portion of Sections 3, 4 and 5, Township 15 South, Range 29 East; Section 31, Township 14 South, Range 29 East; Section 32, Township 14 South, Range 29 East; and Section 36, Township 14 South, Range 28 East, Volusia County, Florida, said tract being more particularly described as follows:

Commencing at the Southwest corner of said Section 31, thence North 01 degrees, 23 minutes, 15 seconds East, a distance of 1497.56 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 31, and the Point of Beginning; thence North 89 degrees, 55 minutes, 25 seconds East, along the North line of said Section 31, a distance of 2653.60 feet to the centerline of Buckles Road; thence South 04 degrees, 23 minutes, 46 seconds East, along said centerline, a distance of 615.84 feet; thence South 24 degrees, 26 minutes, 38 seconds East, along said centerline, a distance of 454.96 feet; thence South 87 degrees, 56 minutes, 51 seconds West, a distance of 4195.91 feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence North 01 degrees, 19 minutes, 19 seconds West, along said West line, a distance of 1125.40 feet to the Northwest corner of the said Southeast 1/4 of the Southeast 1/4; thence North 87 degrees, 51 minutes, 14 seconds East, along the North line thereof, a distance of 1331.04 feet to the Point of Beginning.

Together with and subject to easements for ingress, egress and utilities as set Forth and described in Official Records Book 4273, Page 671, and Official Records Book 4273, Page 678, of the Public Records of Volusia County, Florida.

Subject to rights of way for Buckles Road over and across the Easterly 30 feet; and utility easements over and across the Westerly 15 feet of the Easterly 45 feet (adjacent to Buckles Road right of way), and across the Southerly 10 feet.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantees that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever

Instrument #2024052665 #2 Book:8531 Page:612 Laura E. Roth, Volusia County Clerk of Court

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

Michael Register

Amy Wrenn Register

WITNESS
PRINT NAME: Diego Molinares

WITNESS
PRINT NAME: Brigette Student

P.O. Box 721438
Orlando, FL 32872
WITNESS 1 ADDRESS

3767 Brantley Place Circle
Apopka FL 32703
WITNESS 2 ADDRESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 12th day of February, 2024, by Michael Register and Amy Wrenn Register.

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known:___ ___ OR Produced Identification: X ___
Type of Identification Produced: ___ FL DL ___

DIEGO MOLINARES
Notary Public - State of Florida
Commission # HH 1815
My Comm. Expires May 19, 2024
Bonded through National Notary Assn.

VACANT LAND
COMPARABLE SALE 2735/1292

APPRAISER:
THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.

SALE NO:
2735/1292

(A) RECORDED:
OR Book 2735, Page 1292, Flagler County

(B) GRANTOR:
Relay Ridge, LLC, a Florida limited liability company

(C) GRANTEE:
Rodeo 473, LLC, a Pennsylvania limited liability company

(D) DATE OF TRANSACTION:
November 14, 2022

(E) INSPECTION DATE(S):
August 25, 2025

(F) SIZE / TOPOGRAPHY /FLOODPLAIN / WETLAND INFORMATION:

LAND SIZE:
478.11 AC

The property contains ±478.11 acres per the County Property Appraiser records. Using the US Fish & Wetland Service National Wetlands Mapper, the Appraiser has calculated of the 478.11 acres, the property consisted of ±352.11 acres of uplands (±74%) and ±126 acres of wetlands (±26%). The uplands appear to be generally level and near road. According to the FEMA Flood Zone Maps, the majority of the uplands are within Zone X, an area outside the 100 year flood area. The western ±1/3 is located within Zone AE, areas that present a 1% annual chance of flooding. The land is generally level.

(G) CONSIDERATION:
$2,675,000

(H) UNIT PRICE:
$5,595/AC, gross

(I) TYPE OF INSTRUMENT:
Warranty Deed

VACANT LAND
COMPARABLE SALE 2735/1292

(J) TAX ID NUMBER(S):
23-14-30-0000-02020-0000; 24-14-30-0000-02010-0020

(K) LOCATION:
The property is located at the northwest corner of Rodeo Acres Drive and Rodeo Road, in the Ormond Beach area of unincorporated Flagler County, Florida.

(L) ZONING/FUTURE LAND USE:
Zoning: R-1, Rural Residential District & AC, Agriculture District by Flagler County

Future Land Use: Residential Low Density/Rural Estate & AC, Agriculture and Timberlands by Flagler County

(M) PRESENT USE:
Vacant Land

(N) HIGHEST AND BEST USE AT DATE OF SALE:
Agricultural/Recreation

(O) CONDITION OF TRANSACTION:
Arm's length transaction

(P) FINANCING (EFFECT ON SALE PRICE, IF ANY):
Cash to Seller

(Q) ENCUMBRANCES (IF ANY):
None that would affect value.

(R) IMPROVEMENTS:
The property was vacant at the date of sale.

(S) UTILITIES:
Electric, telephone available in the vicinity.

VACANT LAND
COMPARABLE SALE 2735/1292

(T) VERIFIED WITH:

NAME Jeffrey Brock (386) 254-6875 ***DATE*** 8/22/25
RELATIONSHIP TO SALE Closing Attorney
VERIFIED BY: Richard K. MacMillan, MAI

(U) MOTIVATION OF PARTIES:
Grantor – Sell property
Grantee – Purchased for Recreation Use

(V) ANALYSIS OF PERTINENT INFORMATION:
None

(W) EXPOSURE TIME:
Up to 12 months

(X) NUMBER OF DAYS ON MARKET:
Unknown

(Y) REMARKS:

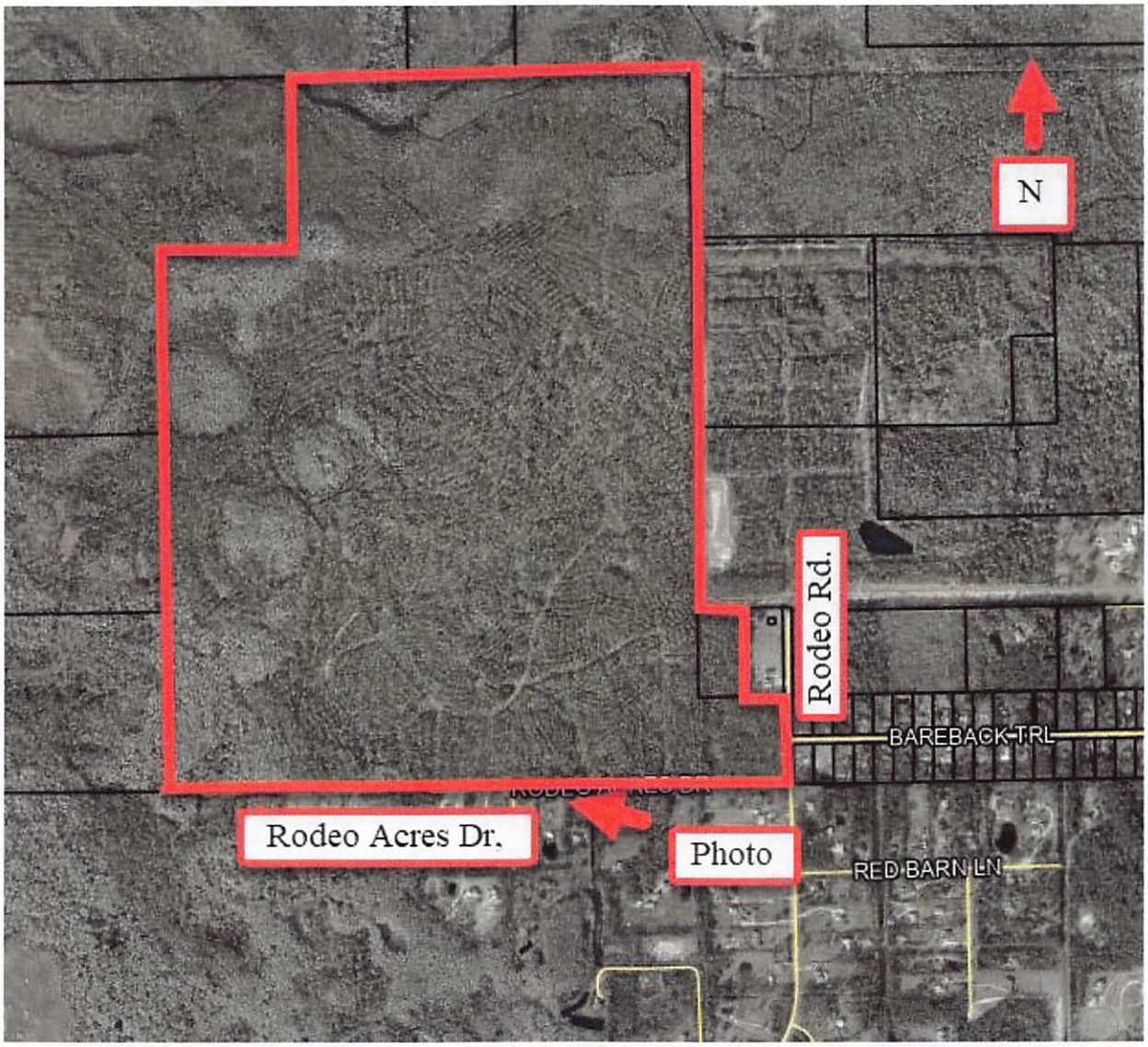
The property contains ±478.11 acres per the County Property Appraiser records. Using the US Fish & Wetland Service National Wetlands Mapper, the Appraiser has calculated of the 478.11 acres, the property consisted of ±352.11 acres of uplands (±74%) and ±126 acres of wetlands (±26%). The property has frontage along the west side of Rodeo Road, a two-lane paved road and the north side of Rodeo Acres Drive, a two lane unpaved road. The property is generally level and near road grade with the road frontages. Utilities in the vicinity include electric and telephone service. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location. The land had some conservation easements and was purchased for recreational use per the verifying source.

VACANT LAND
COMPARABLE SALE 2735/1292
PHOTO PAGE



Photo taken by Richard K. MacMillan, MAI on August 25, 2025

VACANT LAND
COMPARABLE SALE 2735/1292
Aerial Exhibit



Instrument No: 2022054810 11/21/2022 12:08 PM BK: 2735 PG: 1292 PAGES: 3 DOCTAX PD $18,725.00 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

Prepared by and return to:
Jeffrey P. Brock
Attorney at Law
Smith Bigman Brock, P.A.
444 Seabreeze Blvd., Suite 900
Daytona Beach, FL 32118
386-254-6875
File Number: **08049.0041**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **14th** day of **November, 2022** between **Relay Ridge, LLC, a Florida limited liability company** whose post office address is **P.O. Box 270, Daytona Beach, FL 32115** grantor, and **Rodeo 473, LLC, a Pennsylvania limited liability company** whose post office address is **2620 Egypt Road, Audubon, PA 19403** , grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Flagler County, Florida** to-wit:

See Schedule "A"

Parcel Identification Number: 23-14-30-0000-02020-0000
Parcel Identification Number: 24-14-30-0000-02010-0020

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2023.**

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

WITNESS

Signed, sealed and delivered in the presence of:

Print Name:

Print Name:

Relay Ridge, LLC, a Florida limited liability company

By: James E. Phillips, Manager

DoubleTime®

STATE OF FLORIDA)

COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of November, 2022, by James E. Phillips, on behalf of Relay Ridge, LLC ☒ who is personally known to me or ☐ who produced _____ as identification

[NOTARY SEAL]

Notary Public

JEFFREY P. BROCK
Commission # GG 336860
Expires July 23, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

DoubleTime®

BK: 2735 PG: 1294

EXHIBIT "A"

The east one-half of the north one-half of the northeast one-quarter of Section 23, Township 14 South, Range 30 East, Flagler County, Florida. Less the westerly 1000 feet thereof

and

The south one-half of the northeast one-quarter and the southeast one-quarter of Section 23, Township 14 South, Range 30 East, Flagler County, Florida.

and

a portion of the southeast one-quarter of the southwest one-quarter of Section 24, Township 14 South, Range 30 East, Flagler County, Florida.

Excepting from the above lands any part of Smokerise Unit 4, recorded in Map Book 26, page 38, of the public records of Flagler County, Florida.

VACANT LAND
COMPARABLE SALE 8187/2123

APPRAISER:
THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.

SALE NO:
8187/2123

(A) RECORDED:
OR Book 8187, Page 2123, Volusia County

(B) GRANTOR:
Linda Kay Smith f/k/a Linda Colwell and Brenda Smith

(C) GRANTEE:
James B. Evans, Jr. and Juanita C. Evans

(D) DATE OF TRANSACTION:
January 11, 2022

(E) INSPECTION DATE(S):
August 25, 2025

(F) SIZE / TOPOGRAPHY /FLOODPLAIN / WETLAND INFORMATION:

LAND SIZE:
±126.08 AC

The property contains ±126.08 acres per the County Property Appraiser records. Per these records of the 126.08 acres, ±91.70 acres are uplands (±73%) and ±34.38 acres are wetlands (±27%). The uplands appear to be generally level and near road. According to the FEMA Flood Zone Maps, the majority of the property is located within Zone A, an area that has a 1% annual chance of flooding. The property is generally level.

(G) CONSIDERATION:
$700,000

(H) UNIT PRICE:
$5,552/AC, gross

(I) TYPE OF INSTRUMENT:
Special Warranty Deed

VACANT LAND
COMPARABLE SALE 8187/2123

(J) TAX ID NUMBER(S):
713400000021 (Alt Key 4852166)

(K) LOCATION:
The property is located at the eastern terminus of Ranch Road, northeast of Kicklighter Road, in the Lake Helen area of unincorporated Volusia County, Florida.

(L) ZONING/FUTURE LAND USE:
Zoning: A-1, Agriculture, by Volusia County

Future Land Use: RC, Agriculture Resource & ESC, Environmental Systems Corridor by Volusia County

(M) PRESENT USE:
Vacant Land

(N) HIGHEST AND BEST USE AT DATE OF SALE:
Agricultural/Recreation

(O) CONDITION OF TRANSACTION:
Arm's length transaction

(P) FINANCING (EFFECT ON SALE PRICE, IF ANY):
Cash to Seller

(Q) ENCUMBRANCES (IF ANY):
None that would affect value.

(R) IMPROVEMENTS:
The property was vacant at the date of sale.

(S) UTILITIES:
Electric, telephone available in the vicinity.

VACANT LAND
COMPARABLE SALE 8187/2123

(T) VERIFIED WITH:

NAME Lily Taylor (407) 422-3144 ***DATE*** 8/14/25
RELATIONSHIP TO SALE Listing Agent
VERIFIED BY: Richard K. MacMillan, MAI

(U) MOTIVATION OF PARTIES:
Grantor – Sell property
Grantee – Unknown

(V) ANALYSIS OF PERTINENT INFORMATION:
None

(W) EXPOSURE TIME:
Up to 12 months

(X) NUMBER OF DAYS ON MARKET:
Unknown

(Y) REMARKS:

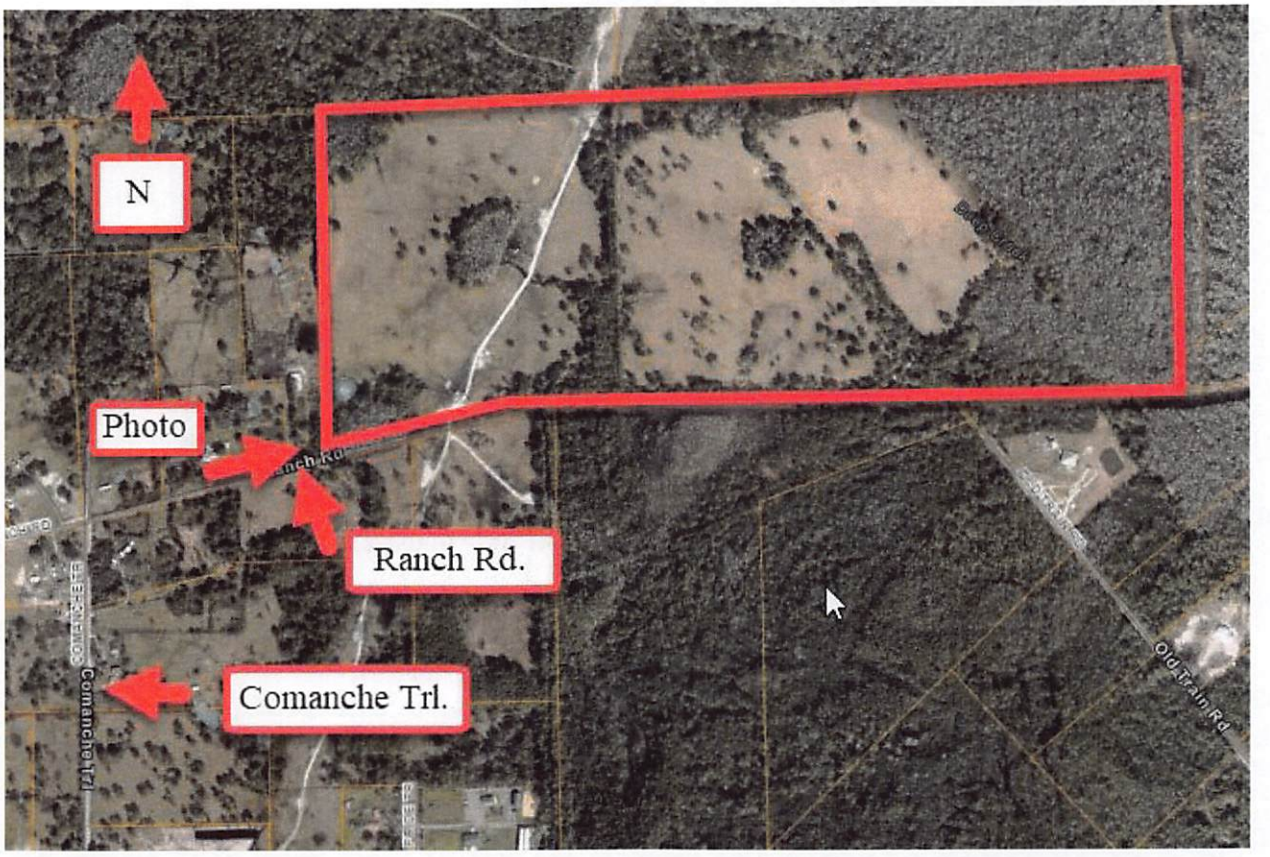
The property contains ±126.08 acres per the County Property Appraiser records. Per these records of the 126.08 acres, ±91.70 acres are uplands (±73%) and ±34.38 acres are wetlands (±27%). The uplands appear to be generally level and near road. The property is accessed via an unpaved road and easement. The land is generally level and utilities in the vicinity include electric and telephone service. A well would be necessary for potable water and a septic system would be necessary to process effluent at this location.

VACANT LAND
COMPARABLE SALE 8187/2123
PHOTO PAGE



Photo taken by Richard K. MacMillan, MAI on August 25, 2025

VACANT LAND
COMPARABLE SALE 8187/2123
Aerial Exhibit



1/14/2022 9:05:35 AM Instrument #2022010222 #1 Book:8187 Page:2123
Doc Stamps $4,900.00 Transfer Amt $700,000.00

Prepared By and Return To:
Reliant Title Group, A Division of LandCastle Title Group, LLC
Attn: Elizabeth A. Waldren
109 W Rich Avenue
DeLand, FL 32720
Order No.: RTG2121492

Property Appraiser's Parcel I.D. (folio) Number:
7134-00-00-0021

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this January 11th, 2022 by Linda Kay Smith f/k/a Linda Colwell, a single woman and Brenda Smith, a single woman whose post office address is 342 Hazel Street, Lake Helen, FL 32744 (the "Grantor"), and James B. Evans, Jr. and Juanita C. Evans, husband and wife whose post office address is P. O. Box 246, Lake Helen, FL 32744 (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

A parcel of land described as follows:

Beginning at the South 1/4 corner of Section 34, Township 17 South, Range 31 East; thence West along the South line of said Section a distance of 301.45 feet; thence South 77 degrees 33 minutes 20 seconds West in Section 2, Township 18 South, Range 31 East, a distance of 368.35 feet to the Point of Beginning; Thence continue South 77 degrees, 33 minutes 20 seconds West a distance of 675.82 feet; thence North a distance of 244.26 feet to the South line of Section 34, Township 17 South, Range 31 East; thence continue North in the aforesaid Section a distance of 1348.93 feet; thence South 88 degrees, 46 minutes, 15 seconds East, a distance of 660.00 feet; thence South a distance of 1346.08 feet to the South line of Section 34, Township 17 South, Range 31 East; thence continue South in Section 2, Township 18 South, Range 31 East a distance of 87.40 feet to the Point of Beginning.

Said parcel lying in Volusia County, Florida.

Subject to a 30 foot roadway easement along and parallel to the South border of the West 375 feet of said parcel for ingress and egress.

A parcel of land described as follows:

Beginning at the South 1/4 corner of Section 34, Township 17 South, Range 31 East; thence North a distance of 1345.22 feet; thence North 88 degrees 46 minutes 15 seconds West, a distance of 660.00 feet; thence South and parallel to the East line a distance of 1346.08 feet to the South line of Section 34, Township 17 South, Range 31 East; thence continue South in Section 2, Township 18 South, Range 31 East, a distance of 87.40 feet; thence North 77 degrees 33 minutes 20 seconds East a distance of 368.35 feet to the South line of Section 34, Township 17 South, Range 31 East; thence along the South line of said Section a distance of 301.45 feet to the Point of Beginning.

Said parcel lying in Volusia County, Florida.

A parcel of land described as follows:

The South 1/2 of the South East 1/4 of Section 34, Township 17 South, Range 31 East, Volusia County, Florida.

Subject to a thirty (30) foot and a sixty (60) foot easement for ingress and egress to the eighty (80) acres parcel as follows:

A thirty (30) foot easement lying and being fifteen (15) feet on each side of a center line as follows:

Start at the Southwest corner of the Southeast 1/4 of Section 34, Township 17 South, Range 31 East, thence run North a distance of fifteen (15) feet to the Point of Beginning, thence Westerly fifteen (15) feet North of and parallel to the South line of Section 34, Township 17 South, Range 31 East, a distance of 301.45 feet to a point fifteen (15) feet North of the Northeast corner of Section 2, Township 18 South, Range 31 East, thence South 75 degrees 35 minutes 25 seconds West in Section 2, Township 18 South, Range 31 East a distance of 2197.225 feet to a point, thence continue said easement being and lying thirty (30) feet on each side of that certain center line described as follows: continue at the last point of traverse, run South 0 degrees 05 minutes 06 seconds East a distance of 2215.661 feet, thence South 88 degrees 42 minutes 04 seconds West a distance of 482.973 feet; thence South 1 degree 17 minutes 56 seconds East a distance of 330.00 feet.

SUBJECT TO TAXES FOR THE YEAR 2022 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

Carol McGehee
Printed Name of First Witness

Witness Signature

Elizabeth A. Waldren
Printed Name of Second Witness

Linda Kay Smith f/k/a Linda Colwell

Brenda Smith
Brenda Smith

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was executed and acknowledged before me by means of XX Physical Presence or ____ Online Notarization this 11th day of January, 2022 by Linda Kay Smith f/k/a Linda Colwell and Brenda Smith, who is personally known to me or who have produced Drivers Licenses as identification.

Notary Public
Printed Name: _____
Commission # _____
My Commission Expires: _____
(SEAL)

ELIZABETH A. WALDREN
MY COMMISSION # HH 135463
EXPIRES: July 12, 2025
Bonded Thru Notary Public Underwriters

LAND PLANNING / ENGINEERING REPORT

To: **The Appraisal Group of Central Florida, Inc.**
377 Maitland Avenue, Suite 2008
Altamonte Springs, Florida 32701

From: **Kelly, Collins & Gentry, Inc.**
1700 North Orange Avenue, Suite 400
Orlando, Florida 32804

Re: **Parcel 202 ~ City of Port Orange Property**
I-4 EB Truck Parking

Date: **September 15, 2025**

GENERAL INFORMATION

Prepared by: ..... Scott A. Stuart / Hal Collins, Jr., P.E.
KCG Project No.: 1681.202
FDOT FP No.: 4464454

Property Owner: ..... City of Port Orange – Finance Department
Existing Use: ..... Vacant / Undeveloped
Parcel Tax ID No.: ..... 621800000011 and portion of 621800000010

Physical Street Address: ..... N/A
General Location: ..... Southside of I-4, North of Shunz Road

Jurisdiction: ..... Volusia County
Future Land Use: ..... Conservation
Zoning: ..... Conservation

Area of Parent Tract: ..... ±507.660 acres
Area of Fee Acquisition (Parcel 202): ..... ±72.120 acres
Area of Remainder: ..... ±435.540 acres

PROJECT DESCRIPTION

The Florida Department of Transportation (FDOT) conducted a Truck and Freight Alternative Site Analysis Project Development and Environment (PD&E) Study (FPID:447724-1-22-01) to identify, evaluate, and recommend truck and freight parking sites along or near the Interstate 4 (I-4) corridor within Osceola, Orange, Seminole, and Volusia Counties that are viable for private and public operator use for rest stops. In 2018, FDOT conducted a statewide truck parking study to assess existing truck parking and future demand. The study found the I-4 corridor is the most critical corridor for truck parking needs in the state, specifically between the Osceola/Polk County Line and I-95. Based on the 2018 study, the existing average demand for the I-4 corridor within FDOT District 5 was 481 designated truck parking spaces (combined public and private) for rest stops. However, there are currently 36 truck-only parking spaces (combined public and private) for rest stops along the I-4 corridor within the study area.

The PD&E study limits extended from Osceola County north to Volusia County encompassing a 75-mile-long study area along I-4. The goal of the PD&E study was to identify at least one truck parking facility within each county to serve regional freight demand in Central Florida and balance the parking available throughout the I-4 corridor.

Right of Way Maps: Prepared by Geodata Consultants, Inc. Dated 08/13/2025

BEFORE CONDITION

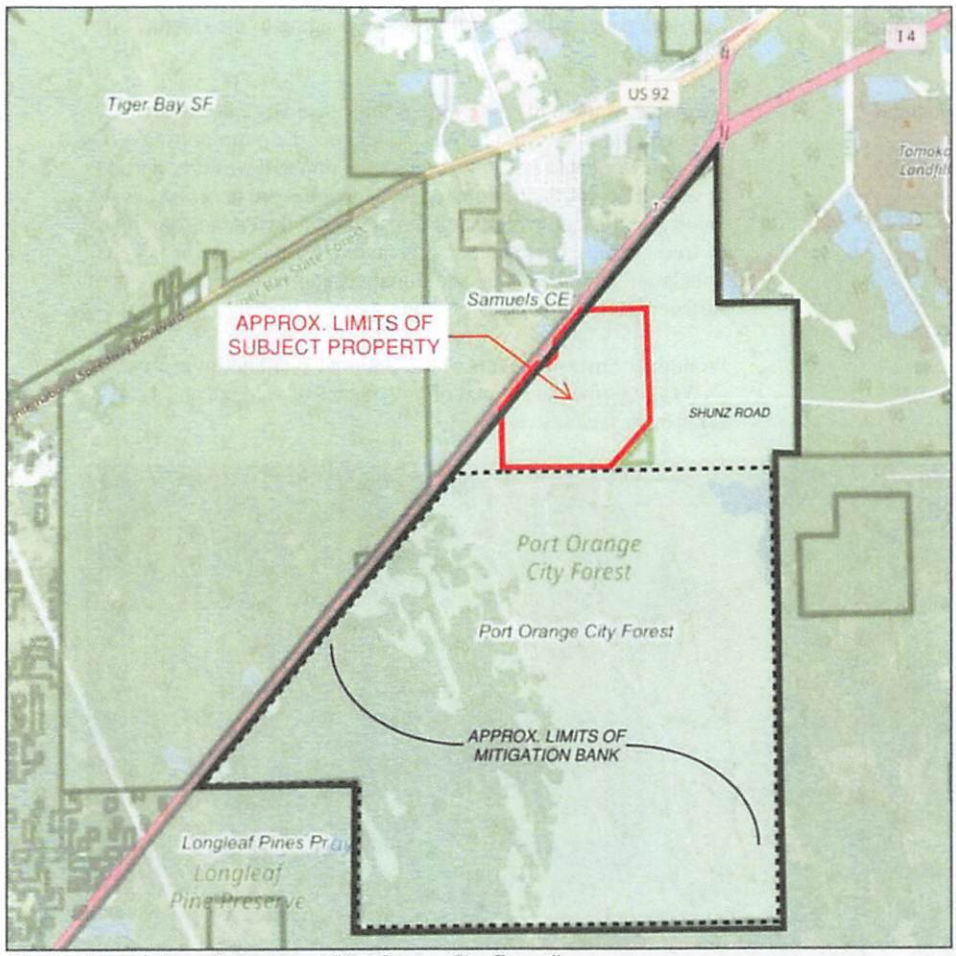
Physical Characteristics ~ Subject Property

Property Description

The subject property is abbreviated to ±507.660 acres of vacant / undeveloped land situated along the south side of I-4, accessed from the east along Shunz Road.

The property is owned by the City of Port Orange but not contiguous to the city limits and remains within unincorporated Volusia County. The property is identified as part of the FNAI, Florida Natural Areas Inventory known as "Port Orange City Forest", which totals 8,977.35 acres in size.

A portion of the described "Port Orange City Forest" immediately south of the subject property is the Port Orange Mitigation Bank, permitted through the SJRWMD at 5.719 acres. The SJRWMD identifies project 64024-1: Port Orange Mitigation Bank Ph1 & 2 as wetlands comprised of cypress ponds, cypress strands, bay swamps, and marshes, which form part of the headwaters to the Tomoka River and Spruce Creek. At the time of permit issuance, most of the wetlands exhibited adverse logging and grazing effects.



Florida Natural Areas Inventory ~ "Port Orange City Forest"

Shape	Irregular. Please see attached sketches for detailed property dimensions.
Encumbrances	The right of way maps do not identify any specific easements or encumbrances that would negatively affect use of the property.
Utilities	There are no central services located in proximity to the subject property.
Topography	The subject property is generally level, to slightly sloping.

Drainage Patterns

Drainage patterns are sheetflow corresponding to the existing site topography.

Environmental

Available wetland inventory maps indicate a large freshwater forested / shrub wetland habitat throughout the north portion of the site with elongated portions through the mid and westerly portions as well. Each of the designated wetland areas are described as the Palustrine System, which includes all nontidal wetlands dominated by trees, shrubs, persistent emergent, emergent mosses or lichens. Subclassifications include additional vegetation and indications of surface waters for periods of time.

Preliminary measurements of the National Wetland Inventory (NWI) maps indicate a total of 169.5 acres of wetland and 12.4 acres of surface water.



Soils	Per the USDA Web Soil Survey the site is comprised of the following soils: • Daytona sand, 0 to 5 percent slopes • Hontoon muck, frequently ponded, 0 to 1 percent slopes • Immokalee sand 464.2 30.1% 32 Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes Myakka-St. Johns complex • Pomona fine sand Samsula muck, frequently ponded, 0 to 1 percent slopes • Smyrna-Smyrna, wet, fine sand • St. Johns fine sand
Flood Zone	Per FEMA Floodplain Panel 12127C0500H Eff. Date February 19, 2014, the subject property is primarily within Zone A, 100 year floodplain, with pockets throughout located within Zone X, outside of the 100 year flood plain.
Roadway Frontage	I-4: ±4,600 ft Shunz Road: ±1,964 ft
Driveway Access	Shunz Road: The subject property is accessible via a forest road that connects to Shunz Road a two lane rural roadway.

Land Use Regulations

Jurisdiction	Volusia County
Future Land Use	Conservation - Includes public and private land areas that have been acquired or reserved by mutual agreement with the owner for the preservation and protection of Volusia County's natural resources. Improvements on conservation uses shall not exceed a maximum Floor Area Ratio of ten percent (0.10 FAR). Improvements should be limited to functions that are related to protection, management, public access, security, and conservation of the land.
Zoning	Conservation - Intended for certain lands which are either owned or controlled by a governmental agency. In the Conservation Classification, no premises shall be used except for the following uses and their customary accessory uses or structures: • Aquatic preserves (state or federally designated). • Communication towers not exceeding 70 feet in height above ground level. • Essential utility services.

- Exempt excavations
- Exempt landfills
- Fire stations.
- Fishing, hunting, forest and wildlife management areas.
- Historical or archeological sites.
- Parks and recreation areas.
- Public uses.
- Public utility uses and structures
- Publicly and privately owned parks and recreational areas.
- Publicly owned or regulated water supply wells.

Dimensional requirements: None, unless landscape buffer requirements apply.

Development Potential in the Before Condition

Optimal Use	The subject property is government owned designated Conservation lands. Use of the property is limited as detailed above. Reasonable use of the property would likely include permit modifications as necessary and incorporate into the Port Orange Mitigation Bank or provide a passive recreation area.

AREA OF ACQUISITION ~ PARCEL 202

Size	±72.120 acres (±52.262 acres wetland* / 19.858 acres upland) **Wetland area measurement based on available NWI maps.*
Description	Parcel 202 measures 1,325 ft by 2,400 ft on average encompassing the northwest portion of the subject property (natural vegetation / wetland).
Roadway Construction in the Area of Taking	Semi-truck parking facility (Site 1A - Eastbound) The site will provide 275 truck parking spaces, restroom facilities, vending machines, security office and a 7.15 acre stormwater pond. An enhanced natural buffer, wildlife fencing and portions of 8 ft high walls will be provided for pedestrian safety with additional landscaping and green spaces. Approximately 31 acres or 43% of the Parcel 202 acquisition will remain in conservation.

AFTER CONDITION

Roadway Description I-4 and Shonz Road remain unchanged in the after condition. However, new interstate ramp facilities will be constructed tying into I-4 providing ingress/egress to the parking facility.

Physical Characteristics ~ Remainder Property

Property Description	Generally unchanged
Size	±435.540 acres, a reduction of 14.2% in size.
Shape	The right of way taking impacts the northwest corner creating a slightly more irregular shape to the remainder property.
Encumbrances	Unchanged
Utilities	Unchanged
Topography	Unchanged
Drainage Patterns	Unchanged
Environmental	Generally unchanged. Within the remainder property, the large expanses of freshwater forested / shrub wetland habitat remain, with the northeasterly impacts subject to the FDOT permit.
Soils	Generally unchanged
Flood Zone	Generally unchanged
Roadway Frontage	Shunz Road – unchanged I-4 – Reduced from ±4,600 ft to ±2,477 ft (46% reduction)
Driveway Access	Shunz Road – unchanged

Land Use Regulations

Jurisdiction	Unchanged
Future Land Use	Unchanged
Zoning	Unchanged

Eminent Domain	Volusia County does not have a codified ordinance specifically addressing government acquisitions through eminent domain.

Development Potential in the After Condition

Optimal Use	Unchanged

EFFECTS OF THE TAKING ON THE REMAINDER PROPERTY

As Severed / Uncured	The area of taking reduces the overall size of the property by ±14.2%. No specific redevelopment or cost to cure items have been identified.

10/31/2008 03:50 PM
Instrument# 2008-215012 # 1
Book: 6292
Page: 176

Prepared by
Margaret T. Roberts, City Attorney
City of Port Orange
1000 City Center Circle, Port Orange FL 32129

RETURN TO:
Attention: Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129-4144

A portion of Parcel Nos.
6113-00-00-0010, 6217-00-00-0010, 6218-00-00-0010

(Space Above This Line For Recording Data)

Quit-Claim Deed

This Indenture, made this 29th day of October, 2008, between CITY OF DAYTONA BEACH, FLORIDA., a Florida municipal corporation, mailing address: c/o City Manager, Post Office Box 2451, Daytona Beach, FL 32115-2451"Grantor;" and, CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129 "Grantee."

Witnesseth: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the said Grantee, its successor and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Volusia, State of Florida, more particularly described and depicted on the attached **Exhibits "A"** consisting of two (2) pages, combined.

The conveyances effected hereby are granted pursuant to that certain Agreement for Voluntary Partition of Real Property According to Survey entered into by and between the Grantor and Grantee, SUBJECT TO: (a) Outstanding Fifty percent (50%) reservation in all oil, gas, and mineral rights; (b) Easements and restrictions of record, the mention of which herein shall not serve to reimpose the same; and (c) Access to the property more particularly described on the attached Exhibits "A," and mutual rights of first refusal shall both be governed by the terms of the Agreement for Voluntary Partition of Real Property According to Survey filed of record in Official Records Book 6229, Page 592, Public Records of Volusia County, Florida.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and

claim whatsoever of Grantor, either in law or in equity to the only proper use, benefit and behoof of Grantee forever.

In Witness Whereof, Grantor has hereunto has caused this Quit-Claim Deed to be executed under seal and on its behalf the day and year first above written.

Signed, sealed and delivered in our presence:

Bobbie N Cox
Printed Witness Name:

Bonnie N. Cox
Printed Witness Name:

(Witnesses as to Grantor/City)

City of Daytona Beach, Florida,
a municipal corporation

By: _____
Glenn S. Ritchey, Mayor

By: _____
James V. Chisholm, City Manager

Attest: _____
Jennifer L. Thomas, City Clerk
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF VOLUSIA

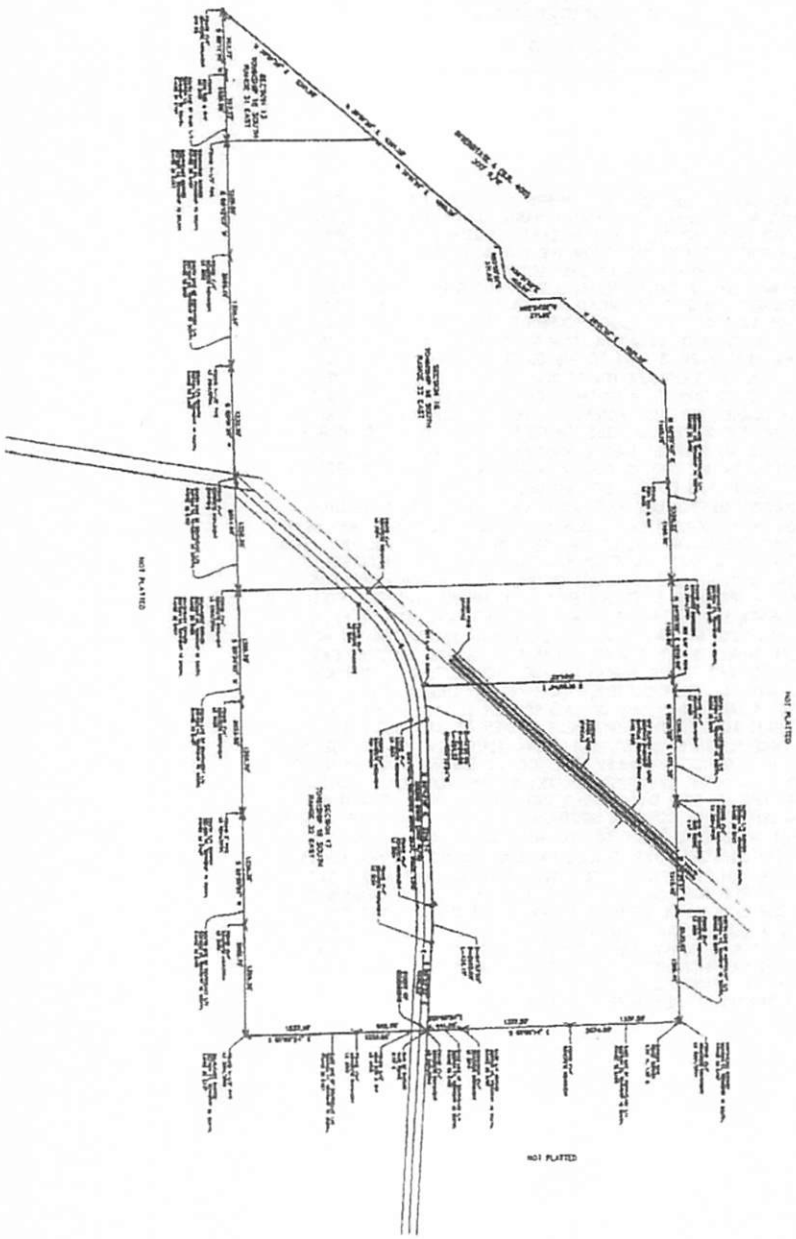
The foregoing Quit-Claim Deed was acknowledged before me this 28TH day of October, 2008, by Glenn S. Ritchey, James V. Chisholm and Jennifer L. Thomas, the Mayor, City Manager and City Clerk, respectively, who executed the foregoing instrument on behalf of Grantor, **City of Daytona Beach, Florida,** a municipal corporation, and they are:
[✓] personally known to me, or [ ] provided identification _____.

Deborah L. Griffith
Notary Public, State of Florida
Printed Name, Commission and Term Expiration Date

Deborah L. Griffith
Commission # DD496693
Expires December 5, 2009
Bonded Troy Fain Insurance Inc. 800-385-7019

Instrument# 2008-215012 # 3
Book: 6292
Page: 178

Exhibit A
Port Orange Parcel
Sheet 1 of 2



Instrument# 2008-215012 # 4
Book: 6292
Page: 179
Diane M. Matousek
Volusia County, Clerk of Court

Exhibit A
Port Orange Parcel
Sheet 2 of 2

LEGAL DESCRIPTION:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03" WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25" WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664.69 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 2°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1851.58 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING;
CONTAINING 917.984 ACRES, MORE OR LESS.

Tom Riddle

From:	Tom Riddle
Sent:	Thursday, August 14, 2025 1:46 PM
To:	'tdieulio@port-orange.org'; 'sbalmer@port-orange.org'; 'legal@port-orange.org'
Cc:	Richard MacMillan
Subject:	City of Port Orange Property - I-4 East Bound Truck Parking FDOT Project No. 446445-2 Parcel 202

Dear Mr. DiEulio and Ms. Balmer.

As you may be aware, the Florida Department of Transportation (FDOT) is planning a truck stop facility as part of the above referenced project and FDOT has engaged me to make an appraisal of the City's property. The purpose of the appraisal is to state an opinion of market value of the portion of the property needed for truck facility.

I have scheduled a field inspection of the above-described property from the right of way on Monday, August 25, 2025. I am coming from out of town and should be near the property about 11:00 am. If you or an appointed representative from the City would like to meet me we can meet at the property or I can reschedule a time and place that is mutually convenient. Any information you can provide concerning, surveys, contracts, listings, site plans, etc., would be helpful in estimating the market value of your property.

You may contact me at my office Monday through Friday between 9:00 a.m. and 5:00 p.m. by telephone at 407-539-1288 or via email at Richard@tagcf.com. I can also be reached on my cell phone at 407-461-3831. Please advise me of your wishes at your earliest convenience.

Richard K. MacMillan, MAI
State Certified General Appraiser RZ353
THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.
377 Maitland Avenue, Suite 2008
Altamonte Springs, FL 32701
(Office) 407-539-1288

RICHARD K. MACMILLAN QUALIFICATIONS

EDUCATIONAL ATTAINMENTS:

Bachelor of Business Administration Degree, Major in Real Estate and Land Economics - University of North Florida	1982

Successful completion of A.I.R.E.A. examinations:

1A-1 "Real Estate Appraisal Principles"	1981
1A-2 "Basic Valuation Procedures"	1981
8-2 "Residential Valuation"	1985
8-3 "Standards & Code of Ethics"	1985
1B-A "Capitalization Theory & Technique Part A"	1986
1B-B "Capitalization Theory & Technique Part B"	1986
2-1 "Case Studies in Real Estate Valuation"	1987
2-2 "Report Writing and Valuation Analysis"	1989
4 "Litigation Valuation"	1989

Successful completion of the Appraisal Institute examinations:

410/420 "Standards of Professional Practice, Parts A & B"	1992
430 "Standards of Professional Practice, Part C"	1997, 2002

Courses and Seminars:

"Valuation and Evaluation of Proposed Projects"	1987
"Investment Analysis"	1992
"The Appraiser's Complete Review Seminar"	1993
"Appraiser's Guide to URAR"	1993
"Florida Condemnation Valuation and Appraiser Liability Seminar"	1997
"USPAP Core Law"	1998, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024
530 "Advanced Sales Comparison and Cost Approaches"	1998
"FHA Appraisal Overview"	1999
"The Technical Inspection of Real Estate"	1999
"Partial Interest Valuation – Divided"	2000
"Appraising from Blueprints and Specifications"	2000
"USPAP Update"	2000
"Appraising High Value Historic Homes"	2000
"Litigation Skills for the Appraiser: An Overview"	2000
"Valuation of Detrimental Conditions"	2001
"Analyzing Commercial Lease Clauses"	2002
"Internet Appraisal Research and the Florida Appraiser"	2003
"Advanced Appraisal Review Course"	2004, 2010
"National USPAP Update Course"	2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024
"Real Estate Finance, Value and Investment Performance"	2005
"AI Course 420 – "Business Practices and Ethics"	2005, 2012, 2018, 2022
"Rates, Ratios: Making Sense of GIM's, OAR's and DCF's	2005
" Subdivision Analysis: A Comprehensive Guide to Valuing Improved Subdivisions"	2006
"The Road Less Traveled: Special Purpose Properties"	2006
"Florida State Law for Real Estate Appraisers"	2006, 2014
"Case Studies in Commercial Highest and Best Use"	2007
"The Valuation of Wetlands"	2007
"AI Seminar – "Evaluating Commercial Construction"	2007
Supervisor/Trainee Roles & Relationships	2008, 2010
"Office Building Valuation: A Contemporary Perspective"	2008
"Identify & Prevent Real Estate Fraud"	2008
"Appraisal Challenges: Declining Markets and Sales Concessions"	2009
"Property Tax Assessment"	2010
"Central Florida Real Estate Forum"	2011, 2013-2019, 2023
"Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets"	2012

Courses and Seminars:(continued)

"Complex Litigation Appraisal Case Studies"	2013
"Developing a Supportable Work File"	2014
"Introduction to Land Valuation"	2014
"Staying Out of Trouble"	2016
"2-4 Unit Small Income Residential Properties"	2018
"Real Estate Appraisal Operations"	2018
"Ignorance Isn't Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency"	2018, 2020
"Artificial Intelligence, AVM's and Blockchain: Implications for Valuation"	2020
"Appraiser's Guide to Covering your Appraisal"	2020
"Stigmatized, Rural and Oddball Properties"	2022
"Market Disturbances"	2022
"Insurance Appraisals"	2022
"Risk and Equity's Role"	2023
"Appraisal Review Involving Appraisals with Multiple Appraisers"	2023
"Complex Valuations"	2023
"Avoiding Bias"	2023
"Appraising Condos, Co-Op's and PUD's"	2023
"South Florida Real Estate Forum"	2023
"Aerial Inspections for Real Estate Appraisers"	2023

PROFESSIONAL AFFILIATIONS:

Member of the Appraisal Institute holding the MAI designation, Certificate Number 9971
State of Florida Licensed Real Estate Broker No. BK 0385526
State-Certified General Real Estate Appraiser No. RZ353
Realtor Member of the Orlando Area Board of Realtors

APPRAISAL EXPERIENCE:

March 1992 to Present: President and co-founder of The Appraisal Group of Central Florida, Inc., a corporation engaged in real estate appraising and consulting, predominately for eminent domain purposes. The company is located at 377 Maitland Avenue, Suite 2008, Altamonte Springs, Florida.

July 1983 to February 1992: Employed by Hastings & Associates Ltd., Inc., a corporation engaged in real estate appraising and consulting, located at 129 East Colonial Drive, Orlando, Florida. Primary experience in eminent domain appraising.

Qualified in Orange, Lake, Brevard, Volusia, Seminole, Polk, Hillsborough, Osceola, Hardee, Hernando, Citrus, Marion, Duval, Bradford, Pasco, Pinellas, Clay, Desoto, Sarasota, Manatee and Lee County Circuit Courts as an expert witness with real estate appraisal specialization in the area of eminent domain. Over 40 years of condemnation appraisal experience on a wide variety of vacant and improved, residential, commercial, industrial and institutional properties.

Testified at dozens of Order of Taking and Fee Hearings in numerous counties in Florida. Testified as an expert witness in Trials in Polk, Lake, Brevard, Seminole, Osceola and Hillsborough Counties.

In addition to eminent domain appraisal experience, I have performed appraisal review consultation for Lake and Osceola Counties, FDOT District I and VII, FDOT legal departments, local county legal staff, as well as the Central Florida Expressway Authority and the Orange County School Board.

Client list includes lending institutions, governmental organizations, individuals, and attorneys to include the following partial list of public sector clients.

Florida Department of Transportation, District I, II, V, VII
Orange County Real Estate Management Department
Progress Energy (Florida Power Corporation)
SECO Energy
Cities of Orlando (OUC), Winter Park
Florida Department of Environmental Protection
Central Florida Light Rail Transit Authority
Central Florida Expressway Authority
Orange County School Board
Seminole County School Board
Seminole County
Greater Orlando Aviation Authority
University of Florida
University of Iowa
Polk County
Lake County
Osceola County and Osceola County School Board
Trust for Public Land

CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 2/3/2026

SUBJECT: (F18) First Reading - Ordinance No. 2026-1 - Amending Chapter 74, Article II - Utilities, Water Service of the Code of Ordinances related to private water systems in the City

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure 5 - Fiscal Sustainability 6 - Organizational Excellence

---

RECOMMENDED MOTION: Move to approve Ordinance No. 2026-1.

SUMMARY: Ordinance 2026-1 is proposed to amend Chapter 74, Article II - Utilities, Water Service to clarify the rules and procedures for the installation of master meters, billing for master meter accounts, and maintenance of private water systems in the City.

The public utilities system (water, sewer, reclaimed water) is the most significant infrastructure owned by the City and includes water treatment and water reclamation plants, over 120 lift stations, approximately 1,000 miles of pipes, over 37,000 meters and other related utility equipment. There is a substantial cost to operate and maintain the system and it is heavily regulated by state and federal agencies. The system serves over 73,000 customers, generating 6.0 Million Gallons per Day (MGD) of potable drinking water and treating approximately 6.9 MGD of wastewater. The system is principally funded by usage fees based on readings from meters located throughout the system. Impact fees, bond proceeds, and other revenue sources supplement the funding of the utility.

In addition to the extensive public utilities system, there are several smaller privately-owned water systems in the City (see below). The pipes, meters and other utility infrastructure in these private water systems are not owned nor maintained by the City and the City is prohibited by law from using public financial resources for the sole benefit of private property interests.

There are four private mobile home parks that have public water systems. These parks (Crane Lakes, La Costa Village, Gray Acres, and Maplewood Estates) were designed with public easements over each water system. The utility infrastructure in these private parks was built to City or County standards at that time and then dedicated to the public and accepted by the City. As a result, the City maintains this infrastructure, reads the meters and bills the individual tenants in these areas.

For most of the private water systems, the City has placed a master meter (a single

meter that serves the entire private property such as a mobile home park, RV park, hotel, motel, apartment complex, or campground) near the boundary of the public and private properties and within the public right-of-way or within a public easement (see Exhibit A example). Utility billing is based on consumption measured at this master meter and paid to the City by the private landowner. All utility infrastructure on private property, including submeters, if any, is owned and maintained by the private landowner. If the owner chooses to collect water usage fees from the tenants on the private property, the owner is responsible for the meters, billing, and collections. State law prohibits park owners from adding any markups to the utility charges billed by the City to the master meter account.

However, there are currently five mobile home parks with private water systems where the City has historically read meters on the private system and billed the individual tenants for utility usage (Lamplighter, Live Oak, Parkwood Ph I & II, Tanglewood, Treasure Isle). In these cases, City resources are currently being used to do utility billing for private property interests.

In addition, because the City does not own the utility infrastructure in these private parks, when there are broken meters or leaks, the park owner is responsible for repairs. City staff notifies park owners when meters are not reading, but over time, the number of private meters not reading in these parks has grown, requiring the City to bill the individual users by estimating usage.

The proposed ordinance will modify Chapter 74, Utilities, of the City's Code of Ordinances, to clarify that master meters are required for private water systems (campgrounds, RV parks, mobile home parks, hotels, apartments, etc.). The ordinance also sets forth the method for billing of master meters, the maintenance responsibilities for private water systems (including emergency maintenance), and the deposit requirements for master meters. This ordinance does not impact usage rates. Rates for water usage are set by Council in a separate resolution.

The Ordinance change will clearly define City policy regarding private water systems and, if adopted, the City will allow a one-year period for the five remaining mobile home parks not being billed based on a master meter reading to transition to private billing.

<u>Mobile Home and Campground Private Water Systems</u> (approx. 1,750 units)

Lighthouse Pointe MHP
Parkwood PH III MHP
Palm Shores (Blue Coral Prop)
Seabird Island
Harbor Oaks Trailer Park
Rose Bay Trailer Park
Joy Cougle Mobile Home Park
Riverside MHP
Pickwick Village
Colony in the Wood
Elmwood

Daytona KOA
Daytona Beach Campground
Rose Bay
Nova Family Campground

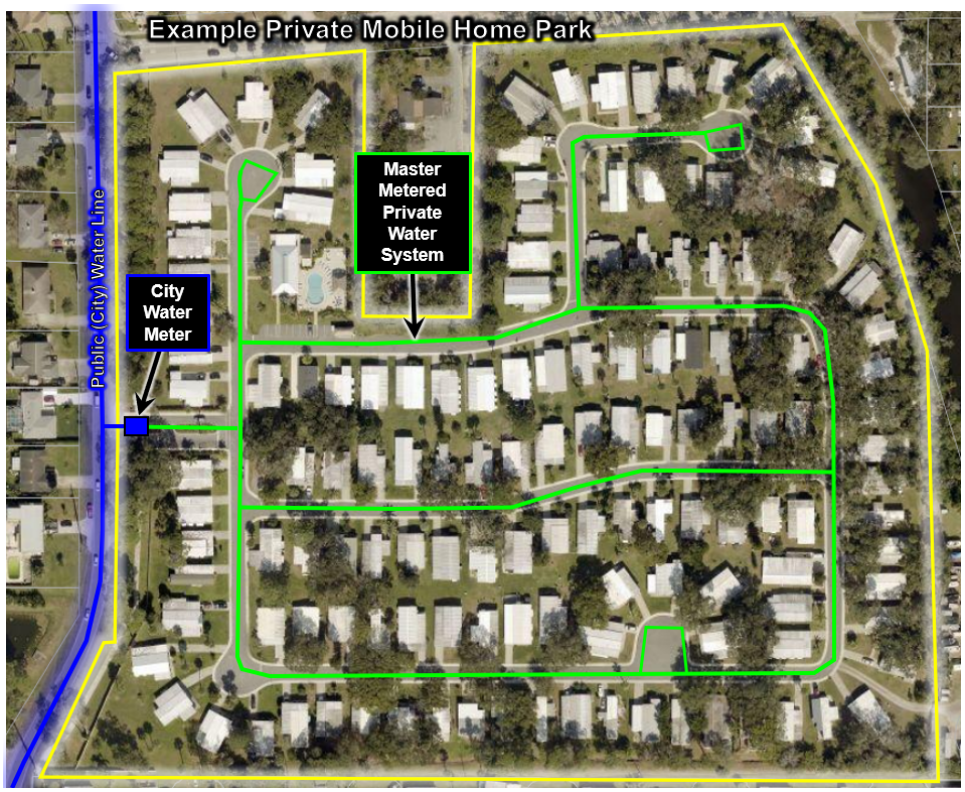


Exhibit A - Private Water System Master Meter Example

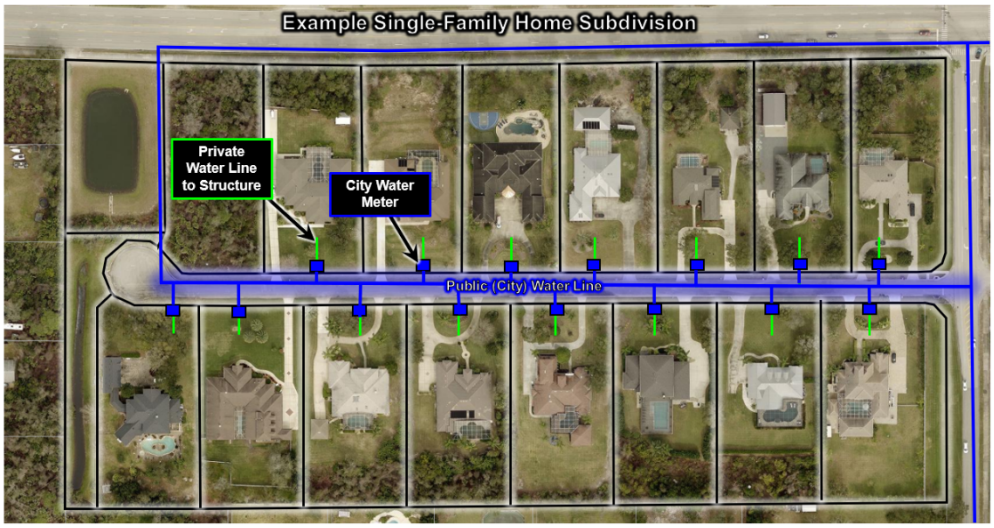


Exhibit B - Single Family Subdivision Meter Example

PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Master Meter Ordinance 2026-1 1.20.26	Master Meter Ordinance 2026-1 1.20.26.docx
2.	Business Impact Estimate for Ord. No. 2026-01	Business Impact Estimate for Ord. No. 2026-01.pdf

Amanda Bonin	Created/Initiated - 12/30/2024
Steve Parnell	Approved - 01/22/2026
Sue Wang	Approved - 01/22/2026
Matthew Jones	Approved - 01/22/2026
Wayne Clark	Final Approval - 01/23/2026

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 74-33, REQUIRING A DEPOSIT FOR MASTER METER INSTALLATION; ESTABLISHING A NEW SECTION 74-34, REQUIRING THE INSTALLATION OF A MASTER METER FOR A CAMPGROUND, RECREATIONAL PARK, MOTEL, HOTEL, MOBILE HOME PARK, APARTMENT COMPLEX OR OTHER MULTIFAMILY RESIDENTIAL UNITS, AND PROVIDING FOR THE METHOD OF BILLING FOR MASTER METER ACCOUNTS; AMENDING SECTION 74-39, SETTING FORTH THE RESPONSIBILITY OF MAINTENANCE OF PRIVATE WATER SYSTEMS INCLUDING EMERGENCY MAINTENANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, maintenance and upgrades to the public water distribution system is a substantial public cost to the citizens; and

WHEREAS, the City Council recognizes the need to conserve water and to discourage the discharge of potable water through weak or failing infrastructure; and

WHEREAS, the City makes use of available technology to minimize the loss of potable water as it travels through the public system; and

WHEREAS, electronic metering and other advances in technology have provided faster transmission of the utility consumption data enabling expedient and accurate billing and reducing the operation and administrative cost of providing and billing water service; and

WHEREAS, it is the City's mission to support high quality municipal fiscal services while safeguarding the natural resources, including the maintenance and upgrades to the water distribution infrastructure, the conservation of potable water resources and the fiscally responsible operation and administration of the service, billing and cost recovery; and

WHEREAS, the water lines within privately owned water system are not owned or maintained by the City and as a result, there is often unaccounted water loss within the privately owned water systems due to sub-standard water line maintenance and broken or inaccessible water meters; and

WHEREAS, while the majority of privately owned water systems within the City are billed using only readings of a master meter, a few privately owned water systems remain within the City which are billed by reading individual meters; and

WHEREAS, the City is prohibited from using public financial resources for the sole benefit of private property interests; and

WHEREAS, by adoption of this Ordinance, the City Council is improving its regulation of its water distribution system and fiscal administration of the billing and collection for utility services as set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA as follows:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 74, Section 74-33, Charges for Water Service, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 74-33. - Charges for water service.

(a) The city will provide water service within the limits of the city's approved water service area ~~existing water system~~, upon application and payment of the applicable development fee, connection charge and meter deposit and any other charges in accordance with this article and established city resolutions and policies subject to jurisdictional agency constraints and the availability based on ~~sufficient~~ quantity and capacity of the system.

(b) A monthly minimum charge (availability charge) shall be assessed when it is determined by the city manager or ~~his~~ the manager's designee that water is available but not yet connected.

(c) The monthly water service charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (availability charge) shall be levied in the amount as provided and established by resolution of the city council.

(d) A deposit for water service connection shall be required for each new meter installation, master meter installation, meter ~~or~~ reconnection or for turn-on for new properties or where the customer to be served has changed. ~~property has changed hands irrespective as to whether the property is owned by the occupant or not.~~ Such deposit shall remain with the city as security against nonpayment of the monthly bill as long as the premises are connected to the city water system and an active water meter is onsite. Should a transfer of property ownership or rental occur, the water deposit may be refunded at the customer's request. However, upon a request for future continuation of service by the new customer, owner, or renter, they shall be required to post their own water deposit and applicable reconnection fees as specified in the current city fee resolution.

(e) A connection charge shall be levied for each connection made to the water system either inside the city limits, or outside the city limits.

(f) A monthly service charge shall be levied for each fire sprinkler system (fire line) connected separately to the city water system.

(g) Connection charges, meter deposits, service charges and any other fees and charges required by this article shall be established by resolution of the city council.

(h) ~~Monthly charges for water service shall be set by resolution of the city council and t~~The method of monthly billing for water service shall be pursuant to section 2-240 of the Code.

(i) All monthly charges shall be reviewed annually in conjunction with the preparation of the annual operating budget. Rates will be adjusted as determined necessary by the city council to ensure adequate revenue to meet all bond requirements and to satisfy good accounting and business practices. Adjusted rates shall become effective as provided by resolution adopted by the city council.

(j) No deposit for water service connection shall be required for those property owners seeking to establish a new water service who have maintained a current utility account history with the city and have not been charged late fees or processed for shut-off in the previous 36 months.

(k) A property owner who has maintained a current utility account history with the city and has not been charged late fees or processed for shut-off in the previous 36 months, shall be eligible to apply the amount paid for the water deposit required by this section as a credit to the property owner's utility account.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 74, to establish a new Section 74-34, Master Meters, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 74-34. – ~~Reserved.~~ Master Meters; Private Water Systems.

(a) The owner of a private water system serving a campground, recreational park, motel, hotel, mobile home park, apartment complex or other multifamily residential units shall be required to install a master meter. Submetering, if any, shall be the responsibility of the owner of the private water system in accordance with state and federal laws, rules and regulations.

(b) Monthly charges for water service shall be billed to the owner of the private water system based on master meter readings at the rates established by city council resolution. The owner of a private water system shall be responsible for the billing and collection of water service fees from each user served by the private water system; however, the owner of the private water system shall remain solely responsible for payment of the monthly charges for water service to the city.

(c) All connections, including maintenance, repairs and replacements, to an existing private water system shall conform to industry standards.

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 74, Section 74-39, Responsibility for maintenance of private water systems, of the City of Port Orange Code of Ordinances to read as follows:

Section 74-39 Responsibility for maintenance of private water systems.

(a) The owner of ~~rental property in the form of a mobile home park, campground, or other private developments~~ a private water system serving a campground, recreational park, motel, hotel, mobile home park, apartment complex or other multifamily residential units shall be responsible for maintenance, repairs and replacements of the private water distribution system within the private property.

(b) Upon the owner's request, the city may, but is not obligated to, enter the premises for the purpose of making emergency repairs to the distribution system therein as required and such cost of repairs based on time and materials used shall be billed by the city to and paid by the owner. For purposes of this paragraph, emergency repairs shall mean repairs that preserve and protect the city's equipment and publicly owned infrastructure and that limit or prevent the discharge of unmetered potable water. The property owner shall be responsible for the completion of repairs and replacement of infrastructure needed to restore water service.

(c) Prior to the emergency repair as contemplated herein, the owner of a private water system shall agree to indemnify and hold harmless, to the maximum extent permitted by law, the city and its employees, officers and agents rendering the emergency aid.

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 the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This ordinance shall become effective immediately; however, the City will not commence the billing practices described in Section 2, above, for owners of existing private water systems serving a campground, recreational park, motel, hotel, mobile home park, apartment complex or other multifamily residential units until one year after the adoption of this Ordinance.

_____
MAYOR SCOTT STILTNER

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: _____
Matthew J. Jones, City Attorney

[CA-5147]

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance No. 2026-01 – Utilities Master Meter Ordinance Amendment

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state 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 ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Development orders, and development permits, as those terms are defined in s. 163.3164; and development agreements as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
    c. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    d. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    e. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment to the Code of Ordinances amends Chapter 74, by amending Section 74-33, adding a new Section 74-34 and amending Section 74-39.

The proposed Ordinance 2026-01 serves the public health, safety, morals, and welfare of the municipality by encouraging maintenance and upgrades to the water distribution infrastructure, the conservation of potable water resources and the fiscally responsible operation and administration of the service, billing and cost recovery. Water lines within privately owned water system are not owned or maintained by the City and as a result, there is often unaccounted water loss within the privately owned water systems due to sub-standard water line maintenance and broken or inaccessible water meters. The proposed Ordinance 2026-01 establishes the requirement for a deposit for master meter installations and the requirement for campgrounds, recreational parks, motels, hotels, mobile home parks, apartment complexes and multifamily residential units to install master meters. The proposed Ordinance 2026-01 also amends provisions of the code regarding the responsibility for maintenance of private water systems.

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:
A small number of mobile home park owners will incur an unknown amount of administrative costs related to submetering as a result of the Ordinance 2026-01. These administrative costs will likely be passed to the park tenants. The majority of MHPs within the City are already setup for master meter billing and will not be impacted.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:
Those businesses that don't already have a master meter will be charged a one-time deposit for the installation of a master meter. The master meter deposit amount is established by the City's utility rate resolution, as may be amended.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
The City's administrative costs are expected to decrease due to the simplification of the City's billing practices (i.e. the use of master meters) for campgrounds, RV parks, motels, hotels mobile home parks, apartment complexes and multifamily residential units. There are no new charges or fees intended to cover regulatory costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Approximately 5 businesses are estimated to be impacted by Ordinance 2026-01.

4. Additional information the governing body deems useful[2] (if any):

[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*.